

MySmaCa – Terms and conditions

“PLEASE READ THESE TERMS OF USE FOR THE MySmaCa (My Smart Care for Data for Good) MOBILE PLATFORM SERVICES ('MySmaCa (My Smart Care for Data for Good)') CAREFULLY BEFORE USING THE MySmaCa (My Smart Care for Data for Good) Mobile Application.

These terms of use for MySmaCa (My Smart Care for Data for Good) (the 'Terms of Use') govern and regulate the legal relationship between METEDA srl and you as user of MySmaCa (My Smart Care for Data for Good). The Terms of Use incorporates the METEDA srl Service Terms and Conditions ('Service Terms and Conditions') that you have already agreed to if you have a user profile for MySmaCa (My Smart Care for Data for Good). If you access and use the certain features of MySmaCa (My Smart Care for Data for Good), then you need to be a MySmaCa (My Smart Care for Data for Good) user with a regular profile activated in the Data for Care Platform.

Even though the most critical and important service terms are covered here in the Terms of Use, you acknowledge and agree that the general and more detailed service terms from the METEDA srl Service Terms and Conditions that are applicable to MySmaCa (My Smart Care for Data for Good) are incorporated by reference into this Terms of Use. In case of any inconsistency or conflict between the Terms of Use and the METEDA srl Service Terms and Conditions, the Terms of Use shall prevail in relation to MySmaCa (My Smart Care for Data for Good).

1. Use of MySmaCa (My Smart Care for Data for Good)

*1.1.1 MySmaCa (My Smart Care for Data for Good) is intended to help users manage their therapy and behaviours in relation to their specific chronic conditions: COPD (**Chronic obstructive pulmonary disease**); CVD (**Cardio Vascular Disease**); **Diabetes** through capturing and tracking health related information and metrics. The app empowers citizen self-management in treating his/her chronic condition. The app manages different kinds of services such as timely reminders for Medications, Measurements, Training and Educational content, Local weather forecast for proactive suggestions concerning physical activity based on weather data, air quality and precipitation levels. The application also offers access to external data sources such as: advanced ECG AI Analysis provided by Cardiolyse, medical device integration (i.e. Blood Pressure, Pulse Oximeter, etc...), local weather forecast and Google Fit/Apple Health integration for Sleep and Steps information.*

1.1.2 Data collected during the use of the solution include:

Personal data:

first name, last name, sex, date of birth, and private e-mail address.

Health data:

- a. glucose range; blood glucose measurements; Hypoglycaemic Events; insulin doses; ECG; Heart Rate; Blood pressure; Weight; Blood Oxygen level; Lab exams (Triglycerides, HDL Cholesterol, LDL Cholesterol, Total Cholesterol, Microalbuminuria, Urine ketones, Creatinine, Glycated haemoglobin HbA1c etc...). Other parameters such as steps, sleep and physical activity will be monitored via Apple Health or Google Fit.*
- b. Care Plan and medication data.*

1.3 Unless otherwise expressly stated or legally required, MySmaCa (My Smart Care for Data for Good) is provided with no warranties. Any information that you obtain from use of MySmaCa (My Smart Care for Data for Good) may be not considered without consulting a Physician or another health professional.

1.4 METEDA srl is not liable for any injuries, damages, losses and/or cost suffered by users, which were not incurred but for the service and/or information including recommendation, coaching, tip and/or guideline provided or acquired by or accessed through MySmaCa (My Smart Care for Data for Good).

2. Connecting Third Party Devices and Programs

2.1 Your use of third party devices and third party software that connect to MySmaCa (My Smart Care for Data for Good) is solely between you and the applicable third party. You should read and examine such third party's terms of use and privacy policies before you use MySmaCa (My Smart Care for Data for Good) in connection with such third party devices and software. Below Privacy Policy and Terms of Use reference for each of the third party services.

Cardiolyse

Privacy Policy:

Terms of Use:

OpenWeather

Privacy Policy: <https://www.visualcrossing.com/privacy>

Terms of Use: <https://www.visualcrossing.com/weather-services-terms>

3. Information Used

3.1 The MySmaCa (My Smart Care for Data for Good) utilizes various data that you enter directly or through third-party devices or software which connect to MySmaCa (My Smart Care for Data for Good) or that processed by the application based on such entered data. The utility of the MySmaCa (My Smart Care for Data for Good) largely depends on the accuracy of the data you enter. All of the data you entered will be securely stored in the MySmaCa (My Smart Care for Data for Good) system. METEDA srl can collect and store such data in its Personal Health Records servers for the purpose of comprising statistics and backing up your data for your own benefit.

3.2 You may also share and/or synchronize your data with METEDA srl or any third party services, as well as with any connected devices that you may choose to utilize. Access of MySmaCa (My Smart Care for Data for Good) information by such services or connected devices would only be permitted by your express approval. Furthermore MySmaCa (My Smart Care for Data for Good) may include location based features that work by collecting, storing, transmitting or processing location data tied to your mobile device.

3.3 You agree, when you use the ECG features, within MySmaCa (My Smart Care for Data for Good) that you provide Cardiolyse with your ECG track data. The information above will be collected and stored in anonymized way, processed and used by Cardiolyse for the sole purpose of providing advanced insights.

3.4 Unless stated otherwise herein, all the data and information METEDA srl collected as above will be processed and/or used in accordance with METEDA srl's Privacy Policy at (www.meteda.it)

4. Proprietary Rights and Licences

4.1 All articles, text, software, music, sound, photographs, graphics, video, page layouts, design and other material available on or through MySmaCa (My Smart Care for Data for Good) and all Intellectual Property Rights therein (collectively, 'MySmaCa (My Smart Care for Data for Good) Mobile Application Contents and IPR') belong to METEDA srl or third party licensors. Except as expressly provided herein, you are not entitled to use and shall have no interest in these MySmaCa (My Smart Care for Data for Good) Mobile Application Contents and IPR, or any data generated by other users of MySmaCa (My Smart Care for Data for Good). You acknowledge that you have only a revocable and limited right to use MySmaCa (My Smart Care for Data for Good) subject to these Terms of Use.

4.2 You are not permitted, except where expressly authorised in writing to do so, to change, adapt, copy, store, publish, rent, licence, sub-licence, sell, hire, lend or distribute in any way any of these MySmaCa (My Smart Care for Data for Good) Mobile Application Contents and IPR, or to do any other act or omit to do any

other act which may harm or otherwise prejudice any of these MySmaCa (My Smart Care for Data for Good) Mobile Application Contents and IPR.

4.3 No MySmaCa (My Smart Care for Data for Good) Mobile Application Contents and IPR may be distributed or copied for any commercial purpose. No MySmaCa (My Smart Care for Data for Good) Mobile Application Contents and IPR may be decompiled, reverse engineered or reproduced or transmitted to or stored in any other website or other form of electronic retrieval system.

5. Disclaimer of Warranty

5.1 MySmaCa (My Smart Care for Data for Good) SYSTEM PLATFORM AND ANY CONTENTS THEREIN ARE PROVIDED 'AS IS' AND ON AN 'AS AVAILABLE' BASIS, WITHOUT WARRANTIES OF ANY KIND FROM METEDA SRL OR ITS THRID PARTY LICENSORS, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, METEDA SRL DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM METEDA SRL OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER, OR TO CREATE ANY WARRANTY OF ANY SORT FROM METEDA SRL."