

## **Neuroventis – Terms of Use**

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*The present Terms of Use are supplied electronically for the registration of the application. A paper format is available on request at [support@neuroventis.care](mailto:support@neuroventis.care).*

*In order to be able to use the Neuroventis Services (the Neuroventis Applications, the Neuroventis Dashboard), you first need to accept and agree to our Privacy Policy. You cannot use the Products unless you first accept our Privacy Policy.*

*By using the Neuroventis Services, you also accept our Terms of Use. So please make sure you carefully read the present terms of use before using the application.*

### **Summary of the Terms of Use**

To help you with understanding the terms of use, here you can find a no-nonsense summary of the terms of use.

#### **Who we are**

- The Neuroventis Services are managed by Neuroventis BV, a company incorporated under Belgian law.
- Neuroventis Applications, namely Helpilepsy and MigraineManager, are health applications to help patient self-manage, understand and share their health data with their healthcare professional(s). The Neuroventis Dashboard is a web application for healthcare professionals to monitor, understand and manage their patients' health.
- The Neuroventis Platform is a software certified as a medical device under the European directive 93/42/EEC (CE-Class I) and the company Neuroventis is ISO13485 certified (Quality Management System for Medical Devices).
- The Neuroventis Platform can never replace any medical advice, diagnosis or treatment
- Furthermore, please know that the healthcare professional does not analyze or perform any checks of the data in real-time. If you think you may have a medical emergency, please contact your physician or the emergency services immediately.

#### **When and how can you use the Neuroventis Services?**

- To use Neuroventis, you must accept our Terms of Use. They set out the rules for using our services (including the Neuroventis Services).
- To use Neuroventis, you must also agree and consent to our Privacy Policy. The personal data you share with us remains your property and Neuroventis will only use it to provide services (including the Neuroventis Services) to you. For more information on this subject, we invite you to have a look at our Privacy Notice.
- To subscribe to Neuroventis, you must provide us with some personal information and be at least 18 years old. if you're younger than 18 years old (or depending on your country this might be lower, contact us for more information), your caregivers should register for you.

- You may only use our service as it’s intended and you are together with us, responsible for the confidentiality of your use.
- If you violate our Terms of Use, you risk no longer being able to use the Neuroventis Services.

**Also important to know:**

- Neuroventis will always remain the owner of the services (including the Neuroventis Services) and of all related intellectual property rights.
- The liability of Neuroventis with regard to its services (including the Neuroventis Services) is excluded and limited to the maximum extent permitted by law and we do not provide any warranties.
- If you need technical support, you can always send us an email at [help@neuroventis.care](mailto:help@neuroventis.care).
- Our Terms of Use may be updated from time to time.
- For more information regarding your use of Neuroventis, we invite you to read our complete Terms of Use, where everything is explained in detail.

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## 1. Applicability

- 1.1. The Neuroventis Services are owned and managed by Neuroventis BV. A company incorporated under the laws of Belgium having its registered address at Groeneweg 35A, 3090 Overijse, Belgium, registered with the Crossroads Bank for Enterprises, under company number BE0671531790 (hereinafter "Neuroventis").
- 1.2. By accepting the Terms of Use and after you have completed the registration procedure you expressly confirm that you have access to the intended use of the Neuroventis Services as set out in the present Terms of Use. As a result thereof, you confirm and accept that you waive your right of revocation as soon as the Neuroventis Services are supplied by Neuroventis. This means that from this time forward, you are under obligation to comply with the terms and conditions of the present Terms of Use, without prejudice to your right to withdraw your consent for the processing of your Personal data (see our [Privacy Notice](#)).
- 1.3. Where the Neuroventis Services or the website <https://www.neuroventis.care>, [helpilepsy.com](https://www.helpilepsy.com), [migrainemanager.care](https://www.migrainemanager.care) draws on services from third parties, the terms and conditions of service delivery of the said third parties may apply. By using such services from a third party, you accept the applicable terms and conditions. Neuroventis declines all and any liability for the substance of the terms and conditions of the third parties.
- 1.4. These Terms of Use (hereinafter the "Terms of Use") constitute a legally binding agreement between us (Neuroventis) and You (hereinafter "You" or "User") and apply to Your use of the Neuroventis Services (as defined below). By using any part of the Application, You acknowledge and agree that Your use of the Application is governed exclusively by these Terms of Use. If You do not agree to any provision of these Terms of Use, You are not entitled to use or continue to use or access the Application in any manner.
- 1.5. You represent and warrant that You have the legal capacity necessary to agree to and accept these Terms of Use.

## 2. Definitions

The following definitions apply to these Terms of Use:

- 2.1. "Account" means Your registered account that You created through the registration process through the Neuroventis Platform;
- 2.2. "Documentation" means the documents related to the use of the Neuroventis Services or the Neuroventis Platform made available to you by Neuroventis;
- 2.3. "Feedback" shall have the meaning as set forth in Article 9 of these Terms of Use;
- 2.4. "Fees" means the fees paid by the individual user or by the health practitioner;
- 2.5. "Instruction for USE (IFU)" refers to the information provided by the manufacturer to inform the user of a device's intended purpose and proper use and of any precautions to be taken
- 2.6. "Intellectual Property rights" are defined as any and all now known or hereafter existing: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names,

domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world;

- 2.7. “Neuroventis Application(s)” or “Neuroventis App” means the Android or iPhone smartphone health applications, Helpilepsy and MigraineManager and potentially other health applications owned by Neuroventis, to help patient self-manage, understand and share their health data with their healthcare professional(s);
- 2.8. “Neuroventis Dashboard” means the web application for healthcare professionals to monitor, understand and manage their patients’ health;
- 2.9. “Neuroventis Platform” means the Neuroventis Applications and the Neuroventis Dashboard;
- 2.10. “Neuroventis Product” shall have the meaning as set forth in Article 9;
- 2.11. “Neuroventis Services” means the entirety of the Neuroventis Platform and web interfaces;
- 2.12. “Personal Data” means any information about an identified or identifiable person;
- 2.13. “Privacy Policy” means the privacy policy of Neuroventis regarding the use of the Neuroventis Services;
- 2.14. “Terms of Use” refers to the current Terms of Use;
- 2.15. “Third Party” means any natural or legal person or any entity that is not You or Neuroventis;
- 2.16. “User” means the users of the Neuroventis Applications or Neuroventis Dashboard;
- 2.17. “Website” refers to neuroventis.care, helpilepsy.com, migrainemanager.care.

### 3. Introduction

The Neuroventis Platform is a medical device software that provides digital tools for patients and healthcare professionals intended to manage neurological disorders. Through an application, patients self-manage and understand the disorder, as well as share their data with their healthcare professionals. Through a dedicated software, the healthcare professionals monitor, understand and manage patients' neurological disorders. It is provided by Neuroventis.

The Neuroventis Services, including the use of the Neuroventis Platform is subject to your agreement with all our terms and conditions (as defined in the “Terms of Use”).

We may modify these Terms of Use at any time, and such modifications shall be effective immediately upon posting the modified Terms of Use of the Neuroventis Services. We will ask you to acknowledge that you have received the modified Terms of Use prior to your access to the Neuroventis Services.

If you do not accept these updated Terms of Use or do not wish to be bound by changes following posted notices you should discontinue use of the Neuroventis Services.

You have a period of 30 days to review and agree to the modified Terms of Use. If You do not agree to the modified Terms of Use, and in accordance with the general terms and conditions or the relevant license agreement, Your Account may be terminated.

Please review the Terms of Use carefully before using the Neuroventis Services. In addition to these Terms of Use, the Neuroventis Services are also governed by our [Privacy Notice](#) and [Instructions for Use](#), which form your integral contractual relation with Neuroventis.

If you have any questions about the Neuroventis Services (as defined hereinafter) or the Terms of Use, please contact us via [help@neuroventis.care](mailto:help@neuroventis.care) .

#### 4. Neuroventis services

The Neuroventis Platform is a medical device software to manage neurological disorders, for both patients/caregivers and the healthcare professional. The Neuroventis Platform comprises of:

- The Neuroventis Applications; and
- The Neuroventis Dashboard.
- All related webpages under the neuroventis.care, helpilepsy.com, migrainemanager.care, Helpilepsy.de, Helpilepsy.hu, epione.care domains

In order to use the Neuroventis Applications or Neuroventis Dashboard, as described below, you need to create a personal Account by providing Personal Data (i.e. name). You need to provide your email address as a username and create a password to protect your data. As a security layer, you will be urged to confirm your email address.

The Neuroventis Services are available in the European countries covered by CE regulation and other countries that also follow CE regulation. The Neuroventis Platform is also available in non-European countries where the regulation permits it.

More details on how to use the Neuroventis Platform can be found in the Instructions for Use ([IFU](#)).

#### 5. Data collection and data privacy

- 5.1. We are concerned with the protection of your privacy and we engage to comply with the applicable laws on privacy protection in relation to the processing of your data. Our [Privacy Notice](#) is incorporated by reference in these Terms of Use. Before using the Neuroventis Services, You must agree and consent to our Privacy Policy.
- 5.2. Your personal data is collected in order to provide you with the Neuroventis Services, feedback, customer care, marketing, non-commercial communications, for research activities, to manage and improve our Neuroventis Services and for legal obligations.

#### 6. Use of the Neuroventis Services

6.1. In order to use the Neuroventis Services, you must be a natural person and be at least 18 years old. If you're younger than 18 years old (or depending on your country this might be lower, contact us for more information), your caregivers should register for you.

6.2. In order to use all functionalities of the Neuroventis Platform, you will need Wi-Fi on your mobile device or mobile Internet connection. Access to Wi-Fi or a mobile Internet connection is your own responsibility. Please make sure your mobile device complies with the minimum system requirements as specified on the download page.

If your mobile device does not meet these minimum system requirements, we are unable to guarantee that the Neuroventis Platform will work properly. Neuroventis declines all and any liability for loss or damage due to the fact that you failed to comply with the aforesaid requirements.

6.3. Neuroventis recommends you to read the [Instructions for Use](#) before you use the Neuroventis Services. Please note that the Neuroventis Services are not directed towards and may not be used by minors.

The Neuroventis Applications are intended to self-manage and understand the neurological disorder. Warning message are presented in the [IFU](#).

6.4. You are co-responsible to uphold the confidentiality and security of the login data of your Account, such as your password.

6.5. You are wholly responsible for all activities carried on by you under your Account

You accept to immediately notify Neuroventis of any unauthorized use of your Account or of any other security breaches. Neuroventis declines all and any liability for loss or damage due to the fact that you failed to comply with the aforesaid requirements.

6.6. During your usage period, we may, in our sole discretion, provide you with updates. For the avoidance of doubt, we are not obligated to provide any updates of the Neuroventis Services.

## 7. License - restrictions

7.1. The Neuroventis Services made available by Us are Our exclusive property. All rights in and to the Neuroventis Services not expressly granted to You in these Terms of Use are reserved to Us.

7.2. During the usage period and subject to the timely payment of the fees (if applicable), we grant you a non-exclusive, personal, restricted, non-sublicensable and non-transferable license to use the Neuroventis Services in accordance with these Terms of Use ("License"). You are not allowed to use the Neuroventis Services for any commercial purposes or to use the Neuroventis Services, or a component of the foregoing in a manner not authorized by us. You shall use the Neuroventis Services solely in full compliance with (i) the present Terms of Use; (ii) any additional instructions or policies issued by us, including, but not limited to, those posted within the Neuroventis Platform or on our website <https://www.neuroventis.care>; (iii) any applicable legislation, rules or regulations and (iv) additional documentation provided.

7.3. You agree to use the Neuroventis Services only for their intended use as set forth in these Terms of Use. Within the limits of the applicable law, you are not permitted to

- (i) make the Neuroventis Services and/or additional provided documentation available or to sell or rent the Neuroventis Services and/or additional provided documentation to any third parties, without explicit written consent of us;

- (ii) adapt, alter, translate or modify in any manner the Neuroventis Services or additional provided documentation;
- (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Neuroventis Services or additional provided documentation to any third party;
- (iv) decompile, reverse engineer, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, concepts, algorithms, structure or organization) of the Neuroventis Services or additional provided documentation, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- (v) use or copy the Neuroventis Services or additional provided documentation except as expressly allowed under this Article 8;
- (vi) gain unauthorized access to Accounts of other users or the IT equipment or structure of us to provide the Neuroventis Services or additional provided documentation or use the Neuroventis Services or additional provided documentation to conduct or promote any illegal activities;
- (vii) use the Neuroventis Services or additional provided documentation to generate unsolicited email advertisements or spam;
- (viii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- (ix) use any high volume automatic, electronic or manual process to access, search or harvest information from the Neuroventis Services or additional provided documentation (including without limitation robots, spiders or scripts);
- (x) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Neuroventis Services or additional provided documentation;
- (xi) intentionally distribute any worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature or use the Neuroventis Services or additional provided documentation for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or
- (xii) remove or in any manner circumvent any technical or other protective measures in the Neuroventis Services or additional provided documentation.

7.4. Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding the Neuroventis Services or additional provided documentation or any part thereof, including but not limited to any right to obtain possession of any source code, data or other technical material relating to the Neuroventis Services.

7.5. By uploading, creating or otherwise providing information, data or images on or through the Neuroventis Services ("User Content"), and without prejudice to the provisions of our [Privacy Notice](#), you grant us a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license to use, copy, store, modify, transmit and display User Content to the extent necessary to provide and maintain the Neuroventis Services.

7.6. We reserve the the right, but are not obliged, to review and remove any User Content which is deemed to be in violation with the provisions of the Terms of Use or otherwise inappropriate, any rights of third parties or any applicable legislation or regulation.

## 8. Ownership

8.1. As between you and us, the Neuroventis Services, our Websites and all additional documentation provide, all worldwide Intellectual Property Rights pertaining thereto, are the exclusive property of us and/or its licensors.

8.2. All rights in and to the Neuroventis Services and/or additional documentation provided not expressly granted to you in this Terms of Use are reserved by us and our licensors. Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding the Neuroventis Services and/or additional documentation provided or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the Neuroventis Services or our Website.

## 9. Feedback

9.1. It is expressly understood, acknowledged and agreed that you shall, regardless of whether or not formally requested to do, provide to Neuroventis reasonable suggestions, comments and feedback regarding the Neuroventis Services, including but not limited to usability and test results (collectively, "Feedback"). If you provide such Feedback to Neuroventis, you shall grant Neuroventis the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights:

- to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any Neuroventis Product, technology, services (including the "Neuroventis Services"), specification or other documentation (individually and collectively, " Neuroventis Product(s)");
- to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Neuroventis Product;

9.2. Further, you warrant that its Feedback is not subject to any license terms that would purport to require Neuroventis to comply with any additional obligations with respect to any Neuroventis Products that incorporate any Feedback.

## 10. Fees

10.1. As mentioned in the general terms and conditions or in the relevant license agreement, you will have to pay the relevant Fees pursuant to the payment conditions set forth therein in order to be able to use the Neuroventis Services.

## 11. Suspension

11.1. Suspension for breach.

If we become aware or suspect, in our sole discretion, any violation by you of these Terms of Use or any other instructions, guidelines or policies (including but not limited to the [Privacy Notice](#) issued by us), then we may suspend or limit your access to the Neuroventis Services. The duration of any suspension by Neuroventis will be until you have cured the breach which caused such suspension or limitation.

#### 11.2. Suspension for non-payment.

If you do not timely pay the fees (if applicable), Neuroventis might automatically suspend your use of the Neuroventis Services. The duration of such suspension will continue until all breaches have been cured.

### 12. Liability

12.1. To the extent legally permitted under applicable law, we shall not be liable to you or any Third Party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, data, revenue, goodwill, production of use, procurement of substitute services, or property damage arising out of or in connection with the Neuroventis Services under these Terms of Use, including but not limited to any miscalculations, or the use, misuse, or inability to use the Neuroventis Services or other documentation provided, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if we have been notified of the likelihood of such damages. The limitation in this Article 11.2. shall not apply to the obligations of Neuroventis under Article 12 ("Warranties and disclaimers").

12.2. To the extent permitted by law, Neuroventis accepts no liability for any failure to maintain the Application and/or provide or deliver the Content in a timely manner.

12.3. You agree that we can only be held liable as per the terms of this Article 11 to the extent damages suffered by you are directly attributable to us. For the avoidance of doubt, we shall not be liable for any claims resulting from (i) your unauthorized use of the Neuroventis Services, (ii) your or any third party's modification of (any parts) of the Neuroventis Services, (iii) your failure to use the most recent version of the Neuroventis Services made available to you or your failure to integrate or install any corrections to the Neuroventis Services issued by us, or (iv) your use of the Neuroventis Services in combination with any non-Neuroventis Products or services. The exclusions and limitations of liability under this Article shall operate to the benefit of our affiliates and subcontractors under this Terms of Use to the same extent such provisions operate to our benefit

12.4. To the maximum extent permitted under applicable law, our liability arising out of or in connection with the Neuroventis Services under these Terms of Use whether in contract, warranty, tort or otherwise, shall not exceed the amount paid out under our compulsory insurance policy at the date on which the applicable liability claim arises. Nothing in these Term of Use shall limit or exclude our liability for (i) gross negligence; (ii) willful misconduct, (iii) fraud or personal injury.

12.5. The Neuroventis Platform may contain inaccuracies and typographical errors, including with respect to the Fees. We do not guarantee the accuracy or completeness of the content and services offered on our Neuroventis Platform. Furthermore, we expressly reserve the right to correct any erroneous information on the Neuroventis Platform.

12.6. We are not liable in any way for any damages resulting from Your acts or omissions based on the content available on the Neuroventis Platform. We shall also not be liable for any acts, errors, omissions, representations, warranties, violations or omissions of third party independent service providers.

### 13. Warranties and disclaimers

#### I. By us

13.1. Except as expressly provided in this Article 13 and to the maximum extent permitted by applicable law or obtained certification, the Neuroventis Services are provided "AS IS" and we make no (and hereby disclaim all) other warranties, covenants or representations, or conditions, whether written, oral, express or implied including, without limitation, any implied warranties of course of dealing, trade usage or practice, merchantability, suitability, availability, title, noninfringement, with respect to the use, misuse, or inability to use the Neuroventis Services (in whole or in part) or any other products or services provided to you by us.

We do not warrant that: We do not warrant that:

- all errors can be corrected, or that access to or operation of the Neuroventis Services shall be uninterrupted, secure, or error-free;
- The information available on or transmitted by the Neuroventis Services, is true, complete or accurate.

13.2. You specifically acknowledge and agree that we cannot be held liable for any healthcare or related decisions made by you or your physician based upon the Neuroventis Services. You acknowledge and agree that your physician, and not we, is solely responsible for the interpretation of your data or other healthcare information related to you.

13.3. You expressly acknowledge and agree that your use of the Neuroventis Services is at your sole risk. You acknowledge and agree that there are risks inherent to transmitting information over and storing information on the internet and that we are not responsible for any losses of your data in connection therewith.

13.4. We shall defend and indemnify you as specified herein against any founded and well-substantiated claims brought by third parties to the extent such claim is based on an infringement of the Intellectual Property Rights of such third party by the Neuroventis Services and excluding any claims resulting from:

- Your unauthorized use of the Neuroventis Services;
- Your or any third party's modification of any of the Neuroventis Services, our Website or additional provided documentation;
- Your failure to use the most recent version of the Neuroventis Services made available to you, or your failure to install any corrections or updates to the Neuroventis Services issued by us, if we indicated that such update or correction was required to prevent a potential infringement;
- Your use of the Neuroventis Services in combination with any non-Neuroventis Products or services.

13.5. Such indemnity obligation shall be conditional upon the following:

- We are given prompt written notice of any such claim;
- We are granted sole control of the defense and settlement of such a claim;
- Upon our request, you fully cooperate with us in the defense and settlement of such a claim, at our expense;
- You make no admission as to our liability in respect of such a claim, nor do you agree to any settlement in respect of such a claim without our prior written consent.

Provided these conditions are met, we shall indemnify you for all damages and costs incurred by you as a result of such a claim, as awarded by a competent court of final instance, or as agreed to you pursuant to a settlement agreement.

13.6. In the event the Neuroventis Services, in our reasonable opinion, are likely to or become the subject of a third-party infringement claim, we shall have the right, at our sole option and expense, to:

- Modify the ((allegedly) infringing part of the) Neuroventis Services so that they become non-infringing while preserving equivalent functionality;
- obtain for you a license to continue using the Neuroventis Services in accordance with these Terms of Use; or
- terminate the Licence and pay to you an amount equal to a pro rata portion of the Fees for that portion of the Neuroventis Services which is the subject of such infringement

13.7. The foregoing states the entire liability and obligation of us and the sole remedy of you with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the Neuroventis Services or any part thereof.

II. By the User

13.8. You represent and warrant us that (a) you have the authority to enter into this binding agreement personally and (b) that any User Content provided by you for the use of the Neuroventis Services is accurate and truthful and shall not (i) infringe any Intellectual Property Rights of third parties; (ii) misappropriate any trade secret; (iii) be deceptive, defamatory, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage our system or data; or (v) otherwise violate the rights of a Third Party.

13.9. You agree and acknowledge that we are not obligated to back up any User Content. You agree that any use of the Neuroventis Services contrary to or in violation of the representations and warranties of you in this Article constitutes unauthorized and improper use of the Neuroventis Services.

14. Updates to or changes in our Terms of Use and/or our Neuroventis Services

14.1. We reserve the right at any time, with or without cause and without prior notice and liability to You:

- To change, add to or modify these Terms of Use;
- To modify the Neuroventis Services. This includes removing or discontinuing, temporarily or permanently, any service or other feature of the Neuroventis Services without any liability to the User or any third parties; and/or
- To deny or discontinue, in part, temporarily or permanently, your use of and/or access to the Neuroventis Services.

14.2. Any such implemented changes, additions or modifications to the Terms of Use and/or the Neuroventis Services will take effect immediately upon our making them available on the Neuroventis Services or upon notification to You.

By continuing to use the Neuroventis Services, You agree to the implemented changes, additions or modifications to the Terms of Use and/or the Neuroventis Services

14.3. You do not have the right to change, add to or modify these Terms of Use in any way.

14.4. Regarding changes, additions and/or modifications to our Privacy Policy, You will be notified separately in accordance with our [Privacy Policy](#).

14.5. We advise You to regularly review the Terms of Use so that You remain aware of the most recent Terms of Use that You are bound to respect.

## 15. Term and termination

15.1. We shall grant you a license on the Neuroventis Services during your usage period unless the license is terminated in accordance with Article 14 of these Terms of Use. During your usage period, you will be eligible to receive all major and minor updates and upgrades for the Neuroventis Services.

For the avoidance of doubt, in the event you remove the Neuroventis Application from your mobile device before the expiration of the usage period, the User is not entitled to a refund of any pre-paid Fees (if applicable) for the remaining period of the usage period.

Upon expiration of the usage period, any user rights on the Neuroventis Services that were granted to you under these Terms of Use shall automatically expire. After the expiration of your usage period, you will still be able to access your data on your in the Neuroventis Application

15.2. **Termination for breach.** We may terminate with immediate effect these Terms of Use and your right to access and use the Neuroventis Services (i) if we believe or have reasonable grounds to suspect that you are violating these Terms of Use (including but not limited to any violation of our Intellectual Property Rights) or any other guidelines or policies (including but not limited to the Privacy Policy) issued by us or (ii) (if applicable) if you remain suspended for non-payment for more than 60 (sixty) days.

15.3. **Right of withdrawal.** Pursuant to Book VI Market Practices and Consumer Protection of the Belgian Economic Law Code (ELC), every customer (in his capacity as a consumer) has a right of withdrawal within 14 days with regard to products and/or services purchased via the Internet, by e-mail or by telephone.

15.4. **Effects of termination.** Upon the termination of these Terms of Use for any reason whatsoever in accordance with the provisions of these Terms of Use, at the moment of effective termination: (i)

you will no longer be authorized to access or use the Neuroventis Platform; (ii) Neuroventis may delete data associated with your Account, including but not limited to User content (iii) all rights and obligations of us and you under these Terms of Use shall terminate, except those rights and obligations under those sections specifically designated in Article 16.7.

## 16. Miscellaneous

### I. Force Majeure

16.1. We shall not be liable for any failure or delay in the performance of our obligations with regard to the Neuroventis Services if such delay or failure is due to causes beyond our control due including by not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, telecommunications, network, computer, server or Internet downtime, unauthorized access to our information technology systems by third parties or any other cause beyond our reasonable control (the "Force Majeure Event"). We shall notify you of the nature of such Force Majeure Event and the effect on our ability to perform our obligations under these Terms of Use and how we plan to mitigate the effect of such Force Majeure Event.

### II. Entire Agreement

16.2. These Terms of Use (including the [Privacy Notice](#)) constitute the entire agreement and understanding between you and us with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between you and us relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in these Terms of Use shall affect, or be used to interpret, change or restrict, the express terms and provisions of these Terms of Use.

### III. Severability

16.3. If any provision of these Terms of Use are, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Use will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

### IV. Waiver

16.4. Any failure to enforce any provision of these Terms of Use shall not constitute a waiver thereof or of any other provision.

### V. Assignment

16.5. You may not assign or transfer these Terms of Use or any rights or obligations to any third party. We shall be free to (i) transfer or assign (part of) its obligations or rights under the Terms of Use to one of its affiliates and (ii) to subcontract performance or the support of the performance of this Terms of Use to our affiliates, to individual contractors and to third party service providers without prior notification to you.

### VI. Notices

16.6. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address provided by you on your Account or via Push Notification on your smartphone.

If you change this email address, you must update your email address on your settings page (profile) of the Neuroventis Platform.

VII. Survival

16.7. Articles 8, 9, 12, 15, 16.7, 16.8 shall survive any termination or expiration of these Terms of Use.

VIII. Governing law and jurisdiction

16.8. Without prejudice to any mandatory legislation, these Terms of Use shall be exclusively governed by and construed in accordance with the laws of Belgium, without giving effect to any of its conflict of law principles or rules. The courts and tribunals of Brussels shall have sole jurisdiction should any dispute arise relating to these Terms of Use.

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If You have any further questions about the Neuroventis Platform or these Terms of Use, please contact us at the following address: [support@neuroventis.care](mailto:support@neuroventis.care).

The present Terms of Use are supplied electronically for the registration of the Neuroventis Platform. A paper format is available on request at [support@neuroventis.care](mailto:support@neuroventis.care).