

Eyesure: Terms and Conditions

Effective Date: March 2025

1. Interpretation and Definitions

1.1 Interpretation

In these Terms and Conditions (“Terms”), words in the singular include the plural and vice versa, and headings are provided for convenience only and shall not affect the interpretation of any provision.

1.2 Definitions

- **“Eyesure,” “we,” “us,” “our”**: Refers to Eyesure, its affiliates, subsidiaries, successors, and assigns.
- **“User,” “you,” “your”**: Refers to the individual or entity accessing or using our websites, mobile applications, and any related services, collectively referred to as the “Services.”
- **“User Content”**: Refers to any content, such as text, images, or other materials, submitted, posted, or transmitted by you through the Services.
- **“Medical Data”**: Refers to any fundus images or health-related data processed through the Services.
- **“Content”**: Refers to any text, images, software, or other materials provided by Eyesure or its licensors through the Services.

2. Acceptance of Terms

2.1 Binding Agreement

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, including any additional terms and policies referenced herein (e.g., our Privacy Policy).

2.2 Eligibility

You represent and warrant that you are at least the legal age of majority in your jurisdiction or have obtained the consent of a parent or legal guardian who agrees to be bound by these Terms on your behalf.

2.3 Geographical Scope

Eyesure operates on a global basis. You acknowledge that it is your responsibility to ensure that your use of the Services complies with all applicable local, state, national, and international laws and regulations.

3. Scope of Services

3.1 Service Overview

Eyesure offers AI-powered detection of Diabetic Retinopathy, Age-related Macular Degeneration (ARMD), and Glaucoma from fundus images. The Services may be modified, updated, or discontinued at any time without prior notice, and such modifications may include the addition or removal of functionalities, features, or Content.

3.2 Updates and Upgrades

Eyesure may, from time to time, release updates or upgrades that enhance, improve, or modify the Services. These Terms shall apply to any such updates or upgrades unless such updates or upgrades are accompanied by a separate license or additional terms.

3.3 No Guarantee of Availability

Eyesure does not guarantee that the Services will always be available, uninterrupted, or error-free and shall not be liable for any unavailability, interruption, or discontinuance of the Services for any reason.

4. User Accounts and Registration

4.1 Account Creation

Certain features of the Services may require you to create an account. When creating an account, you agree to provide current, accurate, and complete information and to update such information promptly if it changes.

4.2 Account Security

You are solely responsible for maintaining the confidentiality of your username and password. Any activity conducted using your account credentials is your responsibility. If you suspect unauthorized access to your account, you must notify us immediately.

4.3 Multiple Accounts

You may not create multiple accounts for unlawful or abusive purposes or for the purpose of circumventing any restrictions imposed by Eyesure.

5. License and Intellectual Property Rights

5.1 Ownership

Except for User Content, all intellectual property rights in and to the Services and the Content (including, without limitation, copyrights, trademarks, and patents) are owned or licensed by Eyesure. These materials are protected by various intellectual property laws and treaties worldwide.

5.2 Limited License

Subject to your compliance with these Terms, Eyesure grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Services for your personal, non-commercial purposes.

5.3 Restrictions

You shall not:

1. Reproduce, distribute, or publicly display any part of the Services or Content without prior written permission from Eyesure.
2. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software underlying the Services.
3. Remove, alter, or obscure any copyright, trademark, or other proprietary notices contained in the Services or Content.

6. User Content

6.1 Submission of Content

If the Services permit you to upload, submit, or post User Content, you represent and warrant that you hold all necessary rights, licenses, and permissions to grant the license set forth in Section 6.2 and that your User Content does not violate any third-party rights or applicable laws.

6.2 License Grant

By submitting User Content, you grant Eyesure a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, modify, create derivative works from, display, and distribute such User Content in connection with operating, promoting, and improving the Services.

6.3 Compliance with Community Guidelines

You agree to comply with any community guidelines or acceptable use policies that Eyesure may publish or update from time to time, and you agree not to post or transmit any content that is unlawful, harmful, abusive, or otherwise objectionable.

6.4 Monitoring and Enforcement

Eyesure reserves the right, but does not assume any obligation, to monitor, remove, or disable access to any User Content for any or no reason, including User Content that Eyesure, in its sole discretion, determines violates these Terms or is otherwise objectionable.

7. Privacy Policy

Your use of the Services is also governed by our Privacy Policy, which explains how we collect, use, disclose, and protect your personal data. By using the Services, you consent to the collection and use of your personal data as described in the Privacy Policy.

8. Disclaimers

8.1 No Warranties

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EYESURE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8.2 No Guarantee of Accuracy

Eyesure’s AI-based analysis is for informational purposes only. The results are not a substitute for professional medical advice, diagnosis, or treatment. Users should consult healthcare professionals before making medical decisions based on AI analysis.

9. Limitation of Liability

9.1 Exclusion of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EYESURE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SERVICES.

9.2 Cap on Liability

IN NO EVENT SHALL EYESURE’S TOTAL LIABILITY EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING THE SERVICES IN THE PAST TWELVE (12) MONTHS OR USD \$100, WHICHEVER IS GREATER.

10. Indemnification

You agree to defend, indemnify, and hold harmless Eyesure from any claims, actions, or liabilities arising from your use of the Services or violation of these Terms.

11. Governing Law and Dispute Resolution

Some jurisdictions do not allow certain limitations of liability or exclusions of warranties. To the extent that a court of competent jurisdiction finds that applicable law prohibits enforcement of any provision of this Section, such provision shall be limited or eliminated to

the minimum extent necessary so that the remaining provisions of these Terms remain in full force and effect.

12. Contact Information

For any inquiries or concerns, please contact us at:

Email: helpdesk.nuvoai@gmail.com

This version aligns with the RadioVision format while tailoring it to Eyesure's AI-based detection of Diabetic Retinopathy, ARMD, and Glaucoma. Let me know if you need any modifications.

Eyesure: Privacy Policy

Effective Date: March 2025

1. Introduction

Eyesure (“we,” “us,” or “our”) is committed to protecting the privacy and confidentiality of your personal information, including any medical or health-related data you choose to upload, store, or process through our platform (“Personal Information”). This Privacy Policy (“Policy”) explains how we collect, use, disclose, store, and protect Personal Information when you (“User” or “you”) access or use our websites, mobile applications, and related services (collectively, the “Services”).

If you do not agree with any part of this Policy, you must refrain from using our Services. By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by this Policy.

2. Scope

1. **Applicability:** This Policy applies to all Personal Information collected through the Services.
2. **Medical Context:** Eyesure may be used to upload, store, and process medical or health-related information for various purposes, including communication with healthcare providers, personal health tracking, or other healthcare-related functionalities.
3. **Jurisdictional Compliance:** Depending on your location and the nature of the information, certain regulatory requirements (e.g., HIPAA in the United States, GDPR in the European Union, or other local laws) may apply. Eyesure strives to comply with relevant data protection regulations; however, the specific obligations may vary based on how you use the Services.

3. Information We Collect

We may collect and process the following categories of Personal Information:

1. **Identification Data**
 - a. Name, age, gender, location, mailing address, username, and password.
2. **Medical or Health-Related Data**
 - a. Information about your health condition, medical history, diagnoses, treatments, test results, and other clinically relevant data you choose to upload or transmit through the Services.

b. Data provided by healthcare professionals or third-party medical devices (e.g., lab results, fundus images) integrated into our platform.

3. Usage Data

a. Information about how you interact with the Services, including device identifiers, IP addresses, browser type, pages visited, and timestamps.

4. Communication Data

a. Content of inquiries, customer support requests, or other communications with us.

5. Payment Data (if applicable)

a. Credit card or other financial account information for subscription or paid features.

Note: The exact categories and volume of data we collect depend on your specific usage of our Services.

4. How We Use Your Information

Eyesure uses Personal Information for the following purposes:

1. Provision of Services

- a. To register and manage user accounts.
- b. To facilitate the upload, storage, retrieval, and sharing of medical records and other health-related data.
- c. To provide features allowing communication between patients, healthcare professionals, or caregivers.

2. Medical Support and Coordination

- a. To enable healthcare providers to access and review your medical data (with your consent or as otherwise permitted by law).
- b. To support care coordination, monitoring, or other clinical services, if applicable.

3. Product Improvement and Analytical Purposes

- a. To enhance, refine, and develop new features or services through advanced data analytics.
- b. Where legally permissible and with appropriate consent, health-related data may be processed in a secure manner to improve service functionality, reliability, and efficiency (e.g., aggregated and de-identified data used for algorithmic improvements).

4. Communication

- a. To respond to user inquiries, technical support requests, or comments.
- b. To send administrative or promotional communications, subject to your marketing preferences or consent where required.

5. Compliance and Legal Obligations

- a. To comply with applicable laws, regulations, or governmental requests.
- b. To investigate or prevent possible wrongdoing in connection with the Services.

6. Fraud Detection and Security

- a. To prevent, detect, and investigate fraudulent or unauthorized activities.
- b. To monitor the technical functioning and security of the Services.

5. Legal Bases for Processing (Where Applicable)

In certain jurisdictions (e.g., the European Union), we must have a valid legal basis for processing your Personal Information, which may include:

- **Consent:** When you have given clear and explicit consent to process certain sensitive data (e.g., medical or health-related information).
- **Performance of a Contract:** When processing is necessary to provide the Services (e.g., uploading or sharing medical data).
- **Legal Obligation:** When processing is necessary to comply with applicable laws or regulations.
- **Legitimate Interests:** When processing is necessary for our legitimate interests (e.g., product improvement, data analytics), provided that such interests do not override your fundamental rights and freedoms.

6. Disclosure of Your Information

We may share Personal Information with third parties under the following conditions:

1. **Service Providers**
 - a. We engage trusted third-party vendors to perform functions on our behalf (e.g., cloud hosting, data analytics, payment processing). These entities are contractually required to protect your data and only process it according to our instructions.
2. **Healthcare Providers**
 - a. If you use our Services in a clinical context or authorize the sharing of your health data, we may share relevant medical information with your healthcare providers or other authorized medical personnel.
3. **Aggregated and De-Identified Data**
 - a. We may share aggregated or de-identified data with research partners, academic institutions, or other third parties to improve the Services, develop new features, or conduct research. This data does not identify you personally.
4. **Business Transfers**
 - a. In the event of a merger, acquisition, asset sale, or other corporate transaction, your Personal Information may be transferred as part of the transaction, subject to confidentiality obligations and appropriate safeguards.
5. **Legal or Regulatory Requirements**
 - a. We may disclose Personal Information if required by law or in response to lawful

requests by public authorities (e.g., to comply with a subpoena, court order, or other legal process).

6. Consent

a. We may disclose your Personal Information to a third party when you have expressly provided consent for such disclosure.

7. International Data Transfers

Your Personal Information may be processed in countries outside of your jurisdiction, which may have different data protection laws. Where required by local law or regulation (e.g., GDPR), we will implement appropriate safeguards, such as Standard Contractual Clauses, to ensure the protection of your data when transferred internationally.

8. Data Retention

We retain Personal Information only for as long as necessary to fulfill the purposes outlined in this Policy or to comply with our legal or contractual obligations. Retention durations may vary based on the nature of the medical data, relevant healthcare regulations, and requirements imposed by applicable law.

9. Security Measures

Eyesure takes reasonable administrative, technical, and physical measures to safeguard your Personal Information against unauthorized access, disclosure, alteration, or destruction. These measures include encryption of data (both at rest and in transit), secure data centers, and limited access controls. While we strive to protect your data, no security system is infallible; thus, we cannot guarantee absolute security.

10. Children's Privacy

Eyesure does not knowingly collect or solicit Personal Information from individuals under the age of 13 (or the applicable age of majority in your jurisdiction) without verifiable parental or guardian consent. If we become aware that we have collected such information without appropriate authorization, we will promptly delete it. If you believe we have collected data from a minor, please contact us at the address in Section 14.

11. Your Rights and Choices

Depending on your jurisdiction, you may have certain rights regarding your Personal Information, such as:

- Access, rectification, erasure, restriction of processing, data portability, objection, or withdrawal of consent.

To exercise any of these rights, please contact us using the details provided in Section 14.

12. Third-Party Websites and Services

Our Services may contain links to third-party websites or services that operate independently of us. We are not responsible for the content, security, or privacy practices of these external platforms.

13. Changes to This Policy

We reserve the right to modify or update this Policy at any time. Continued use of our Services after updates constitutes acceptance of the revised Policy.

14. Contact Information

For privacy-related inquiries, contact us at:

Email: helpdesk.nuvoai@gmail.com