

Consent Form

☐

I hereby accept the AIDEWA® (Renal Care & Research) End-user Terms and Conditions.

Renal Care & Research End-user Terms and Conditions

These End-user Terms and Conditions ("**ETC**") govern Your use of the **AIDEWA®** mobile application ("**Application**") and **AIDEWA®** platform ("**Dashboard**") of Renal Care & Research BV.

Before using the Application, you need to explicitly accept these ETC. By accepting the ETC and by using the Application, You explicitly agree that no other terms apply to Your use of the Application, except if agreed in writing between You and Renal Care & Research BV. If You do not accept these ETC, please do not use the Application.

The Application is owned by Renal Care & Research BV, a Belgian company with registered offices at Rue Saint-Martin (NSV) 35, 1457 Walhain, Belgium and registered at the Crossroads Bank for Enterprises under the number 0659.994.532 ("**Renal Care & Research**"). If You have any questions about these ETC, please contact us at info@aidewa.com.

Renal Care & Research may hereinafter be referred to as "**We**", "**Our**" or "**Us**".

We may refer to you as "**You**" or "**Your**".

We may both be referred to as a "**Party**" and jointly as the "**Parties**".

1. DEFINITIONS

In addition to the terms defined elsewhere in the ETC, capitalized terms used in this ETC have the meaning set out below:

Additional Services	has the meaning as provided in Annex 1.
Affiliated Companies	means an affiliated legal entity within the meaning set out in Article 1:20 of the Belgian Company Code.
Authentication Credentials	means the personal login and password that enables You to log in to the Application.
Application Dashboard and	means the Renal Care & Research BV AIDEWA® mobile application and AIDEWA® dashboard with its multifunctional software as well as any materials and the Services relating thereto.
Basic Services	has the meaning as provided in Annex 1.
Confidential Information	means the confidential information and data disclosed by either Party to the other in the context of these ETC, whether or not such information or data is stored on electronic media, as well as including both written and oral information and data. Information disclosed between the Parties in the context of these ETC shall constitute "Confidential Information" subject to these ETC if, and without prejudice to article 20.2 (i) in the case of information disclosed in writing or other tangible form, the information when disclosed is clearly labelled as "confidential" or with a similar label, (ii) in the case of information disclosed orally, the

	disclosing Party notifies the receiving Party of the confidential nature of the information at the time of oral disclosure and (iii) in any case, for both information disclosed orally and/or in writing, when the Parties receiving such information should reasonably be aware of the confidential character of such information.
Content	means any content, (personal) information or data submitted in the Application by You, including, without limitation, Your personal identification data, photos, electronic or other contact information, phone number, bank account information, health related information, information about Your personal behaviour, eating and/or drinking habits, texts, images, etc.
Data Protection Legislation	means (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; (ii) the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and (iii) all other current or future applicable national laws relating to or impacting the processing of personal data and privacy.
Force Majeure	means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the Party affected, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected Party of its obligations hereunder. Subject to the foregoing, "Force Majeure" shall include, but is not limited to, explosion and fire (in either case to the extent not attributable to the gross negligence of the affected Party), flood, earthquake, storm or other natural calamity, strike or other labor dispute, war, insurrection or riot, actions or failures to act by governmental entities or officials, failure to obtain governmental permits or approvals (despite timely application therefore and due diligence), epidemics and/or pandemics, deficient energy or telecom network supply, cyber incidents and attacks and changes in laws, rules, regulations, orders or ordinances, which events were not pending on the date of these ETC.
Intellectual Property Rights	means any intellectual property right, including copyrights, trademarks, trade names, rights in logos, inventions, trade secrets and know-how, registered designs, design rights, database rights, patents, semiconductor topographies, all rights of whatsoever nature in computer software and data, all intangible rights and privileges of nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world.
Know How	means the accumulation of skills, processes and experience previously developed relating to the Application, including, but not limited to, any and all technical information, formulas, specifications, trade secrets, test results, studies, analyses, manufacturing data, formulation or production technology and any other information necessary or useful in the manufacturing, sale and use of the Application, whether patented or not.

Manual	means the manual and any other document containing instructions for use and activation of the Application.
Personal Data	means any information relating to an identified or identifiable natural person.
Reports	means any data, advice, notifications, information, materials and/or tools as provided by Renal Care & Research through the Services and the Application and based partially or entirely on the Content (as further clarified in article 11).
Services	means the Basic Services and the Additional Services provided by Renal Care & Research through and by means of the Application.
Subsidiaries	means all companies over which Renal Care & Research has a power of control as defined in article 5 et seq. of the Belgian Companies Code.
Territory	means the entire world.
Update(s)	means any version update, release or functionality enhancements in relation to the Application or any substantially similar software. For the avoidance of doubt, Updates do not qualify as Services.
Urgent Maintenance	means maintenance for any unforeseeable and unexpected system failure which has as result that the Application becomes completely unavailable or that significant functions of the Application become unavailable.

2. GENERAL

- 2.1.** The AIDEWA's ® Application and AIDEWA's® Dashboard is a software (medical device class IIa), accessible on mobile phones and via a web platform, that provides You with your daily algorithm based personalized quantity of water intake adapted in function of Your body weight or body masse index or using an validated formula with the aim to optimize Your hydration and to achieve advised urine volume to reduce the risk of kidney stone formation. The Application allows you to monitor Your urine volume and Your urine characteristics (pH value, gravity and colour, etc).
- 2.2.** Through self-monitoring and as part of the Basic Services, this Application and Dashboard regularly reminds You to drink a precisely calculated amount of water over time to ensure continuous hydration and optimal urine volume and dilution. Through remote monitoring and as part of the Additional Services, the Application and Dashboard can alert a healthcare professional if your urine volume, pH, colour and/or specific gravity, proteins, white and or/ red cells, and/or others urine variables are outside their therapeutic range. The healthcare professional can then instantly adjust Your water volume prescription and/or adapt your medication or suggest the life style modification

to meet the recommended therapeutic range in order to reduce the risk of kidney stone formation and/or to improve your health condition.

- 2.3.** The Application provides You with data, information and tools (e.g. Reports) that can help You to improve Your global health and Your well-being. The functionalities carried out by Renal Care & Research or under Our control are described on the Application with the greatest possible accuracy.
- 2.4.** The AIDEWA® Application is available and can be obtained via (i) the App Store (iOS) and (ii) another Play Store (e.g. Android) ("**Shop**"). The AIDEWA® Dashboard is accessible online through a website license.
- 2.5.** When You download Our Application from the Shop, You acknowledge and agree that:
 - (i) these ETC are concluded between You and Renal Care & Research, and not with the Shop and that We (not the Shop), are solely responsible for the Application;
 - (ii) the Shop has no obligation to furnish any maintenance and support services with respect to the Application or handle any warranty claims;
 - (iii) the Shop is not responsible for addressing any claims You have relating to Our Application, including product liability claims, consumer protection claims, Intellectual Property infringement claims, or any claim that Our Application fails to conform to any applicable legal or regulatory requirement;
 - (iv) the Shop is a third-party beneficiary of these ETC and has the right to enforce these ETC against You (as it relates to Your license of Our Application through their Shop). In addition, You must comply with the Shop's terms of service when using the Application.

3. YOUR ACCOUNT

- 3.1.** Before using the Application and the Services, You are required to create a personal account in the Application. During the registration of Your account, You will carefully choose Your Authentication Credentials.
- 3.2.** Before using the Application, You represent and warrant that:
 - You are a capable natural person;
 - You are domiciled in one of the states of the European Economic Area ("**EEA**");
 - that all the provided information by You is complete, correct and updated;
 - that You hold a bank account (in the event that You pay for access to the Services yourself); and
 - that You will solely use the Application and Services for non-professional purposes.

We may request You at any time to justify the abovementioned elements, in which case, We reserve the right to terminate the ETC if they appear to be incorrect.

- 3.3.** You are at all times responsible for the security and confidentiality of Your Authentication Credentials and You are liable for any problems resulting thereof.
- 3.4.** You shall immediately notify Renal Care & Research of any loss or theft of Your Authentication Credentials or any unauthorized use of Your account or unauthorized

access to Your Authentication Credentials. In such case, Renal Care & Research is entitled, but not obliged, to block Your Authentication Credentials or to take other measures Renal Care & Research deems appropriate. You may not (a) use the account or username of any other user; (b) allow someone else to use Your account or username; or (c) sell, lend, transfer, or otherwise share Your account, temporarily or permanently, with someone else.

3.5. You shall, without delay, notify Us of any errors, limitations or problems You encounter when accessing and using the Application or Dashbord. You will make such notification in line with the procedure as set out in article 17.

3.6. In order for Renal Care & Research to provide the Services under these ETC, it may be possible that Renal Care & Research will need to have access to the camera on the device You are using to access the Application and/or Your photos in the Application. In that case, You will be required to give Your explicit consent in the Application to provide Renal Care & Research with such access.

4. APPROVAL OR ADVICE TO USE THE APPLICATION

4.1. Before any use of the Application or the Services, it is Your responsibility to have gained an individual and formal advice or opinion to use the Application. Such advice or opinion should originate from Your general practitioner or specialist physician or any other competent healthcare professional able to give an advice or opinion on the compatibility of Your state of health with the use of the Application and Services. In the event you did not obtain such prior advice or opinion or in the event of the slightest doubt, You refrain from connecting to and using the Application.

4.2. In case You disrespect the above clause, You use the Application and the Services at Your own risk and peril.

5. SERVICES AND ACCESS RIGHTS

5.1. Renal Care & Research grants You the right to access and use the Application in line with the provisions of these ETC. Renal Care & Research offers both Basic Services and Additional Services through the Application.

5.2. Upon Your request and agreement, Renal Care & Research may also provide tailor made services against additional payment. Such payment shall be charged through an invoice. Such tailor-made services must be accepted by Us in an order confirmation.

5.3. Without prejudice to any limitation of liability provided elsewhere in these ETC, Renal Care & Research expressly states that the Services are provided "as is" and as further limited in article 14.

6. THE APPLICATION AND RELATED INTELLECTUAL PROPERTY RIGHTS

6.1. We hereby grant You a limited, non-exclusive, non-transferable, non-sublicensable and non-assignable license on the Application and on the Intellectual Property Rights vested in the Application (including all Reports provided by Renal Care & Research in or by means of the Application) in accordance with the provisions of these ETC in order to allow You to access, use and consult the Application and the Services, as described in these ETC. You have the right to use the Reports for Your own (personal) non-commercial use. Furthermore, this license allows You to carry out the necessary actions, such as downloading, installing, displaying and saving a copy of the Application on Your mobile device, solely in order to run such copy of the Application, in the context of the Services solely for Your own personal non-commercial purposes.

- 6.2.** The Application shall be hosted on the servers of reliable third-party service providers, as chosen or changed by Renal Care & Research at its own discretion.
- 6.3.** The Application, the Services and the Reports thereof are protected by Intellectual Property Rights. You acknowledge that all Intellectual Property Rights in the Application, the Services and the results thereof (e.g. the Reports), including the underlying software and technology and the information and content available on the Application, are and remain Renal Care & Research's ownership or that Renal Care & Research is the legitimate holder of those rights, except if otherwise provided. Nothing in these ETC shall be construed to grant You any right or license in any Intellectual Property Right owned by or licensed to Renal Care & Research other than as expressly specified herein. You may only use the Application, the Services and the Reports thereof for Your own personal account and not for commercial purposes. Except if otherwise provided in these ETC, You agree not to copy (except as provided in article 6.1), reproduce, amend, commercialise, market, distribute, sublicense, lend, rent or modify the Application, the Services, the Reports or any results or any portion thereof. Furthermore, You agree not to make the functionality of the Application or Services available to multiple or other users through any means, save as accepted by Renal Care & Research pursuant to article 3.5. All rights not specifically granted to You are hereby expressly reserved by Renal Care & Research.
- 6.4.** You are obliged to inform Us in writing of any infringement of Intellectual Property Rights, vested in the Application or Dashbord Services or Reports by third parties as soon as possible after becoming aware of such infringement or after You should reasonably have become aware of such infringement.
- 6.5.** If You provide any suggestions, ideas, feedback, or recommendations to Us regarding Our Application or Services ("**Feedback**"), We may use this Feedback for any purpose and without any obligation to You. By providing Us with Feedback, You give Us a worldwide, perpetual, irrevocable, fully paid and royalty-free license to use and exploit in any manner We see fit any and all Feedback.
- 7. DECOMPILE, DISASSEMBLING OR REVERSE ENGINEERING**
- 7.1.** You acknowledge that the Application is of great value to Renal Care & Research and that it contains Confidential Information and Know How owned by or under control of Renal Care & Research.
- 7.2.** You may not decompile, disassemble or otherwise reverse engineer the Application or engage in any other activity in order to obtain underlying information that is not visible to the user in connection with a normal use of the Application, or create derivative works based on the Application or any portion of the Application, unless expressly authorized under applicable laws.
- 7.3.** You agree not to transmit the Application or the Dashboard or display the Application's or Dashboard's source or object code on any computer screen or to make any hard or soft copy memory dumps of the Application's source or object code.
- 7.4.** If You require information related to the interoperability of the Application with other programs or products, You shall prior to such use, request such information from Renal Care & Research and refrain from decompiling or disassembling the Application in order to obtain such information. Upon receiving such a request, Renal Care & Research shall determine in its sole discretion whether or not to provide such information to You. Renal Care & Research cannot be obliged to provide You with such information.

8. UPDATES

- 8.1.** Renal Care & Research may from time to time implement Updates. Renal Care & Research is allowed to implement these Updates without prior notification and without Your permission. These Updates enable You to use the most adequate version of the Application and of the Dashboard. Renal Care & Research is entirely free to decide whether or not to implement Updates. You will allow Renal Care & Research to execute these Updates and You will provide cooperation, to the extent needed. In the event You obstruct any Update, You acknowledge and agree that Renal Care & Research cannot guarantee the further operation, functionality or availability of the Application and of the Dashboard.
- 8.2.** Updates shall be implemented free of any additional remuneration, except if such Updates lead to new paying services.
- 8.3.** Once an Update has been implemented, it shall be deemed part of the Application and of the Intellectual Property Rights vested in the Application or Dashboard, and shall be subject to the provisions of these ETC.

9. USER REQUIREMENTS

- 9.1.** You must meet the minimum technical requirements (as detailed below) and generally accepted industrial connectivity standards. You have the right to add Content to the Application or the Dashboard in a format provided by Renal Care & Research.
- 9.2.** In order to be able to use the Application, Your mobile device must be able to run generally acceptable software and operating systems, as updated from time to time. Sufficient storage capacity (as may be communicated from time to time) is required, as well as a stable internet and Bluetooth connection. It is Your responsibility to guarantee that Your mobile device is connected to the internet at any time when using the Application or Dashboard. Additionally, it is Your responsibility as well to follow the evolution of compatible equipment or the updating of the software necessary for the proper use of the Application and/or the Service.

10. LICENSE ON CONTENT

- 10.1.** Parties explicitly confirm that all Content and all Intellectual Property Rights relating to that Content remain Your ownership. Nothing in these ETC shall be construed to grant Renal Care & Research any right or license in any of Your Intellectual Property Rights other than as expressly specified herein. All rights not specifically granted to Renal Care & Research are hereby expressly reserved by You.
- 10.2.** You are responsible for the Content and its legality, reliability, and appropriateness. You should only upload or post Content that You create or have the right to use and publish.
- 10.3.** You hereby grant Renal Care & Research a perpetual, non-revocable, transferable, assignable, sub-licensable, non-exclusive, royalty-free license to use the Content and all Intellectual Property Rights vested in or related to the Content in the Territory in accordance with the provisions of these ETC, for the purposes of performing and improving the Services, scientific research and publications, and to the extent such license is permitted by law ("**License**").
- 10.4.** In order to provide or improve the Application and the Services, as well as for general scientific research purposes, Renal Care & Research may decide to perform clinical investigations or clinical performance studies on or with the Content (including Your Personal Data). Such clinical evaluation studies may, for example, be required pursuant

to Our clinical evaluation and post-market clinical follow-up obligations under applicable medical device legislation. You hereby acknowledge, to the fullest extent legally possible, to Renal Care & Research or a competent investigator appointed by Renal Care & Research the right to use and exploit the Content, including Your Personal Data, either in an anonymized or pseudonymized form, within the framework of retrospective clinical studies and to publish the results thereof. You acknowledge that Your Personal Data may be processed within the framework of such clinical investigations or clinical performance studies and agree that Renal Care & Research has the right to transfer Your Content, in an anonymized or pseudonymized form, to such competent investigator for this purpose. In the event Renal Care & Research, or a competent investigator appointed by Renal Care & Research, is required by applicable laws or by a competent ethics committee to seek and obtain Your distinct informed consent for the use and/or exploitation of Your Content, including Your Personal Data, in clinical studies (such as in the case of prospective clinical studies), the competent investigator of the clinical study might invite You to fill out an informed consent form ("**ICF**") for Your participation in the clinical study. You hereby acknowledge and grant the competent investigator the right to contact You in whatever way it sees fit to inquire about Your participation in Renal Care & Research's clinical study. You hereby acknowledge and agree that Your contact details might be shared with the competent investigator for this purpose. Please note that You are not in any way obliged to participate in Renal Care & Research's clinical study and may refuse Your participation at any time before or during the clinical study.

- 10.5.** The License on the Content includes the right for Renal Care & Research to in whole or in part, to the fullest extent legally possible, use, store, create derivative works, modify, distribute, reproduce, optimize, adapt, translate, analyse, communicate to third parties, transfer, transmit, bundle and mix the Content with its own data or data from third parties, to analyse, process in the Report and to authorise others to engage in such activities, all limited to the provision of the Services, including the performance of scientific research and scientific publications. Renal Care & Research is permitted, but not obliged, to exploit the Content in context of the Services. Renal Care & Research is not limited to any form of carriers or means of transmission or submission of the Content in scientific journals for publication purposes (either in an anonymized or pseudonymized way). Future and already developed Intellectual Property Rights relating to the Content will be licensed in accordance with the provisions of these ETC for the entire term of protection of the applicable rights.
- 10.6.** In relation to methods of exploitation that are not yet known at the time that these ETC become effective, the Parties agree that they will make an agreement in good faith as soon as they are known in the future.
- 10.7.** Since the License as provided in article 10.3 is of a non-exclusive nature, Renal Care & Research acknowledges and agrees that these ETC do not impose any restrictions on Your activities relating to the Content, except as provided in these ETC. Renal Care & Research acknowledges that You reserve the worldwide and royalty-free right to use the Content for all commercial and non-commercial purposes.
- 10.8.** Renal Care & Research may sub-license the right to use the Content to third parties in accordance with the terms of these ETC in the context of the Services.
- 10.9.** Your Content will be stored on the Application for a period of:
 - Personal Data: for the term as provided in article 8.1. of Our Privacy Policy (<https://www.renalcare.eu/downloads/>)
 - All other data: for as long as We deem it necessary for the performance of Our Services.
- 10.10.** We have the right (but not the obligation) to review any or all portions of Your Content and delete (or modify) any of Your Content from the Application or Dashboard in the

event We believe, in Our sole judgment, Your Content is false and/or incorrect, when it violates these ETC, or in the event We believe it threatens the safety of, or harms any other person, or creates liability for Us or any other person or infringes the Intellectual Property Rights, including copyrights, of third parties. We reserve the right (but have no obligation) to investigate and take appropriate action, including removing Your Content from Our Application (or modifying it), suspending or terminating Your account and/or suspending or terminating the provision of Our Services to You, and/or reporting You to law enforcement authorities, if You violate any provision of these ETC. In order to cooperate with governmental request or court orders, to protect Our systems, service providers, partners, and other users, or to ensure the integrity and operation of Our business and systems, We may access and disclose any information or content We consider necessary or appropriate, including Your account information (i.e. name, e-mail address, etc.), IP address, usage history, Your Content, and Your conduct.

11. REPORTS

11.1. By using the Application in accordance with the ETC, You will be provided access to data, information and/or tools that can help You improve Your well-being, recommending in particular that You adopt dietary measures, style life and quality of life, and that You practice a sufficient level of physical activity (i.e. the **"Reports"**). The content of the Reports will priorly be verified by competent health professionals. In addition, You will have access to a summary or compilation of Your own data, provided by You in the Application (e.g. graphical presentation showing the variable parameter values) (i.e. the **"Summary"**).

11.2. However, You understand, acknowledge and accept unconditionally and without reservation that the Reports do not, in any way, constitute:

- A medical consultation or medical opinion;
- A medical diagnosis;
- A commitment or any guarantee of results on the objectives pursued within the framework of the service;
- A remedy for Your pathologies or other possible illnesses; or
- An alternative to consulting a health professional for the determination of a diagnosis or for the taking, continuation or cessation of any treatment (therapeutic follow-up, care or medical care, medical prescription or medication)

Renal Care & Research has no vocation to substitute the Reports for the relationship You have as a patient with a health professional, for a consultation or a formulated diagnosis. Also, our content should never be interpreted in any way as promoting certain medicinal products, food supplements or other substances for therapeutic purposes. Information on such substances can, however, be provided through Our Additional Services. Additionally, there are also limits to the Services and in particular to the results or "behavioural analyses" obtained within the framework of the use of the Service: the information provided to You by means of the Application and/or the Services are given for information purposes only and are not exhaustive, neither do they presume Your current or future state of health.

You acknowledge and agree that Your Content may be used to compile the Reports. Renal Care & Research emphasizes that there will be no Reports generated or notified to You before Your treating physician or other competent health professional has analysed and approved and, if necessary, has amended this information. The Summary, however, will be automatically generated by the Application without any intervention of the physician or other competent healthcare professional.

11.3. The Reports shall be drawn up and provided solely for You and/or Your treating physician or other competent treating health professional and/or the people who have received a right of access or use from You or the treating physician and/or other competent treating health professional. Renal Care & Research shall treat all Reports as

Confidential Information.

- 11.4.** Renal Care & Research is the sole and exclusive owner and/or holder of any Intellectual Property Right vested in the Reports. We hereby grant You a non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the Reports for private purposes solely and to receive specialized care by the health care providers using Renal Care & Research health platform(s) or medical devices. This right to use does not include a right to modify the Reports.
- 11.5.** Renal Care & Research emphasizes that the Reports are delivered “as is” without any warranty regarding the accuracy, reliability or completeness of any material, conclusion or information included in the Reports. We shall in no event be liable for any loss or damage suffered by You or any third party arising from Your use of the Reports or of any material, conclusion or information made available on the Application. The Reports are indicative but will in any case need to be confirmed by Your treating physician or another competent healthcare professional.

12. NOTIFICATIONS

- 12.1.** As part of the Services We provide, You may (if enabled) receive audio calls or videocalls push notifications, text messages, e-mails, or other types of messages directly sent to You outside or inside the Application (“**Push Messages**”). These Push Messages may concern *inter alia*: messages regarding educational material, new treatments or diagnostic tests available, new clinical studies, new digital tools, updates on any subject concerning health, etc. You have control over the Push Messages settings and can opt-in or out of these Push Messages through the Services (with the possible exception of infrequent, important service announcements and administrative messages). Please be aware that third-party messaging fees may occur for some of the Push Messages depending on the message plan You have with Your wireless carrier.
- 12.2.** You may disable the function to receive notifications from mobile settings, mail clients or telecom providers. However, please be aware that the disabling of notifications is at Your own risk and We are in no way responsible and cannot be held accountable for the damage suffered or any other consequence that may occur due to the disabling of certain notifications.

13. SERVICE LEVEL

- 13.1.** Renal Care & Research will use its best and reasonable efforts, to make the Application or Dashboard available to You as much as possible throughout the year. The notified planned maintenance shall not be considered when calculating the availability of the Application. You acknowledge that these planned maintenances can interfere with the availability of the Application. Renal Care & Research will use its best efforts to provide recovery times of the Application after a period of one (1) year of utilisation. This should be interpreted as an obligation of means (“*middelenverbintenis*”) and not as an obligation of result (“*resultaatsverbintenis*”).
- 13.2.** Parties explicitly confirm that Renal Care & Research shall not be liable for unavailability of the Application due to:
- Force Majeure;
 - Circumstances attributable to You;
 - Circumstances attributable to third parties, including parties instructed by Renal Care & Research;
 - When the Application is being maintained and/or updated.

- 13.3.** Circumstances mentioned in article 14.2 shall not be taken into account when calculating the availability up-time rate of the Application as set forth in article 14.1.
- 13.4.** Renal Care & Research will notify You at least seventy-two (72) hours before the execution of planned maintenance of the Application or Dashboard when the expected downtime constitutes a minimum of twenty-four (24) hours. In case of an Urgent Maintenance no notification is guaranteed nor required.

14. REPRESENTATIONS AND WARRANTIES

Your Representations and Warranties

- 14.1.** You declare that You are the owner of all rights of the Content subject to the License provided in article 10.3 and are entitled to agree to all provisions of these ETC.
- 14.2.** You declare that the Content does not infringe the Intellectual Property Rights or any other right of a third party. You declare that Renal Care & Research is entitled to use the Content in the fullest extent, in accordance with the ETC without such right being limited by the rights of third parties.
- 14.3.** You declare that the Content subject to the License is accurate, correct and complete. Renal Care & Research shall in no event be liable for any loss or damage suffered by You or any third party arising from the use of the Content. You guarantee that, to the best of Your knowledge, the Content does not contain any hostile or intrusive software, including computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, and other malicious programs.
- 14.4.** You guarantee that You will not use the Application, upload any Content nor communicate to other users of the Application or the Services in such a way as to:
- (i) violate the applicable law;
 - (ii) interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, sending a virus, overloading, flooding, spamming or mail bombing the Services;
 - (iii) attempt to access or search the Services or Content or download Content from the Services through the use of any tool, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Renal Care & Research or other generally available third party web browsers;
 - (iv) breach any standards or codes promoted by any relevant authority;
 - (v) infringe Renal Care & Research or any third party's rights, including Intellectual Property Rights;
 - (vi) harm, threaten, defame, promote violence, promotes discrimination or hatred or illegal or harmful activities, or is otherwise vulgar, fraudulent, deceptive, misleading, false, obscene, abusing, harassing, tortuous, libellous, offensive, invasive, hateful, pornographic, racial, indecent or non-ethical;
 - (vii) contains any Personal Data of any third party which You are not entitled to process on the basis of the Data Protection Legislation; or
 - (viii) encourage or enable any other individual to do anything of the foregoing.

- 14.5.** You represent that You comply with the requirements as set out in article 3.2 of the ETC's.
- 14.6.** Renal Care & Research shall in no way be liable for damage suffered by a third party, which is caused by Your conduct in contradiction with article 15.5.
- 14.7.** Parties acknowledge that the License is valid for the whole term of these ETC in accordance with article 21 or, if shorter, the duration of the Intellectual Property Rights to which the License relates. If the duration of a specific Intellectual Property Right relating to the Content ends before the term, the License relating to the Content and the still existing and valid Intellectual Property Rights will continue to apply.

Representations and Warranties by Renal Care & Research

Content, Application and Services

- 14.8.** Renal Care & Research declares that it will handle the Content in a professional and diligent manner and will take all reasonable precautions (including, but not limited to, all precautions taken in respect of its own data to prevent destruction, loss, unlawful processing, modification or other abuse). Renal Care & Research guarantees that it will use its best efforts to ensure that the Content and other data and material is available on the Application in a structured and easily readable way.
- 14.9.** Renal Care & Research declares that it will use the Content to draft the Reports or engage third parties to do so as provided in article 11, to further develop the Services and the Application in the broadest sense, including but not limited to commercial use.
- 14.10.** To Renal Care & Research's best knowledge, the Application is free from any hostile or intrusive software, including computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, and other malicious programs. Renal Care & Research confirms that it has taken and installed reasonable technical and organizational measures in order to secure the servers on which the Application is installed as far as Renal Care & Research has control over such servers. However, You explicitly acknowledge that the use of the internet cannot be guaranteed to be secure or error free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or contain viruses.
- 14.11.** Without prejudice to any limitation of liability provided elsewhere in these ETC and as far as allowed by law, Renal Care & Research does not make any express or implied representations or warranties in relation to the Application and the Services (such as but not limited to any data, material, content or Reports provided to You through the Application) including accuracy, reliability, completeness, merchantability, satisfactory quality, legality of any content provided by any other party than Renal Care & Research, fitness for a particular purpose or non-infringement of any third party's Intellectual Property Rights.
- 14.12.** Renal Care & Research will use all reasonable efforts to correct any discovered defects in the Application or Services as soon as possible. However, Your access to and use of Our Application and Services is at Your own risk. **Renal Care & Research is not responsible for the Content provided by You, or the conduct of You. You bear the entire risk of using the Application and Services.** The information, material, Reports content and documents from or through Our Services are provided "as is" and all express or implied warranties, such as but not limited to the warranties in article 15.13 are disclaimed. Renal Care & Research does not guarantee any specific results from the use of Our Services.
- 14.13.** The Reports are not suitable for any (further) use without the analysis and formal

approval of Your treating physician or another competent health professional. Use of the Reports without such formal approval is entirely at one's own risk.

- 14.14.** Our Services may contain links to content or services provided by third parties ("**Third-Party Links**"). These Third-Party Links are not under Our control, and We are not responsible for their content, services, performance, operation, availability, business practices or policies. We are providing these Third-Party Links to You only as a convenience, but We do not imply any endorsement or recommendation of their content or services, or of any association of Us with such third parties. If You access any of these Third-Party Links, You do this entirely at Your own risk and any charges or obligations You incur in Your dealings with these third parties, are Your responsibility. The websites available through the Third-Party Links are subject to their own terms and policies, including privacy and data gathering practices.

15. LIABILITY

- 15.1.** Except to the extent required by law, Parties expressly agree that Renal Care & Research shall not be liable for any direct, indirect or consequential damages, including but not limited to, damages for loss of business profits, business interruption, loss of business information, goodwill, use, data or other intangible losses resulting from the use of or the inability to use the (contents of the) Application, Our Services (including any data, content, Reports provided to You through the Application) or any linked content, however caused (including by negligence), even if Renal Care & Research has been advised about the possibility of such damages.
- 15.2.** Renal Care & Research shall not be liable for any damages following from Force Majeure or from any incorrect use of the Application, which fails to comply with the these ETC. Nor shall Renal Care & Research be held liable for any damages following a failure of Your equipment, malfunctions related to Your internet connection, inaccuracy of Your provided data, accidental deterioration or destruction of Your data. Any information provided to You as part of the (Additional) Services is provided on a best efforts basis and Renal Care & Research shall in no way be responsible or liable for any decision based on the information available in the Application. Such decision is made on Your own account and discretion and will not lead to liability for Renal Care & Research.
- 15.3.** You acknowledge and agree that You download or otherwise obtain information and related software from Us through Our Services at Your own risk and that You will be solely responsible for Your use thereof and any damages to Your mobile device, loss of data or any harm of any kind that may result.
- 15.4.** To the extent permitted by law, Our total liability under these ETC for any claim related to or arising out of these terms or Your use of the Application or Services, is limited to the amount of 70% of the total amount of fees paid by You for use of the Application and the Services in the 12 months before the claim has been made, or if less than 12 months have elapsed since the conclusion of the ETC, to the amount of the payable fees under the ETC over the next twelve (12) months.

16. APPLICATION HELPDESK AND NOTICES

- 16.1.** In case You encounter any issue with regard to Your use of the Application, You may send any questions to the following e-mail address support@aidewa.com and AIDEWA (Renal Care & Research) will use its best efforts to come back to this as soon as possible.
- 16.2.** Support will consist of:
- First line support: description of the functionalities of the Application;
 - Second line support: questions regarding technical issues with the Application.

Second line support may be subject to payment.

- Access to a Frequently Asked Question list, as available on the Application.

16.3. Support will be provided remotely, via telephone, e-mail, the Application or other means as determined by AIDEWA (Renal Care & Research).

16.4. This helpdesk service is to be interpreted as an obligation of means ("*middelenverbintenis*") and not as an obligation of result ("*resultaatsverbintenis*").

16.5. The ETC's are provided in English and are binding, even if Your mother tongue is not English. Furthermore, all communications and notices made or given pursuant to the ETC's shall be in the English language.

- Notices by Renal Care & Research will be sent to You within the Application or to the contact details You provided in the Application (such as Your e-mail address).
- Notices, questions or complaints by You will be sent to Renal Care & Research by sending an email to info@aidewa.com

17. DATA PROTECTION

17.1. AIDEWA(Renal Care & Research) may process Personal Data about You that is collected via the Application, the Services or made available via the Application. AIDEWA(Renal Care & Research) acts as data controller, as defined in the Data Protection Legislation, as far as Your Personal Data (e.g. when subscribing to the Application) is concerned.

17.2. AIDEWA(Renal Care & Research) shall process Your Personal Data in accordance with Our Privacy Policy, which is available on the Application. The Privacy Policy may be consulted by clicking on this link: <https://www.renalcare.eu/downloads/>

18. COSTS

18.1. Except as otherwise provided in these ETC, each of the Parties shall bear its own costs incurred in connection with these ETC.

19. CONFIDENTIAL INFORMATION

19.1. Unless prior written consent by the other Party, each Party agrees and undertakes for the duration of these ETC as well as at any time thereafter to keep any Confidential Information and Know How concerning the other Party or its activities and services which a Party has obtained in the framework of these ETC strictly confidential and not to divulge or disclose any part thereof to any third party, except to its personnel, Your treating physician or other competent health professional, or any parties appointed by Renal Care & Research, such as the competent investigator in article 10.4, and in this case only to the extent necessary for the proper performance of their duties such as the provision of the Services or any other activity provided for in the present ETC or other texts agreed between the Parties. Each Party shall take all reasonable measures to ensure that the parties with whom it shares the Confidential Information are bound by and confidentiality obligations at least as stringent as set those out in this article.

19.2. The Parties' obligations under this article shall not include, and the restrictions under these ETC shall not apply to:

- Any information known by the receiving Party prior to its disclosure by the other Party; or
- Any information which is in the public domain or hereinafter falls into the public domain through no fault of the receiving Party; or
- Any information disclosed to the receiving Party by a third party having the right to do so.

19.3. The present article shall continue in full force and effect notwithstanding any termination or expiration of these ETC.

20. TERM AND TERMINATION

20.1. The ETC shall be effective as soon as You have created an account on the Application.

20.2. AIDEWA(Renal Care & Research) may suspend or terminate any Service at any time, if You are in breach of any provision in these ETC or any other breach of Your obligations towards Renal Care & Research, even if not subject of the present ETC.

20.3. In the event Your access to the Application and the Services is offered/proposed to You by a third party, You acknowledge that Your subscription may be terminated automatically and without notice period depending on the decisions taken by this third party. We cannot be held responsible for the termination of Your subscription in this context. To the extent possible, We will use Our bests efforts to inform You prior to terminating Your subscription. However, it is up to You to contact the third party offering You the subscription to obtain more information.

20.4. You may terminate Your account in Your account dashboard or by emailing support@aidewa.com at least ten (10) days before the first day of Your next subscription month starts.

20.5. Renal Care & Research reserves the right to immediately terminate Your account and/or service for any unpaid (in whole or part) period of Your Use of the Services (with or without notice). Termination of the ETC does not relieve You to pay outstanding charges or expenses.

20.6. Each Party may terminate any Service at any time by providing the other Party with a written notice and taking into account a notice period of one (1) month. The termination of a Service by You shall not give You the right to claim any compensation for any Service which has not yet been completed at the date of termination.

20.7. The termination of these ETC automatically entails that all Services are terminated, taking into account that You shall not be entitled to claim any refund of payments made for any Service which has not yet been completed at the date of termination. All fees due until the termination enters into force, remain due. Upon termination, all rights and licenses granted to You in these ETC immediately end.

20.8. After termination of the Services, Renal Care & Research will have the right to use without any limitation the Reports and any other information provided by a third party in the context of the Application and created during the term of these ETC. Renal Care & Research shall destroy all Content within 12 months after termination of the Services.

21. MISCELLANEOUS

Amendments of ETC

- 21.1.** Renal Care & Research is entitled to amend these ETC at its own discretion. We shall notify You about these amendments via e-mail or notifications in the Application and ask Your prior approval therewith in the event of a material change of the ETC. These amended ETC shall automatically enter into force after thirty (30) days following the publication or notification of the amended ETC and in the event of a material change after thirty (30) days as from Your acceptance therewith. If You do not agree to be bound by the modified ETC, then You may no longer use the Services. Because Our Services continue to evolve, We may change or discontinue all or any part of the Services, at any time and without notice, in Our sole discretion.

Waiver

- 21.2.** Any failure or delay by Renal Care & Research in exercising any right under these ETC, the exercise or partial exercise of any right under these ETC, or any reaction or absence of reaction by Renal Care & Research in the event of breach by You of one or more provisions of these ETC, shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under these ETC or under the said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver by Renal Care & Research following a specific failure by You, this waiver cannot be invoked by You in favour of either a new failure, similar to the prior one, or a failure of another nature.

Severability

- 21.3.** Whenever possible, the provisions of these ETC shall be interpreted so as to be valid and enforceable under the applicable law. However, if one or more provisions of these ETC are found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of these ETC shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. In such case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

Entire Agreement

- 21.4.** These ETC contain the entire agreement and understanding between You and Renal Care & Research with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same object matter still in force between You and Renal Care & Research.

Transfer of Rights

- 21.5.** Renal Care & Research is entitled to transfer its rights and obligations resulting from this contractual relationship, in whole or in part, to a third party in observance of a notice period of four (4) weeks, to the extent this is possible.

Governing law and jurisdiction

- 21.6.** To the extent permitted by law, all issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of these ETC shall be governed by and construed in accordance with Belgian law, and no effect shall be

given to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international) that would cause the laws of any jurisdiction other than Belgium to be applicable.

- 21.7.** To the extent permitted by law, any dispute concerning the validity, interpretation, enforcement, performance or termination of these ETC shall be submitted to the exclusive jurisdiction of the courts in Brussels.

Annex 1: Services

1. Basic Services

Renal Care & Research will in its standard package provide the following services ("**Basic Services**"):

The Application is a mobile monitoring device which provides the following **telehealth basic services**:

- **Health care education** consisting of personalised therapeutic education to adapt low sodium diet especially important for users with kidney disease, including kidney stones and arterial hypertension,
- **Medical alert systems** for the improvement of self-monitoring of urine volume, urine density, urinary Ph and urine colour,
- **Medical alert systems** activated in situations where the values of monitored parameters (volume, density, pH and colour of urine) fall outside of recognized normal ranges,
- **Medical alert systems** recalling to improve the intake of medication(s).

2. Additional Services

In addition to the Basic Services, Renal Care & Research offers the following specialized **tele-technology services** (optional) Services at an additional cost (the "**Additional Services**"):

- **Telehealth**: This includes health information and health care services. Examples of telehealth include remote monitoring of vital signs, of urinary parameters (volume, density, Ph and urine colour) or blood pressure by health care providers (specialized nurses, medical doctors and other competent healthcare practitioners). This specialized service of telehealth technology assists competent healthcare practitioners with the assessment and diagnosing of patients at a distance, in addition to the ability to remotely detect fluctuations in the user's health status at home, so that specific medication or therapy can be modified accordingly. The telehealth application also allows electronic prescribing of medicines and treatments by competent healthcare professionals at a distance.
- **Telecare**: technology that allows users to maintain their independence and safety while remaining at home. This technology includes mobile monitoring devices, medical alert systems and telecommunication technologies such as computers and telephones. Continuous remote monitoring of patients allows for the tracking of lifestyle changes over time and receiving alerts about emergencies in real time.
- **Telemedicine**: more specifically, the ability to distance education and the provision of health care services through the use of telecommunications technology. Telemedicine refers to the use of information and electronic communication technologies to provide clinical services at a distance to patients. Examples of telemedicine include digital transmission of health-related medical imaging, remote medical diagnosis and assessment and video consultations with specialists. This remote medicine facilitates access to care and avoids the need for the patient to travel.