

Terms & Conditions of Use

SPICE provides the ability to modify the Terms and Conditions to the Country in which the application is used. The below is the template provided which can be customized for the specific country.

Terms and Conditions

Terms of Service

These Terms of Service (“TOS”) apply to the access and use of our mobile based applications (which is referred to as “**Platform**”) and use of our products and services provided through the Platform (“**Services**”). The Platform is owned, managed, and operated by MEDTRONIC LABS having its registered office at Nairobi Garage, Delta Corner Annex, 4th Floor-Unit 5, Ring Road, Westlands (hereinafter referred as “**us**”/ “**we**”/ “**SPICE**”/ “**Company**”).

These TOS govern the use of the Platform and Services by you, your staff (“**Staff**”), and the patients and end users who are using the Platform (“**Patients**”). Health workers, Staff and Doctors are jointly referred to as “**Users**” or “**you**”. By accessing or using the Platform, registering for Services offered on the Platform, or by accepting, uploading, submitting or downloading any information or content from or to the Platform, you shall have agreed to these TOS.

IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TOS, we request you DO NOT USE THE PLATFORM.

1. Acceptance of Terms

Your use of the Platform is subject to these TOS, which may be updated, amended, modified or revised by Medtronic Labs from time to time without any notice to you. It is important for you to refer to these TOS from time to time to make sure that you are aware of any additions, revisions, amendments or modifications that we may have made to these TOS. Your use of the Platform and engagement with SPICE constitutes your acceptance of these TOS. Your use of the Services herein is under a limited, non-transferable, non-licensable, non-assignable licence to use the Services granted by SPICE only for the purposes mentioned herein.

1. Use of Services

The Platform and Services are designed to assist the health care providers to store, obtain and review health information of the Patients who visit their clinics or hospitals. The health care providers can review the health information such as the Patient’s vitals, medical reports, medical records, etc. (“**Data**”) and provide feedback, advice and suggestion or any other information that may be relevant to the Patient. The Platform

and Services are designed to allow the health care providers to seamlessly access their Patient Data via the Platform and use the Data to provide healthcare services to the Patients. We endeavour to provide a functional and convenient Service through our Platform, but we do not guarantee that your web browser, or mobile device will be compatible with the Platform or the Services or that the Platform and Services will be available uninterrupted or that any content will be error free. Medtronic Labs is not responsible for any interruption in Services or availability of Platform due to, but not limited to, changes or updates in individual clinic's practice, network failure, or any other technical incident. SPICE reserves the right, at its sole discretion, to modify or replace all or any part of the TOS, or change, suspend, or discontinue all or any part of the Services or Platform at any time by posting a notice on the Platform or by informing you through any other modes of communication. It is your responsibility to check the TOS periodically for changes. Your continued use of the Platform or the Services following the posting of any changes to the TOS constitutes acceptance of those changes.

The Platform may collect and store demographic, health records and any other type of information that you may provide. This information is collected, stored and processed as per our privacy policy published on the Platform.

The Users represent and warrant that they have taken the appropriate consent from Patients before storing, or sharing with any third parties, any of the Patients' information including but not limited to personally identifiable information, health records, demographic information etc.

The Patients, by accessing the Platform, consent and agree that the Platform may store their personal information including but not limited to contact information, demographic data, health records and medical history etc. The Platform may use this information for purposes as per our privacy policy published on the Platform.

1. Registration

As part of the registration process you will need to create an account, including your email, username and password. It is your responsibility to ensure that the information you provide is accurate, not misleading, and secure. You shall be responsible for keeping your credentials in safe custody. Medtronic Labs will not be liable for any losses or claims arising out of misuse of Platform or Services accessed with your credentials. You cannot create an account or username and password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account in breach. Doctors represent and warrant that they are licensed medical practitioners registered

with [Enter Country Regulatory Body] and there are no legal or regulatory impediments which prevent you from practising medicine in [Country].

1. Data Confidentiality

a) Responsibility of Doctors and Staff

Through your use of the Platform, you shall have access to sensitive and valuable Data of the Patients which may include medical records, medical information, personal information or any other information as may be required. Additionally, Users agree to treat as confidential all Data that they have been provided access to, and that they shall make their best efforts to maintain the confidentiality of such Data. Users should be aware of the Patient confidentiality requirements and observe all caution and the applicable duty of care in provision of services under these TOS. The Data, provided by the Patient or entered by the Doctor or the Staff. The Platform present the Patient Data to the Doctors in an As-Is manner and the Platform do not make any warranties, representations, etc. on the accuracy and correctness of the Data.

b) Restrictions on Use of Platform. Users agrees that they shall not:

i. and shall not permit anyone to: (i) copy or republish the Platform, except as may be provided herein; (ii) make the Platform available to any person other than its authorized personnel, (iii) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Platform, (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of Platform or (vii) Users shall not access (or attempt to access) the Platform and the materials or services by any means other than through the interface that is provided by Company.

ii. use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform.

iii. attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any Company server, or to any of the services offered on or through the Platform, by hacking, password mining or any other illegitimate means.

iv. probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. Users may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Platform, including any Company account not owned by Doctors, to its source, or exploit the Platform or

Services or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Doctors' own information, as provided for by the Platform;

v. disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked sites.

c) Non-Disclosure by SPICE

SPICE will store the Data on a secure infrastructure and/or third-party servers chosen by data controller (Owner). SPICE is committed to protecting the identity of the Users. The following security procedures have been put in place by us to protect Data:

a) Access to the Services is only after the user keys in his username and password. The username and password have to be successfully authenticated post which the access to the Platform and Services is granted. Users are fully and solely responsible for any or all use of the Platform or the Services while accessing these using the username and password (upon successful authentication).

b) To prevent impersonation, your password is never stored in plain text format on any of our servers.

c) The communication between your device and our servers will be through a secure HTTPS connection.

d) A secure session is established with the help of a session token for providing access to the Patient Data after the Doctors or the Staff have successfully authenticated their username and password

e) Role based access to database depending on the roles assigned by the Doctor to his/her Staff

f) Within our server we use an Advanced Encryption Standard (AES) and multi-level security and authentication checks to protect the confidential Data. Personally identifiable patient information is always kept strictly confidential and is never disclosed with any third party except as provided under our privacy policy. We reserve the right to access, read, preserve, and disclose any information that we reasonably believe is necessary to comply with law or court order; enforce or apply our conditions of use and other agreements; or protect the rights, property, or safety of Company, our employees, our Users, or others. The Company may also use the data in de-identified and aggregated form for the following purposes without violating the relevant data privacy and data security laws of [Country].

- i. for the purpose of research and publications, statistical analysis, generating Real World Evidence (RWE) algorithmically,
- ii. for communication purpose so as to provide the Doctor a better way of communicating with his/her patients by means of SMS/Emails,
- iii. for debugging customer support related issues,
- iv. for improving the algorithms of Company's EMR to make it faster, efficient and reliable
- v. for communicating about new Services and offerings by the Company or its partners with the Users

1. Communications

You agree to receive communications through emails, telephone, mobile phone and/or SMS, from SPICE or its third-party vendors or business partners or third-party service providers regarding the services or services updates, and/or any announcements. In this context and regard, you agree and provide your consent to receive all communications at the mobile number provided to SPICE. You also agree that in accordance with the applicable laws, rules and regulations tied to Telecom Communications:

- i. Each time you do visit/transact or login in your account on the Platform, it shall be regarded as a verifiable request from you pertaining to receipt of our Services and activities;
- ii. Each time you visit/login/transact on the Platform, it will be deemed to be as a fresh request from you for continuing to receive communication from SPICE
- iii. In case you do not wish to receive any communication from us or to provide your feedback about the services, you can mail us at support@medtroniclabs.org

SPICE will retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements entered into for providing Services and ancillary services.

1. Termination

SPICE may terminate your access to all or any part of the Platform or Services at any time if you fail to comply with these TOS. This may result in the forfeiture and destruction of all information associated with your membership and will immediately terminate your ability to provide services through the Platform. All provisions of the TOS, which by their nature should survive termination, shall survive termination, including, without limitation, warranty disclaimers, indemnity and limitations of liability. In the event of discontinuation of services, SPICE, at its discretion, will make reasonable efforts to help you take a backup of your Data in a suitable electronic format.

1. DISCLAIMER

THE PLATFORM (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. MEDTRONIC LABS AND ITS DIRECTORS, EMPLOYEES, SUPPLIERS, AND PARTNERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS.

1. Indemnification

You shall defend, indemnify, and hold harmless Medtronic Labs, its affiliates/subsidiaries/partners and each of its affiliates/subsidiaries employees, contractors, directors, suppliers and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys’ fees, that arise from or relate to (i) your use or misuse of, or access to, the Platform or Services, or (ii) your violation of the TOS or any applicable law, contract, policy, regulation or other obligation. MEDTRONIC LABS reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with MEDTRONIC LABS in connection therewith.

1. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MEDTRONIC LABS (NOR ITS DIRECTORS, EMPLOYEES, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, LICENSORS OR RESELLERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, LOSS OF GOODWILL OR OPPORTUNITY, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR SUBSTITUTE GOODS OR SERVICES, (II) FOR ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, EVEN IF MEDTRONIC LABS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE AFOREMENTIONED DAMAGES.

1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Country] without regard to the conflict of laws provisions thereof. All claims,

differences and disputes arising under or in connection with or in relation hereto the App, the Terms or any transactions entered into on or through the App shall be subject to the exclusive jurisdiction of the courts at [*Country*] and you hereby accede to and accept the jurisdiction of such courts.

1. Miscellaneous

The TOS are the entire agreement between you and MEDTRONIC LABS with respect to the use of Platform or the Services. If any provision of the TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the TOS will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The TOS are personal to you, and are not assignable or transferable by you except with Company's prior written consent. MEDTRONIC LABS may assign, transfer or delegate any of its rights and obligations hereunder without consent.