



Terms of Use

v0.2 - revised 14 Aug 2018

info@epihunter.com

epihunter NV, Kempische Steenweg 311/1.02, 3500 Hasselt, Belgium

DISCLAIMER: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE APPLICATION (AS DEFINED BELOW). BY USING THE APPLICATION, YOU AGREE TO OUR TERMS OF USE.

These Terms of Use (the "Agreement") describe the terms and conditions under which users ("Users" or "you") can use the Application (as defined hereafter). The Application is operated and managed by Epihunter NV, registered with the Crossroads Bank of Enterprises under number 0676.380.406 and having its registered office at Kempische Steenweg 311/1.02, B-3500 Hasselt or by any of its affiliates (jointly "Epihunter" or "we"). If you have any questions about the Products (as defined hereinafter) or this Agreement, please contact us via info@epihunter.com.

1. Description of the Application

Epihunter provides the Epihunter Application, a set of tools and applications for people with epilepsy and their relatives and caregivers to improve their quality of life. The Epihunter Application consists of the Epihunter Platform, the Epihunter Mobile Application and the Epihunter Dashboard (each as defined hereinafter and collectively the "Application"). The Platform is the engine of the Application and interacts with and transmits data between the Mobile Application and Dashboard. In addition, the Platform also analyses and stores data. The Dashboard is an online tool with the sole intention to display, add and store your data. The Mobile Application interacts with third-party EEG headsets and the user to capture, analyze and display data and forward it to the Platform.

The Results (as defined hereinafter) are automatically transferred to the Dashboard through the Platform.

The Epihunter Application uses a set of automatic algorithms to analyze the EEG data. The accuracy and specificity of the detection algorithm are not perfect, and can depend on the circumstances and specific epilepsy manifestation of the user. The accuracy of the data collected and presented through the Epihunter Application is not intended to match that of medical devices. The Epihunter Application is not intended to diagnose, treat, cure, or prevent any disease.

2. Definitions

- "Account" means your account registered through the registration process on the Epihunter Mobile Application or Epihunter Dashboard
- "Delivery Date" means the date on which you obtained an Account
- "Documentation" means the documents made available to the User by Epihunter with regard to the use of the Application
- "Fees" means the amount to be paid by the User to Epihunter for the use of the Application
- "Epihunter Dashboard" means the dashboard made available to the Users, located at my.epihunter.com
- "Epihunter Mobile Application" means the mobile application (i) which the user has to download on its mobile device and (ii) is intended to record (via third-party EEG headsets and user input), display, analyze, store and transmit your epilepsy data
- "Epihunter Platform" means the platform on which the Epihunter Mobile Application and the Epihunter Dashboard are connected and collectively function. Depending on the user profile different application functionalities can be made available
- "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world
- "Products" means the Application, Website and Documentation
- "Results" means the raw EEG data and the results of the analysis by the Epihunter Platform of the EEG data recorded by the User through the Epihunter Mobile Application
- "Website" means the website available at www.epihunter.com

3. Applicability

By accepting the Terms of Use, you acknowledge and agree that your use of the Products is governed by this Agreement and our Privacy Policy. If you, at any time, do not agree to any provision of this Agreement you may not use or continue to use in any manner the Products.

This Agreement and our Privacy Policy can also be viewed, downloaded and printed via www.epihunter.com.

In the event the Application or Website uses services of third parties, the terms of service and/or privacy policies of those third parties may apply. By accessing such third party service, you agree to comply with the applicable terms and you acknowledge that you are the sole party to such terms. Epihunter cannot be held liable in any way with regard to the content of such third parties, terms or privacy policy.

We reserve the right at any time, and from time to time, with or without cause to:

- amend this Agreement;
- change the Products (including but not limited to the Application), including eliminating or discontinuing, temporarily or permanently any service or other feature of the Products (including but not limited to the Application) without any liability against the User or any third parties;
- deny or terminate, in part, temporarily or permanently, your use of and/or access to the Products (including but not limited to the Application).

Any such amendments or changes made will be effective immediately upon us making such

changes available in the Application or otherwise providing notice thereof. You agree that your continued use of the Products after such changes constitutes your acceptance of such changes.

You hereby acknowledge that you have carefully read all of the terms and conditions of our Privacy Policy (which can be accessed at www.epihunter.com) and agree to all such terms and conditions.

We advise you to return to this page periodically to ensure familiarity with the most current version of this Agreement.

4. No right of withdrawal

By accepting the Terms of Use and after you have completed the registration process for obtaining an Account, you acknowledge that you have access to the intended use of the Application as set forth in this Agreement. As a consequence thereof, you acknowledge and agree that you lose your right to withdraw once the performance of the delivery of the Application by Epihunter has started

5. Use of the Products

To use all features of our Application, your mobile device requires a WiFi or mobile internet connection. The access to such WiFi or mobile internet connection is your sole responsibility. Please make sure that your mobile device meets the minimum system requirements as set out on the download page. If your mobile device does not meet these minimum system requirements, we cannot ensure that the Application will function properly. Epihunter will not be liable for any loss or damage arising from your failure to comply with the above requirements.

You shall be solely responsible for maintaining the confidentiality and security of your account login information such as your pin code and password and be fully responsible for all activities that occur under your personal account. You agree to immediately notify Epihunter of any unauthorized use, or suspected unauthorized use of your account or any other breach of security. Epihunter will not be liable for any loss or damage arising from your failure to comply with the above requirements.

During the Term, Epihunter may, in its sole discretion, provide you with updates. For the avoidance of doubt, Epihunter is not obligated to provide any updates to the Application, Documentation or Website.

6. License - restrictions

6.1 License by Epihunter. During the Term and subject to the timely payment of the Fees, Epihunter grants you a non-exclusive, personal, restricted, non-sublicensable and non-transferable license to use the Application and/or the Documentation in accordance with this Agreement and the Documentation ("License"). You are not allowed to use the Application and/or the Documentation for any commercial purposes or to use the Application and/or Documentation, or a component of the foregoing in a manner not authorized by Epihunter. You shall use the Application and/or the Documentation solely in full compliance with (i) this Agreement; (ii) any additional instructions or policies issued by Epihunter, including, but not limited to, those posted within the Epihunter Mobile Application or on the Website; (iii) any applicable legislation, rules or regulations and (iv) the Documentation.

6.2 Restrictions. You agree to use the Products only for their intended use as set forth in this Agreement. Within the limits of the applicable law, you are not permitted to (i) make the Application and/or Documentation available or to sell or rent the Application and/or Documentation to any third parties; (ii) adapt, alter, translate or modify in any manner the Application and/or Documentation; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Application and/or Documentation 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 Application and/or Documentation, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this

limitation; (v) use or copy the Application and/or Documentation except as expressly allowed under this article 6; (vi) gain unauthorized access to accounts of other users or the IT equipment or structure of Epihunter to provide the Products or use the Products to conduct or promote any illegal activities; (vi) use the Products to generate unsolicited email advertisements or spam; (vii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (viii) use any high volume automatic, electronic or manual process to access, search or harvest information from the Products (including without limitation robots, spiders or scripts); (ix) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Products; (x) intentionally distribute any worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature or use the Products for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or (xi) remove or in any manner circumvent any technical or other protective measures in the Products.

Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding the Products or any part thereof, including but not limited to any right to obtain possession of any source code, data or other technical material relating to the Application.

6.3 License by user. By uploading, creating or otherwise providing information, data or images on or through the Application ("User Content"), and without prejudice to the provisions of our Privacy Policy, you grant Epihunter a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license to use, copy, store, modify, transmit and display User Content to the extent necessary to provide and maintain the Application. Epihunter reserves the right, but is not obliged, to review and remove any User Content which is deemed to be in violation with the provisions of the Agreement or otherwise inappropriate, any rights of third parties or any applicable legislation or regulation.

7. Ownership

As between the User and Epihunter, the Products and all worldwide Intellectual Property Rights pertaining thereto, are the exclusive property of Epihunter and/or its licensors.

All rights in and to the Application and/or Documentation not expressly granted to the User in this Agreement are reserved by Epihunter and its licensors. Except as expressly set forth herein, no express or implied license or right of any kind is granted to the User regarding the Application and/or Documentation or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the Application.

8. Suspension

8.1 Suspension for breach. If Epihunter becomes aware or suspects, in its sole discretion, any violation by you of this Agreement or any other instructions, guidelines or policies (including but not limited to the Privacy Policy) issued by Epihunter, then Epihunter may suspend or limit your access to the Application and/or the Website. The duration of any suspension by Epihunter will be until you have cured the breach which caused such suspension or limitation.

8.2 Suspension for non payment. If you do not timely pay the Fees, Epihunter might automatically suspend your use of the Application. The duration of such suspension will continue until all breaches have been cured.

9. Support

In case you need technical support, you can contact Epihunter at info@epihunter.com . Epihunter makes all reasonable efforts to respond as quickly as possible to any inquiries of Users.

10. Privacy

Epihunter is concerned with the protection of your privacy and engages itself to comply with the applicable laws on privacy protection in relation to the processing and its Privacy Policy. Our Privacy Policy, which can be found at www.epihunter.com, is incorporated by reference in this Agreement. You consent to personal data being collected, used and processed in accordance with our Privacy Policy.

11. Payment

In consideration for the License (if applicable), the User agrees to pay to Epihunter the Fees in a timely manner, as instructed by Epihunter. Before you pay any Fees, you will have the opportunity to review and accept the Fees that will be charged. All Fees are non-refundable, to the fullest extent permitted under applicable law.

If you pay any Fees with a credit card, Epihunter may seek pre- authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

If Epihunter would modify the applicable Fees, including by adding additional fees or charges, Epihunter will notify you thereof prior to the entry into force of such modified Fees. If you do not accept the modified Fees, Epihunter may discontinue your access to the Application. Epihunter shall not modify the applicable Fees during the Term.

12. Liability

12.1 To the maximum extent permitted under applicable law, Epihunter's liability arising out of or in connection with the Products under this Agreement whether in contract, warranty, tort or otherwise, shall not exceed the amount you have paid to Epihunter for the use of the Epihunter Application or one hundred euro (€100.00), if you have not had any payment obligations to Epihunter, as applicable.

12.2 To the extent legally permitted under applicable law, Epihunter shall not be liable to the User or any third party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, data, revenue, goodwill, production of use, procurement of substitute services, or property damage arising out of or in connection with the Products under this Agreement, including but not limited to any miscalculations, or the use, misuse, or inability to use the Products, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if Epihunter have been notified of the likelihood of such damages. The limitation in this article 12.2 shall not apply to the obligations of Epihunter under article 14 ("Indemnification").

12.3 You agree that Epihunter can only be held liable as per the terms of this article 12 to the extent damages suffered by you are directly attributable to Epihunter. For the avoidance of doubt, Epihunter shall not be liable for any claims resulting from (i) your unauthorized use of the Application, (ii) your or any third party's modification of (any parts) of the Application, (iii) your failure to use the most recent version of the Application made available to you or your failure to integrate or install any corrections to the Application issued by Epihunter, or (iv) your use of the Application in combination with any non-Epihunter products or services. The exclusions and limitations of liability under this article shall operate to the benefit of Epihunter affiliates and subcontractors under this Agreement to the same extent such provisions operate to the benefit of Epihunter.

13. Warranties and disclaimers

13.1 By Epihunter. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 13 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND THE RESULTS ARE PROVIDED "AS IS," AND EPIHUNTER MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, COVENANTS OR REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, SUITABILITY, AVAILABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE PRODUCTS, INCLUDING THE RESULTS, (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO THE USER BY EPIHUNTER. EPIHUNTER DOES NOT WARRANT THAT (i) ALL ERRORS CAN BE CORRECTED, OR THAT ACCESS TO OR OPERATION OF THE PRODUCTS SHALL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, AND (iii) THE INFORMATION, INCLUDING BUT NOT LIMITED TO THE RESULTS, AVAILABLE ON OR TRANSMITTED BY THE APPLICATION IS TRUE, COMPLETE OR ACCURATE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT EPIHUNTER CANNOT BE HELD LIABLE FOR ANY HEALTHCARE OR RELATED DECISIONS MADE BY YOU OR YOUR PHYSICIAN BASED UPON THE RESULTS TRANSMITTED OR DISPLAYED BY OR ON THE APPLICATION WHETHER SUCH DATA IS ACCURATE OR INACCURATE. YOU ACKNOWLEDGE AND AGREE THAT YOUR PHYSICIAN, AND NOT EPIHUNTER, IS SOLELY RESPONSIBLE FOR THE INTERPRETATION OF THE RESULTS OR OTHER HEALTHCARE INFORMATION RELATED TO YOU. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PRODUCTS AND THE RESULTS IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS INHERENT TO TRANSMITTING INFORMATION OVER AND STORING INFORMATION ON THE INTERNET AND THAT EPIHUNTER IS NOT RESPONSIBLE FOR ANY LOSSES OF YOUR DATA, INCLUDING BUT NOT LIMITED TO THE RESULTS AND ANY USER CONTENT, IN CONNECTION THEREWITH.

13.2 By User. You represent and warrant to Epihunter that (a) you have the authority to enter into this binding agreement personally and (b) that any User Content provided by you for the use of the Application is accurate and truthful and shall not (i) infringe any Intellectual Property Rights of third parties; (ii) misappropriate any trade secret; (iii) be deceptive, defamatory, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Epihunter's system or data; or (v) otherwise violate the rights of a third party.

You agree and acknowledge that Epihunter is not obligated to back up any User Content and/or Results. You agree that any use of the Application or Documentation contrary to or in violation of the representations and warranties of User in this article constitutes unauthorized and improper use of the Application and/or Documentation.

14. Indemnification

You will indemnify and hold harmless Epihunter or its officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees, arising out of or in any way connected with (i) your access to or use of the Application, (ii) Your Content, (iii) your breach or alleged breach of any warranties made by you hereunder or your violation of any other provision of these Terms, or (iv) your violation of any law or the rights of a third-party. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

15. Term and termination

15.1 Epihunter shall grant you a license on the Application and/or Documentation during the Term unless the Agreement is terminated in accordance with articles 15.2 or 15.3. During the Term, the User will be eligible to receive all major and minor updates and upgrades for the Application and/or Documentation

For the avoidance of doubt, in the event the User terminates the Agreement by removing the Application from its mobile device before the expiration of the Term, the User is not entitled to a refund of any pre-paid Fees for the remaining period of the Term.

Upon expiration of the Term, any user rights on the Application that were granted to you under this Agreement shall automatically expire. Please note that you may not be notified of this automatic expiration.

15.2 **Termination for breach.** Epihunter may terminate with immediate effect this Agreement and your right to access and use the Application (i) if Epihunter believes or has reasonable grounds to suspect that you are violating this Agreement (including but not limited to any violation of the Intellectual Property Rights of Epihunter) or any other guidelines or policies (including but not limited to the Privacy Policy) issued by Epihunter or (ii) if the User remains suspended for non-payment for more than 60 (sixty) days.

15.3 **Effects of termination.** Upon the termination of this Agreement for any reason whatsoever in accordance with the provisions of this Agreement, at the moment of effective termination: (i) you will no longer be authorized to access or use the Application or otherwise use any of the features or Results offered by or through the Application; (ii) Epihunter may delete data associated with your account, including but not limited to User content or the Results, on the Application and (iii) all rights and obligations of Epihunter or User under this Agreement shall terminate, except those rights and obligations under those sections specifically designated in article 16.7.

16. Miscellaneous

16.1 **Force Majeure.** Epihunter shall not be liable for any failure or delay in the performance of its obligations with regard to the Application if such delay or failure is due to causes beyond our control due including by not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, telecommunications, network, computer, server or Internet downtime, unauthorized access to Epihunter's information technology systems by third parties or any other cause beyond the reasonable control of Epihunter (the "Force Majeure Event"). We shall notify you of the nature of such Force Majeure Event and the effect on our ability to perform our obligations under this Agreement and how we plan to mitigate the effect of such Force Majeure Event.

16.2 **Entire agreement.** This Agreement (including the Privacy Policy) constitutes the entire agreement and understanding between you and Epihunter with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between the Parties relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

16.3 **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

16.4 **Waiver.** Any failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision.

16.5 **Assignment.** You may not assign or transfer this Agreement or any rights or obligations to

any third party. Epihunter shall be free to (i) transfer or assign (part of) its obligations or rights under the Agreement to one of its affiliates and (ii) to subcontract performance or the support of the performance of this Agreement to its affiliates, to individual contractors and to third party service providers without prior notification to the User.

16.6 Notices. All notices from Epihunter intended for receipt by you shall be deemed delivered and effective when sent to the email address provided by you on your account. If you change this email address, you must update your email address on your personal settings page.

16.7 Survival. Articles 7, 12, 13, 15, 16.7, 16.8 shall survive any termination or expiration of this Agreement.

16.8 Governing law and jurisdiction. Without prejudice to any mandatory legislation, this Agreement shall be exclusively governed by and construed in accordance with the laws of Belgium, without giving effect to any of its conflict of law principles or rules. The courts and tribunals of Hasselt shall have sole jurisdiction should any dispute arise relating to this Agreement.