



GABI SMARTCARE'S SOFTWARE TERMS OF USE

These Terms of Use apply to your use of the Cloud-based Platform and the Software, owned by Gabi SmartCare SA (together with its affiliates - "**Gabi**", "**we**" or "**us**"), whose head office is located at Rue Emile Francqui 6, 1435 Mont-Saint-Guibert, Belgium VAT BE 0683.446.756.

These Terms of Use govern the contractual relationship between Gabi and the healthcare professionals ("**you**") accessing the Gabi's Platform and using the Software.

Please read these Terms of Use carefully before using the Gabi's Platform and/or Software.

1. Acceptance of the Terms of Use

By accepting these Terms of Use, you acknowledge that you have read and understood these Terms of Use. Each time you access or use the Platform and/or the Software, you are also hereby agreeing that you accept these Terms of Use whether or not the Terms of Use appear on your computer screen prior to logging in into the Platform.

At any time and on reasonable grounds, including but not limited to any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term of these Terms of Use or Applicable Law, we reserve the right to refuse access to the Platform and/or the Software or to any portion thereof in order to protect our goodwill, business and/or other users.

We retain the right to update, change and delete any part of these Terms of Use. The revised Terms of Use will come into force when posted and notified. Further use of the Platform and/or the Software following such changes shall constitute your agreement to be bound and respect the most recent version of the Terms of Use.

2. Definitions

For the purposes of the present Terms and Conditions, the following words have the following meaning:

"Applicable Law" means Belgian law and those EU and local regulatory requirements applicable to the Device, the Platform, the Software and the Content.

"Application" means the Gabi digital application installed on the tablet provided by Gabi.

"Content" includes things that you may see, read, hear, download or access on or via the Platform and/or the Software (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials).

"Device" means the medical device manufactured by Gabi which includes, for the purpose of these Terms of Use, the Sensor (including its accessories and packaging), the tablet, and the Application, used by a Patient and to which a healthcare professional may be linked.

"Intellectual Property Rights" mean copyright (including rights in computer software), patents, patent applications, trademarks, registered or unregistered model and design rights, applications for any of the foregoing, trade or business names, circuit topography rights, know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.



“Platform” means the platform available through internet on which the Software can be accessed and used by you to consult the data collected by the Device.

“Software” means Gabi’s software available online to healthcare professionals.

“Terms of Use” mean the present general terms and conditions, as amended from time to time, which set out the terms covering your use of the Platform.

"Patient" means the end-user of the Device.

3. Platform access and Software use

The Platform and the Software are intended for the exclusive use and support of Gabi products, such as the Sensor and the Application. They cannot be used for another purpose.

You will be required to register with us in order to access the Platform and use the Software. Where you are required to register:

- You agree to provide us with accurate, complete and updated registration information;
- You agree to safeguard any username and password which we provide you;
- You acknowledge that any person accessing the Platform and using the Software with your username and password is either you or a person authorised to act on your behalf.

The personal data provided when registering on our Platform will be processed in accordance with Applicable Law and with our Cookies and Privacy Policy.

The Platform is operated from Belgium (Europe). Gabi makes no representation regarding the fact that the Content, Software and Platform are appropriate or available for use in other locations. Access to Content, Software and Platform is prohibited from territories where their contents are illegal. Those who choose to access the Platform and use the Software from other locations do so on their own initiative and are responsible for compliance with applicable laws.

4. Platform Content & Personal data

All Content is provided in English.

You shall not enroll any Patient on the Platform or Software without having first informed them about the processing activities you will conduct on their personal data and, where applicable, without having first obtained their informed, voluntary and explicit consent to do so. Patients will be invited to provide their consent when using the Application for the first time and each time as so required.

4.3. Health-related data appearing on the Platform and/or in the Software is:

- based on information provided by you, other healthcare professionals and Device data transmissions from Patients;
- based on information provided by Patients using the Device, including via questionnaires;
- not intended as, and will not be considered or construed as, Patient-specific advice or substitute for Patient-specific advice; and



- may be out of date at any time; Gabi being under no obligation to update them as they are based on the information provided by other persons (such as healthcare professionals) or by Device data transmissions from Patients.

You acknowledge that you and Gabi are acting as separate controllers when processing personal (including, health-related) data of Patients. You acknowledge that the General Data Protection Regulation applies and that you are bound by any applicable laws and regulations governing notably the processing of personal data.

5. Restrictions to Platform and Software use

By accepting the present Terms of Use, you agree that you will not:

- use the Platform and the Software for any illegal purpose or in any manner inconsistent with the Terms of Use or the user manual (instructions for use);
- use, transfer, dispose or distribute any information provided in or by the Platform or the Software that could compete with Gabi business;
- disrupt or interfere with the Platform, servers or Software, or other software, hardware or equipment connected to or via the Platform (including, without limitation, the introduction of computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) or misuse the Platform or Software (including, without limitation, by hacking);
- violate Applicable Law relating to your use of the Platform or Software.

6. Posting on the Platform / information supplied to us

You acknowledge that any communication or material you communicate to the Platform or Software (by electronic mail or otherwise), including any data, questions, comments, suggestions or the like, is and will be treated as non-confidential and non-proprietary.

Being understood that Gabi shall comply at all times with data protection laws and in accordance with its two Privacy Policies, you acknowledge that any data communicated or posted on the Platform or Software becomes the property of Gabi and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting.

Furthermore, being understood that Gabi shall comply at all times with data protection laws, you acknowledge that Gabi is free to use, without compensation, any ideas, concepts, know-how, or techniques contained in any communication sent to the Platform or included in the Software for any purpose including, but not limited to, product development or promotional material.

Should you send any communication to the Platform or otherwise to Gabi, you acknowledge that you will be responsible for the information contained therein, including its truthfulness and accuracy.

By accepting the present Terms of Use, you agree that you will :

- exclusively post or share information about Gabi product or any adverse event in using the product by sending an email directly to Gabi (support@gabismartcare.com) and/or to relevant authorities where appropriate;
- not post or communicate to or from the Platform any material:



- that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- for which you have not obtained all necessary licences and/or approvals.

You acknowledge that discussions, chats, postings, transmissions, message boards, and the like on the Platform might be moderated (by a moderator, supported by the editorial team) when needed and the appearance of your comment might therefore be delayed or refused until it has been approved.

The moderator and the editorial team are however under no obligation to ensure a continued moderation and assume no responsibility or liability for the content of any error, defamation, libel, slander, omission, falsehood, promotional materials, obscenity, pornography, profanity, danger, privacy disclosure or inaccuracy contained in any information which would appear on the Platform due to a third-party user.

If Gabi becomes aware of a breach of the terms and conditions contained herein, you acknowledge that Gabi may immediately take corrective action, including preventing from further using the Platform and Software, as well as removing any information, data and content communicated to the Platform or Software at any time and without notice. Gabi may also seek to recover damages for such breaches. Gabi will also fully cooperate with law enforcement authorities or court order requesting or directing use to disclose the identity of individuals breaching the Applicable Law.

7. Limitation of liability

The Platform and Software are designed and manufactured by Gabi in such a way as to protect, as far as possible, against unauthorised access that could hamper them from functioning as intended. Gabi further endeavours to provide a convenient Platform and Software. However, Gabi does not exclude any residual risks and does not provide any warranty or representation as to the smooth running of the Platform and the Software at all times. Gabi shall not be responsible for errors or omissions in the Content and interruption or suspension of the Platform or Software that are due to external circumstances such as Internet issues. Gabi further excludes any other representations and warranties to the fullest extent permissible under Applicable Law.

In case a jurisdiction does not allow the exclusion of certain warranties, including implied warranties, detailed in the present provision, but allows limitations to a certain maximum extent, it is agreed that Gabi limits its warranties to that maximum extent. In addition to other disclaimers and restrictions on Gabi liability detailed in the present terms and conditions and to the fullest extent permissible under Applicable Law, Gabi will accept no liability whatsoever for any direct, incidental, consequential or indirect loss or damage, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings, or any other loss resulting from access to, reliance on, or use of, or inability to use the Platform and the Content, however caused and whether arising in contract, tort (including negligence) or otherwise, and whether or not we are aware of the possibility of such loss or damage.

Gabi does not itself provide advice on personal medical matters and Patients are advised to seek professional assistance from a qualified healthcare provider to discuss such matters. Gabi shall in no event be responsible for consequences of medical or health advice given by qualified healthcare provider or any other third parties on the basis of the Platform, the Software or the Content.

Gabi will use reasonable efforts to update, complete, correct and/or improve the Content, the Platform and Software as required and necessary. In doing so, Gabi shall consider the impact and effect of such changes upon performance, safety / safety characteristics and intended purpose. Substantial changes made to the Content, Platform or Software shall be notified to you by Gabi.



Gabi will use reasonable efforts to maintain the Content, the Platform and Software to ensure their safety and security throughout their lifecycle, including in view of newly emerging vulnerabilities or due to novel attack methods. However, Gabi does not undertake to provide support or maintenance services beyond what is required by Applicable Law.

Gabi shall not be liable for any damages to, or viruses that may infect computers, equipment or other property due to access to the Platform and/or use of the Software.

Without being limited to the above provisions, the Platform and Software are provided to you "as is" and "as available" without warranty or condition of any kind, either expressed or implied, beyond what is required by Applicable Law. Gabi does not represent that the Platform and Software are fit for any client-specific, particular purpose, other than the intended purpose of the Device, the Platform and the Software under Applicable Law.

Gabi has not reviewed third-party websites containing links to the Platform and accepts no liability for the content of any such off-site pages or any other sites linked to the Platform. Quotation or use of one or more portions of the Platform in a third party website without Gabi's prior written consent is prohibited.

The Platform may provide links or references to other websites. Gabi has no responsibility for and does not endorse the content of such other websites and shall not be liable for any damages or injury arising from that content. Any links to other websites are provided as convenience to the Platform users. Please note that the terms of use and privacy policy of those other websites may be different from these provided under the present Platform.

8. Intellectual property rights

You acknowledge that the Content, Software and Platform are protected by Intellectual Property Rights property of Gabi.

You agree that you will not personally or through any other person:

- sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use (any element of) the Content, Software or Platform in any way for any public or commercial purpose without Gabi prior written consent; or
- use any Content on any other Platform or networked computer environment for any purpose; or
- reverse engineer the Software; or
- otherwise infringe the Intellectual Property Rights of Gabi or of any other person in using the Platform, Software or any Content.

You acknowledge that nothing you do on or in relation with the Platform will transfer any Intellectual Property Rights to you, except as provided under section 9 below.

9. Healthcare professional obligations

You shall not make any modification or adaptation to the Device or the Platform and acknowledge that you may face sanctions from competent authorities if you do so.

You undertake to inform Gabi immediately – and within 24 hours at the latest – of any non-compliances linked to the Device or the Platform and/or Software of which you may be aware or any complaints or reports from healthcare providers, patients or users about suspected incidents related to the Device or the



Platform and/or Software. For clarity, 'incident' for the purpose of this Article shall mean means any malfunction or deterioration in the characteristics or performance of the Device or the Platform, including use-error due to ergonomic features, as well as any inadequacy in the information supplied by Gabi and any undesirable side-effect.

10. Licence to use the Software

Subject to the acceptance of and compliance with the present Terms of Use, Gabi grants you a non-sublicensable, non-exclusive and non-transferable licence to use (but not modify) the Software provided that you or the person using the Device remain(s) a Gabi customer. Except for the limited licence provided here before, Gabi reserves all rights in and to the Software and any modifications or copies thereto.

The aforementioned licence shall be automatically terminated when you or (all) the person(s) using the Device and which is/are linked to your profile stop(s) being a Gabi customer, including when Gabi cancels your registration in accordance with Article 11 of the present Terms of Use.

Upon termination of the licence for any reason, you hereby acknowledge that you will immediately stop using it and return to Gabi any copies that you would have made of the Software or, at Gabi's discretion, you will permanently destroy all copies of the Software and any related materials in your possession.

11. Cancellation

Where required to register with us, you may cancel such registration at any time by notifying Gabi at support@gabismartcare.com.

You hereby acknowledge that your registration may be cancelled in case of extended time period without visiting the Platform or using the Software, or if Gabi reasonably believes that you have violated Applicable Law, acted inconsistently with the letter or spirit of these Terms of Use, or have violated Gabi or another party rights.

Following cancellation, Gabi may retain information you submitted as part of the registration process, and information arising from your use of the Platform or Software for a period of time as may be required by Applicable Law.

12. General provision

Gabi reserves the right to modify or discontinue, at its discretion, the Platform and/or the Software at any time without notice and without liability.

Any claim relating to the Platform, Software or Content is governed by the laws of Belgium without regard to conflict of laws principles. You agree to submit any and all disputes arising out of or relating to your use of the Platform, Software or Content to the exclusive jurisdiction of the Brussels courts (Belgium).

You hereby acknowledge that the present Terms of Use are for the benefit of the parties hereto and you may not assign your rights or obligations to any other person or entity without Gabi prior written consent.

Gabi failure to apply any rights under these Terms of Use shall not constitute a waiver from Gabi to such rights.

If any provision in the present Terms of Use is declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, it will not affect (parts of) the remaining provisions and the illegal, void, invalid or unenforceable provision will be modified in compliance with Applicable Law in a manner that most closely matches the intent of the original wording.



The present Terms of Use, along with our Cookies and Privacy Policies, represent the entire agreement between you and Gabi with respect to the use of the Platform and the Software. It supersedes and prevails on any prior undertakings or agreement with respect to the use of the Platform and the Software.