

# TERMS AND CONDITIONS OF USE - NEODATE

## 1 Introduction

We thank you for choosing NEODATE created by researchers from the Department of Life Sciences of the Universidade do Estado da Bahia - UNEB ("algorithm", "we", "UNEB", "University", "file ", "program", "software", "site", "web app", "technology", "tool"). This tool was created to reduce the time spent on calculations to correct the gestational age of the kids born preterm, as well as to reduce the probability of occasional errors, but not to guarantee the total elimination of errors. With this, it is possible to make the assessment of neuropsychomotor development and kid's growth more efficiently.

This technology is not for profit and its creators do not receive financial resources for any action related to the tool. In addition, the authors of the tool declare the total absence of conflicts of interest.

The tool is a WEB APP that can be accessed on unlimited devices, including cell phones, computers and tablets with internet connection. Its source code is entirely available for viewing and understanding how the tool works.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY.

We remind you that the probability is very small, but there may be a technical failure in the application, in this situation we are not responsible. By accessing the web app, you declare that you have read and agree to the terms set out in this document.

## 2 Changes to Terms and Conditions

From time to time, we may make changes to the Terms for valid reasons, such as improving existing functions or features or adding new functions or features, implementing scientific and technological advances, and reasonable technical adjustments, ensuring operability or safety of the tool, as well as for legal, regulatory or regimental reasons.

## 3 Rights you grant us

In accordance with the General Regulation on Data Protection (RGPD) and Brazilian legislation, UNEB and the creators guarantee that data will not be shared with any other institution or company. However, by accessing the software, you authorize us to use the demographic information collected by cookies in the future, to improve the algorithm, and for academic purposes: to carry out and publish scientific research and to disseminate it.

## 4 Usage Requirements and USER Responsibilities

To use the algorithm and access any content, you must:

- A. Be 18 years old or older;

- B. Have the power to enter into a binding contract with us and not be prevented from doing so by applicable law;
- C. Be a health professional duly recognized by the MEC (Ministry of Education) or Ministry of Health or be a student in the health area at an institution recognized by the MEC of your country, in the case of use in situations of care or research, provided that it is supervised by a health professional, in the case of a student;
- D. Use the tool in any assistance situation involving human beings only under the supervision of a health professional, because he will be able to identify a possible human or technical error.
- E. Commit not to use the algorithm in situations involving assistance to living beings other than humans.
- F. Agree that in case of technical failure of the application, human error or any other problem related to the algorithm, the programming language of the web app, the browser or device, the USER is entirely responsible and needs to know and be supervised by a professional who has knowledge technical and legally recognized to exercise the health professions that accompany or diagnose the growth and development of kids.

## **5 Prohibitions**

NEODATE is the intellectual property of UNEB and its creators and must not be copied or shared by people who do not have prior authorization. We expect you to respect the intellectual property rights set out in [LAW No. 9,609, OF FEBRUARY 19, 1998](#). Therefore, you must follow the rules that follow. It is prohibited for any reason to:

- A. Copy, distribute, reproduce, record, transfer, perform or display to the public, disclose, or make available to the public, any part of the algorithm or the content contained therein or its source code, as well as making any use NEODATE that is not expressly permitted by the Terms or by Brazilian law or that in any way violates the intellectual property rights (such as copyright) relating to NEODATE or the content it contains or any part of it;
- B. Sell, rent, sublicense or lease any part of the NEODATE service or content therein.

## **6 Obligations and Responsibilities of UNEB and creators**

Under no circumstances will UNEB or creators be responsible for:

- A. Failures to access NEODATE arising from circumstances related to the unavailability of the Internet in general, power outages, digital or physical malfunction of any telecommunications network , interruptions or suspensions of connection and failures in the software and/or hardware used by USERS;
- B. Any problems, bugs, glitches or malfunctions that occur on USERS' devices and equipment and are the result of irregular use or use of incompatible or outdated browsers or equipment;
- C. System errors that change data;
- D. Any direct or indirect damage caused by third-party events, such as hacker attacks, system, server or Internet connection failures, including malicious software actions, such as viruses, Trojan horses and others that may in any way , damage the USERS'

equipment or connection as a result of access, use or navigation in the algorithm, as well as the transfer of data and files contained therein.

UNEB does not request personal information through emails. UNEB is not responsible for any fraudulent electronic communications that collect personal data (phishing).

UNEB or the creators of NEODATE may modify, suspend or temporarily discontinue the features, Services and/or content of NEODATE, at their sole convenience, whenever they deem necessary to offer the best services to the USER.

UNEB may, at any time, change, adapt or remodel the content, layout, functionalities and/or tools related to the algorithm, provided that it complies with Brazilian legislation.

UNEB will not be responsible, under any circumstances, for any losses and damages, including lost profits, related to the suspension of access or malfunction of the software. USERS do not have any right to claim in relation to the availability of the algorithm, nor may they claim compensation or compensation for damages in the event that the application malfunctions, regardless of the reason.

UNEB may restrict, limit or prevent, by any means or form, the access of one or more USERS to the algorithm, at its sole discretion, especially in repeated cases of suspected fraud or any other actions that harm or may harm the functioning of the software.

UNEB reserves the right, at any time and without prior notice, to suspend the services of the USER that violates any of the provisions set forth herein, practice, assist or instigate acts that may harm the proper functioning of the software, or come to use from unlawful acts for actions in NEODATE, including but not limited to, the insertion of false and/or incorrect data, among other acts that may violate any legal provision provided for in the legal system.

## **7 Contact Information**

Instagram: <https://www.instagram.com/neodate.uneb/>

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