

## **User Terms of Service 09.02.2021**

By using the Evexia Service, you (a End-User) agree to these Terms of Service. Please read the following Terms of Service carefully before using the Evexia Service. If you do not agree with the Terms of Service, please do not use the Evexia Service. These Terms of Service apply to any use of the Evexia Service. A more detailed description of the Evexia Service and information on system requirements available at [www.evexia.fi](http://www.evexia.fi). If you register as a company, association or any other legal entity, you represent and warrant that you are authorized to bind the entity into these Terms of Service.

### **1. Definitions**

“**Partner**” means a company or other partner who has signed a partner agreement with Evexia Oy.

“**Evexia**” means Evexia Oy, Otaranta 8 E 123, 02150 Espoo, Finland, company ID 3112305-4.

“**Evexia App**” means a digital application called “Evexia”.

“**Evexia Service**” means both Evexia App, Evexia Web application and Evexia website and other additional locations as mentioned at [evexia.fi](http://evexia.fi).

“**User**” means a natural or legal person using the Evexia Service.

### **2. Identity of Evexia Oy**

The controller of the processing of the personal information is: Evexia Oy  
Company ID: 3112305-4

Correspondence address: Otaranta 8 E 123, 02150 Espoo, Finland

E-mail address: [team@evexia.fi](mailto:team@evexia.fi)

Website: [evexia.fi](http://evexia.fi)

### **3. Description of the Evexia Service**

1. Evexia Oy is a Finnish company focusing on the development of healthcare software solutions.
2. The mobile application “Evexia App” is used for gathering health related data. Healthcare professionals can view their patient’s health related data from their web app. Professionals use the software to gain better knowledge of patients’ health situation. Access to patient data requires a permission from each patient.

### **4. User Accounts**

1. In order to use the Evexia Service, the User must create an user account by following the registration instructions in the Evexia Service. The Evexia Service credentials are personal. The User shall ensure that any user account credentials

and equivalent information required to access the user account of the User are kept confidential and used in a secure manner not accessible by third parties.

2. Where it is suspected that any unauthorized person has become aware of a User's user account credentials or has access to the user account of the User, the User shall immediately inform Evexia Oy thereof. The User shall be responsible for any use of the Evexia Service and any activity under the user account of the User.

## **5. Intellectual Property Rights**

1. All Intellectual Property Rights in or related to the Evexia Service and thereto related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of Evexia Oy and/or its subcontractors/licensors. "Intellectual Property Rights" shall mean copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.
2. These Terms of Service do not grant you any Intellectual Property Rights in the Evexia Service other than specifically needed for accessing and using the Evexia Service and all rights not expressly granted hereunder are reserved by Evexia Oy and its partners

## **6. Additional Provisions for use of the Evexia Service**

1. The User shall observe all applicable rules and regulations when using the Evexia Service.
2. We are constantly developing the Evexia Service and we may change or remove different parts of the Evexia Service, including features available in the Evexia Service in part or in whole.
3. By using the Evexia Service, the User may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Evexia Oy generally does not review content provided by the Partners. Evexia Oy is not responsible for third parties' (including the Partners') content or information or for any damages arising as a result of the use of or reliance on it.
4. You shall be responsible for obtaining and maintaining any devices or equipment (such as telephones) and connections needed for access to and use of the Evexia Service and all charges related thereto.
5. The User will not: (i) use or attempt to use another person's Evexia Oy account without consent of that other person; (ii) copy, modify or create derivative works of the Evexia Service or any related technology; (iii) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Evexia Services or any related technology, or any part thereof; (iv) remove any copyright, trademark or other proprietary rights notices contained in or on the Evexia Service; (v) remove, cover or obscure any advertisement included on the Evexia Service; (vi) collect, use, copy, or transfer any information obtained from the Evexia Service without the consent of Evexia Oy; (vii) use bots or other automated methods to use the Evexia Service; (viii) create an Evexia Oy account using a fake identity or an identity of another person; and (ix) access the Evexia

Service except through the interfaces expressly provided by Evexia Oy, such as the Evexia Oy App and Evexia Oy Website.

6. Evexia Oy is entitled to remove a User from the Evexia Service with immediate effect and/or refuse if the User abuses the Evexia Service or causes any harm or detriment to the use of the Evexia Service or Evexia Oy.
7. Evexia Oy shall process any personal data collected from the User in accordance with the Evexia Oy Privacy Statement.

## **7. Term and termination**

1. These Terms of Service are in force as a binding agreement until further notice as long as the User is using the Evexia Service.
2. The user can discontinue the use of the Evexia Service at any time. Evexia Oy can discontinue providing the Evexia Service permanently or temporarily at any time.

## **8. License**

1. By agreeing to the Terms, we grant you a non-exclusive right to use the platform and the software service provided therein in accordance with the terms of the package you select during the term of the Agreement (the “ License ”). The License granted to you under the Agreement is valid for the version of the software distributed at the time of entering into the Agreement. We still reserve the right to change or supplement the software licensed under the Agreement at any time.

2. The software is used via a network connection. We provide you with access to the software so that you can use the features of the software service and its functionalities in accordance with the Agreement (including usernames and passwords). Note: Network Connection is not provided by Evexia.

3. You understand that you will only be granted access to the Software under the Agreement to the extent agreed in the Agreement. The copyright, title and all other intellectual property rights in and to the Software belong and will belong to Us or Our Partners. Therefore, you understand that by licensing, We reserve the right to use the Software without restriction, to grant access to the Software to an unlimited number of third parties. In addition, We reserve the right to assign the rights to the Software to a third party.

4. You are required to notify Us immediately of any unauthorized use of the Software or any portion thereof or any other intellectual property infringement. Use of the license is permitted worldwide.

## **9. Limitation of Liability**

1. The following section is only applicable to non-consumer Users of the Evexia Service: Under no circumstances shall Evexia Oy be liable to the User for any indirect damages, including lost profits, lost sales or business, lost data or business interruption, or for any direct damages in excess of the amounts

actually retained by Evexia Oy from the User in the three (3) months preceding the event giving rise to the claim.

## **10. Applicable Law and Dispute Resolution**

1. These Terms of Service shall be governed by and shall be construed in accordance with the laws of Finland.
2. Any dispute, controversy or claim arising out of or relating to these Terms of Service, or the breach, termination or validity thereof that cannot be agreed upon by means of negotiation between the parties, where the parties are legal entities, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Chamber of Commerce. The place of arbitration shall be Helsinki, Finland.
3. Any dispute, controversy or claim arising out of or relating to these Terms of Service, or the breach, termination or validity thereof that cannot be agreed upon by means of negotiation between the parties, where either party is a private person, shall be taken to the Helsinki District Court.

## **11. Amendments**

1. These Evexia Oy Terms of Service are subject to amendments.
2. Evexia Oy shall publish the amended Evexia Oy Terms of Service at the Evexia Oy Website and shall inform the User that the Evexia Oy Terms of Service have been amended on the Evexia Service or by email to the email address submitted to the Evexia Service by the User. If the User does not agree to any amended Evexia Oy Terms of Service, he/she shall discontinue the use of the Evexia Service.

## **12. Assignment**

1. Evexia Oy shall be entitled to assign all or any of its rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets relating to Evexia Service without the User's prior consent.
2. The User shall not be entitled to assign any of its rights or obligations hereunder in whole or part.