

**SCHEDULE 5**

**Terms of Use (EULA) for the Customer's Staff**

**Overview**

The siHealth's SmartPDT solution ("SmartPDT" or the "solution" or the "service") you connect to via the SmartPDT-D Web-Portal (the "Web-Portal") is provided to you exclusively in your capacity as Authorised User by the Institution (the "healthcare provider") having its registered office at the Institution's Postal Address and using the SmartPDT digital solution licenced to it by its trusted third party siHealth Ltd ("us" or "we" or "siHealth" - Building R104, Rutherford Appleton Laboratory, Harwell Campus, Didcot, Oxfordshire, OX11 0QX, United Kingdom - UK Company Registration Number 9176652 – [www.sihealth.co.uk](http://www.sihealth.co.uk)).

siHealth is a company of the Flyby Group (the "group"), a corporate group controlled by Flyby S.r.l. ([www.flyby.it](http://www.flyby.it) - Livorno, Italy). The group operates worldwide, providing digital systems and services for supporting human decision-making in different sectors, such as Space, Energy, Security and Health & Wellness.

siHealth has a direct subsidiary inside the group, siHealth Photonics S.r.l. ([www.sihealthphotonics.it](http://www.sihealthphotonics.it) - Livorno, Italy). siHealth Photonics develops digital innovations for healthcare, with particular focus on the smart management of medical conditions through Image Processing and Artificial Intelligence techniques.

The SmartPDT solution is composed by the SmartPDT-D Web-Portal (the "Web-Portal") for healthcare professionals and the SmartPDT-P App (the "App") for patients. The SmartPDT solution is provided by siHealth who is the only responsible for the processing of your personal data ("Data Controller") in accordance with the General Data Protection Regulation ("GDPR") and any Data Protection laws applicable.

Any use of the service is subject to your acceptance of these Terms of Use. Please read these Terms of Use carefully before using the service. If you do not agree to all these Terms of Use, then you should not use this service.

Any new features or tools which are added to the current service shall also be subject to these Terms of Use. You have the right to choose not to install such updates or opt out of automatic updates, but it means that you are electing to withdraw from using the service.

We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to a new version or update of this service. You have the right to not accept these changes, but if you do not accept them then you will not be permitted to continue to use the service.

**Section 1 – The service**

The service is intended to provide you with a digital platform for supporting the delivery of safe and efficient dPDT treatments in your capacity as Authorised User of the healthcare provider.

**Section 2 - Provision of the service**

The service is provided to you by siHealth for use on compatible digital devices, e.g. via an internet browser accessible via a laptop or a mobile device.

Any connection costs incurred during use, e.g. costs charged by your internet provider, are to be borne by you or by the healthcare provider.

The SmartPDT solution has not been developed to meet individual requirements. The functional scope and system requirements of the current version of the service are stated in the product and update descriptions for the service within the User Manual area of the SmartPDT Web-Portal.

We may modify or discontinue the service at any time, and you may discontinue use of the service at any time.

**Section 3 – Use of the service/ no verification of the accuracy; purpose of use: only supporting function of the service**

The functions of the service are based on data stored by the patients, by other users of the SmartPDT Web-Portal and data provided by third parties which may include the following:

- non-identifiable information about the dPDT sessions
- your identifiable personal information in your capacity as Authorised User by the healthcare provider.

We are not responsible for any loss or damage suffered by you or by the patient which has arisen from improper

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use of the service and / or failure to use the service in accordance with these Terms of Use or the User Manual.

#### Section 4 – Limited grant of rights

We grant you a non-exclusive, revocable and non-transferable right to use the service, including the information provided as part of the service (e.g. data, measurements and recommendations provided) only to the extent that such use relates to the specific purpose of providing dPDT treatments.

You may not distribute or otherwise transfer the service to third parties for use (including renting, leasing, or sublicensing) or use the same to provide services to third parties.

All intellectual property rights in the service, including the information and software it contains, belongs to us or are licensed to us by our trusted partners. Apart from the rights of use expressly granted herein, you are not granted any further intellectual property rights of any kind. From time to time we may need to restrict access to some parts of the service, or the entire service, to users and we assume no responsibility for any interruption. The service may also be unavailable from time to time due to maintenance or malfunction or for other reasons outside our control. We will use reasonable endeavours to notify you in advance such unavailability.

#### Section 5 – Liability and disclaimer of liability

We will use reasonable endeavours to keep content and functionalities of the service updated and provide you with notice of this where possible. However, we do not give any promises as to the accuracy, sequence, timeliness or completeness of the service or its content.

We are only responsible to you for foreseeable loss and damage caused by us failing to comply with these Terms of Use. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms of Use, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

We are not liable for business losses. If you use the service for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We recommend that you back up any content and data used in connection with the service to protect yourself in case of problems with the service.

#### Section 6 – Notifications & Settings

You may receive notifications (e.g. via email) when there is something new in the service or when weather conditions change for the scheduled dPDT sessions. If you do not wish to receive these notifications, you can turn them off in the service settings at any time.

#### Section 7 – Profile

To ensure a personalised experience, a profile will be set up for you and you will receive dedicated credentials (User ID and Password) for accessing the Web-Portal. You must treat your User ID and Password as confidential and must not share it with a third party. If you forget your User ID or Password, then they can be changed at any time through the Web-Portal.

Any information submitted through the service will be treated in accordance with our SmartPDT Privacy Policy, which can be found at [www.smartpdt.com/privacy-policy](http://www.smartpdt.com/privacy-policy).

#### Section 8 – Severability

In the event that any provision of the Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any remaining provisions.

#### Section 9 – No rights for third parties

These Terms of Use do not give rise to any rights under applicable law (including the Contracts (Rights of Third Parties) Act 1999) for third parties to enforce any of its terms.

#### Section 10 – We may transfer these Terms of Use to someone else

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We may transfer our rights and obligations under these Terms of Use to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the terms.

Section 11 – Governing law

These Terms of Use are governed by English law, and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

Section 12 - Contact us

Please contact us if you have any general questions or concerns about these Terms of Use:

- by email at [info@sihealth.co.uk](mailto:info@sihealth.co.uk)
- or at the postal address siHealth Ltd, Building R104, Rutherford Appleton Laboratory, Harwell Campus, Didcot, Oxfordshire, OX11 0QX, United Kingdom.

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