

## TERMS OF USE

Thank you for choosing Livfree!

Do not forget that by accessing and/or using the App, you hereby agree to the following terms and conditions:

### INTRODUCTION

1. These Terms of Use are an agreement entered into by and between the User and T1D with its headquarters in Ophain-Bois-Seigneur-Isaac at Rue de Bois-Seigneur-Isaac, 40/Bât 8, 1421 Ophain-Bois-Seigneur-Isaac, Belgium, registered with the Crossroads Bank of Enterprises under number 0692.880.601 (the '**Service Provider**').
2. The goal of the Service Provider is to provide a mobile app that helps people suffering from different health problems to avoid or reduce the undesirable effects of their diseases e.g. hypoglycemic coma for a diabetic person (the '**App**').
3. These Terms of Use govern User's access to and use of the App so the User is obliged to read it carefully before using the App.
4. The User needs to know that his/her access and use of the App constitutes his/her informed consent to these conditions and our Privacy Policy. Unfortunately, if the User disagrees with any part of these Terms of Use, the User is not allowed to use the App.

### DEFINITIONS

5. The following terms used in these Terms of Use shall have the meaning ascribed to them below:

<b>Account</b>	refers to a set of resources and rights within a given computer system assigned to the User.
<b>Activity</b>	refers to the User's displacement (together with the Device) of 5 meters or the User's acknowledging presence by unlocking his phone or clicking on a push notification sent 3 minutes before the end of the Maximal Inactivity Period.
<b>Alarm</b>	Alarm programmed in the App menu, for instance to wake up the User every morning

<b>App</b>	refers to a mobile app that helps people suffering from different health problems to avoid or reduce the undesirable effects of their diseases (e.g. hypoglycemic coma for a diabetic person), owned by the Service Provider.
<b>Copyrights</b>	refers to legal rights created by the local law that grant the creator of an original work exclusive rights for its use and distribution.
<b>GPS Button</b>	refers to the button in the upper left hand corner of the App home page, that allows the User to use (after switching ON) the phone GPS function.
<b>Intellectual Property Rights</b>	refers to any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, copyrightable or mask work rights, neighboring rights and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, rights to know-how and trade secrets, and industrial property rights; (e) layout design rights, design rights, , topographic right (f) Internet domain names, (g) rights to software and computer software programs (including but not limited to source code and object code), rights to data, database sui generis right and documentation thereof; and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; whether registered or not and (h) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.
<b>Main Button</b>	refers to the main button in the middle of the App home page
<b>Maximal Inactivity Period</b>	refers to the maximum time of the User's lack of Activity (by default 45 minutes).
<b>Alert</b>	<p>refers to a text message (SMS) and the information of the User's current location (if the GPS function is "ON") sent to the User's contact person in following cases:</p> <ul style="list-style-type: none"> <li>• after the Maximum Inactivity Period;</li> </ul>

- 10 minutes after having pressed the SOS button (the time can be changed by the User in the settings of the App);
- 5 minutes after the Alarm has been ringing.

The content of the Alert is provided by the User during the Account creation.

**SOS Button**

refers to the SOS button on the App's home page.

**SOS Timer**

refers to the time set by the User after which the Alert is sent (once the SOS button was pressed).

**Terms of Use**

refers to these Terms of Use.

**User**

refers to any natural person accessing and using the App.

**GENERAL RULES OF THE APP USE**

6. The Service Provider has created, developed and deployed the App. The App is compatible with Android and iOS.
7. The App can be used by any User, but if the User is below 18 years-old, the access and the use of the App is possible only with the supervision and consent of a parent or a legal guardian.
8. The App will notify the User's contact person indicated in the User's Account, if the User does not prove the Activity within a configurable period of time.
9. The User is obliged to connect the User's phone to a phone network with internet connection (EDGE minimum). Otherwise, the App will not be able to work properly and to send the Alert in form of a text message (SMS) to the contact person indicated in the User's Account.
10. The User is obliged to make sure that the User's phone has enough battery (in particular if the GPS option is ON). The App is able to work only when the phone is ON.
11. The Alert is sent automatically:
  - a) two (2) minutes after the Maximum Inactivity Period, if the User presses the Main Button (to start the Activity monitoring) and the App does not register the Activity within the Maximum Inactivity Period,

- b) five (5) minutes after the Alarm started to ring, if the User does not stop or snooze it,
- c) two (2) minutes after the SOS Timer, if the User presses for 3 seconds the SOS Button.

If the SOS Button is pressed again before the end of the SOS Timer, the App comes back to its previous state and stops the monitoring of the Activity if the Main Button was previously pressed.

12. At the time the Alert is sent to the User's contact person, the monitoring of Activity turns off.
13. In case of not registering the Activity within the monitoring time by the App (when the Main Button was pressed), or not cancelling the SOS after having pressed the SOS Button and before the end of the SOS Timer, the App will start an Alert procedure. The phone will be emitting a series of vibrations, light and sounds for 2 minutes before the Alert is sent out to the User's Contacts.
14. The Alert procedure, mentioned in the paragraph 13 above, is carried out as follows:
  - a) 0-30 seconds – vibrations of the User's phone,
  - b) 30-45 seconds – vibrations of the User's phone and phone's screen is switched on,
  - c) 45-120 seconds – vibrations, phone's screen is on and sound alarm.
15. At the moment of turning on the Alert procedure, a pop-up message asking to cancel the Alert will appear on the User's phone screen. If the Alert is cancelled, the App reinitializes the monitoring time (if the Main Button was pressed) or disengages the SOS Button (if it was pressed).
16. If the safety widget function and the GPS function are enabled in the App menu, the safety widget appears on the User's phone screen 5 minutes after locking your phone, giving any stranger a chance to help the User by following the advices appearing on the User's phone screen after pressing the widget.
17. Any access to the App will reinitialize the monitoring of the Activity (if the Main Button was pressed).
18. Information about the next Alarm will appear in the App home page only if the User engaged the life check with Alarm with the App. The User can select such option in the App settings.

## **YOUR ACCOUNT**

19. To be able to access and use the App, the User is obliged to allow the App to interact with the User's phone, among others by an access to the User's personal data (as name, surname and

phone number), the User's contact list created on the User's phone, information about the User's current location, etc.

20. The information of the User's current location is needed to let the App switch the GPS ON when GPS Button is engaged.
21. The App does not require to create any specific name (login) and/or password.
22. The Service Provider reserves the right, but has no obligation, to monitor any Accounts and/or activities conducted through or in any way related to the App.
23. The access and the use of the App requires the User's informed consent to these Terms of Use. The User gives such consent by clicking an accept button while creating the Account.
24. To use the App, the User needs to create his/her personal Account by providing following information:
  - a) contact person (at least one) – by giving his/her name, surname and phone number (such person will be informed of the User's lack of Activity after Maximum Inactivity Period if the Main Button was pressed, 5 minutes after the Alarm has been ringing, or once the SOS Timer is reached if SOS Button was pressed);
  - b) the content of the Alert (e.g. *I may need assistance, please check if I am ok*);

Values for the Maximum Inactivity Period and SOS Timer mentioned in the paragraph 24a can be modified by increments of 5 minutes. Moreover, SOS Timer can be set to 0 (zero) minutes.

25. The User is obliged to keep information mentioned above up to date. Otherwise, the App will not work correctly.
26. From the moment of creating the Account, the 1 month-free-trial starts for the User. After that time, the User is free to choose one of the following options:
  - a) resignation of further use of the App (deletion of the Account is needed),
  - b) continuance of the App use by payment specified by the Service Provider per every month of use with the possibility of resignation of the App use after that time; or
  - c) continuance of the App use by payment specified by the Service Provider per year of use with the possibility of resignation of the App use after that time. This option includes a contribution

equal to 10% of this yearly payment that will be redeemed to a local association helping diabetic people.

Activation of subscriptions mentioned above will be confirmed by a text message (SMS) or an email.

## **INTELLECTUAL PROPERTY RIGHTS**

27. The Service Provider is the owner and the holder of all the Intellectual Property Rights to the App. The App is, and shall at all times remain, the exclusive property of The Service Provider. Materials derived from the App may not be used by the User, unless The Service Provider grants permission or it is permitted by law. These conditions do not give the User the right to use any of the trademarks connected with the App.
28. The Service Provider, as a licensor, grants and the User accepts a restricted, non-exclusive, non-transferable, revocable and paid license (except for the first free trial month) to use the App in accordance with these Terms of Use.
29. The license, mentioned in the paragraph 28 above, is granted for a period of time described in a subscription chosen by the User in accordance with the paragraph 26 of these Terms of Use. Every paid subscription will be automatically renewed after the period of subscription chosen by the User. In case of resigning and avoiding the automatic renewal of the subscription, the User is obliged to terminate an agreement with the Service Provider by pressing the 'Unsubscribe' button in the App menu before the end of a period of time described in a subscription chosen by the User. The license includes one month of free trial, starting from the moment of the Account creation.
30. The User may not delete, obscure or change any legal information displayed on or in connection with the App.
31. The User is not allowed to use the App or a component thereof in a manner not authorized by The Service Provider. Within the limits of the applicable law and unless agreed otherwise, the User is not permitted to (i) make the App available or sell or rent the App to any Third Parties; (ii) adapt, alter, translate or modify in any manner the App; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the App 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, algorithms, structure or organization) of the App, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (v) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the App; (vi) intentionally distribute any Virus, or other items of a destructive or deceptive nature or use the App for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or (vii) remove or in any manner circumvent any technical or other protective measures in the App.

- 32. The Service Provider reserves the right to modify or update the App at any time, to provide a new version thereof, and to change the functionalities and characteristics of the App without prior notification to the User.
- 33. There might be available some content (e.g. advertisements) in the App that does not belong to the Service Provider. The sole responsibility for these materials belongs to the entity that created them.
- 34. The Service Provider cooperates with local associations that may print and distribute materials promoting the App (e.g. flyers) among potential users and health professionals. The Service Provider is not liable for the content of such materials, unless the agreements between the Service Provider and the local associations provides otherwise.
- 35. The User is obliged to notify, via email to [info@livfree.io](mailto:info@livfree.io), any case of an observed violation of the Service Provider's intellectual property rights.

## **USE AND TERMINATION**

- 36. The User is obliged to use the App in accordance with rules presented in these Terms of Use, applicable law and principles of social coexistence.
- 37. The Service Provider may suspend or terminate the provision of the App to the User, if the User do not comply with the rules mentioned in these Terms of Use or if the Service Provider investigates alleged misconduct.
- 38. The Service Provider has a right to suspend or discontinue the App at any time, in particular if the subscription fee is not paid. Such suspension or discontinuance shall be notified to the User at

least 7 days prior to the planned suspension or discontinuance of the App. In the situation described in this paragraph, the Service Provider Is obliged to return the subscription fee of the amount corresponding with the remaining subscription time.

#### **DISCLAIMERS, WARRANTIES AND LIMITATION OF LIABILITIES**

39. In connection with the use of the App, the User may receive advertisements about services, administrative messages and other information from the Service Provider. The User may opt out of receiving some of these messages.
40. In case of any problems, questions and/or suggestions, the User is welcome to contact the Service Provider via email to [info@livfree.io](mailto:info@livfree.io).
41. The App is provided on an "as is" and "as available" basis, and without any representations, warranties or conditions of any kind, whether expressly or implicitly, and including without limitation representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy or completeness, all of which are hereby disclaimed by the Service Provider to the fullest extent permitted by law.
42. The Service Provider makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of the information provided by the App or that such information will be uninterrupted or error free or that any defects can or will be corrected. Without limiting the generality of the foregoing, the Service Provider makes no representations or warranties with respect to any information offered or provided within or through the App regarding any action or application of medication.
43. The Service Provider does not provide any medical advice in the App. The User should not rely on anything contained in the App, and the User should consult a licensed doctor in all matters relating to the User's health. The User's hereby agree to not make any health or medical related decision based, in whole or in part, on anything contained in the App.
44. The Service Provider is not liable for any loss or injury caused, in whole or in part, in connection with using the App. Especially, the Service Provider is not liable for any errors, omissions, or inaccuracies in the App regardless of how caused.



## **INDEMNIFICATION**

45. The Service Provider will (1) defend, or at its option settle, as specified herein against any founded and well-substantiated claim brought by a third party against you (a “Suit”) to the extent such Suit claims that your use of the App as permitted in this Agreement constitutes an infringement or misappropriation by you of a third party’s Intellectual Property Rights; and (2) pay (i) any final judgment or award directly resulting from such Suit or (ii) those damages agreed to by the Service Provider in a monetary settlement of such Suit. Such indemnity obligation shall be conditional upon the following:
- (i) the Service Provider is given prompt written notice of any such claim;
  - (ii) the Service Provider is granted sole control of the defense and settlement of such a claim;
  - (iii) upon the Service Provider’s request, you fully cooperate with the Service Provider in the defense and settlement of such a claim, at the Service Provider’s expense; and (iv) you don’t make any admission as to the Service Provider’s liability in respect of such a claim, nor do you agree to any settlement in respect of such a claim without the Service Provider’s prior written consent. Provided these conditions are met, the Service Provider 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 by you pursuant to a settlement agreement.
46. If the App, in whole or in part, becomes, or in the Service Provider’s opinion is likely to become, the subject of a third-party claim of infringement, the Service Provider shall have the right, at the Service Provider’s sole option and expense, to:
- (i) procure the right to continue using the App;
  - (ii) replace the App with non-infringing software or services which do not materially impair the functionality of the App; or
  - (iii) modify the App so that it becomes non-infringing.
47. Notwithstanding the foregoing, the Service Provider shall have no obligation under this section or otherwise with respect to any Intellectual Property Rights infringement claim that would not have arisen but for (w) any use of the App not in accordance with this Agreement or as specified in the Documentation; (x) any use of the App in combination with other products, equipment, software or data not supplied by the Service Provider or (y) any authorized modification of the App by any third party.

48. The foregoing states the entire liability and obligation of the Service Provider and the sole and exclusive remedy of the Subscriber with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the App or any part thereof.

#### **ASSIGNMENT**

49. The Service Provider may freely assign or transfer any or all of the rights and obligations described under this Agreement without your consent and without notice to you. You may not assign this Agreement or any of your rights and duties hereunder without the prior written consent of the Service Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.

#### **SEVERABILITY**

50. If any provision of this Agreement is declared or determined by a competent court to be unenforceable or invalid: (i) the validity of the remaining parts, terms or provisions shall not be affected by that determination; (ii) the unenforceable or invalid part, term or provision shall not be deemed to be part of this Agreement; and (iii) such court may substitute a provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by applicable law.

#### **ENTIRE AGREEMENT**

51. This Agreement constitutes the complete and exclusive agreement between the parties thereto relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties thereto relating to this subject matter.

#### **WAIVER**

52. The waiver or failure by the Service Provider to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the Service Provider

set forth in this Agreement are cumulative and are in addition to any rights or remedies the Service Provider may otherwise have at law or equity, except with respect to any sole and exclusive remedies expressly provided for herein.

#### **FORCE MAJEURE**

53. The Service Provider shall not be responsible for delays or failures in performance of its obligations under this Agreement resulting from strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters, unauthorized access to the Service Provider's information technology systems by third parties or any other reason where failure to perform is beyond the reasonable control of, the Service Provider.

#### **INTERPRETATION**

54. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement.

#### **GOVERNING LAW – JURISDICTION**

55. These Terms of Use shall be governed by and construed solely and exclusively in accordance with the laws of Belgium, without giving effect to any law that would result in the application of the law of another jurisdiction.
56. Any dispute arising out of or in connection with these Terms of Use that shall not be amicably settled by the parties through good faith negotiations within 3 months after notification in writing by any of the parties, shall be finally settled by the relevant courts of Belgium.
57. All notices, consent forms and other communications that must be or may be sent between the parties under these Terms of Use shall be in writing, sent to:
- a) the Service Provider via email to [info@livfree.io](mailto:info@livfree.io),
  - b) the User by using the User's phone number or email address provided by the User

58. The Service Provider is obliged to respond to any message left by the User as soon as possible but not later than within 30 days from the day when the Service Provider received such message.