



## Epione SPRL / Helpilepsy

### Terms of Use – Website & Mobile App

V0.3 – Revised on 19/10/2017

[info@helpilepsy.com](mailto:info@helpilepsy.com)

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**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 Epione SPRL, having its registered office at Avenue Gustave Latinis 88, B-1030 Schaerbeek, or by any of its affiliates (jointly "Epione" or "we"). If you have any questions about the Products (as defined hereinafter) or this Agreement, please contact us via [info@helpilepsy.com](mailto:info@helpilepsy.com).

#### **1. Description of the Application**

Epione provides Helpilepsy, a digital platform for people with epilepsy and their physician to help in the epilepsy care. Helpilepsy consists of the Helpilepsy Dashboard for Patient, Helpilepsy Dashboard for Physician, the Helpilepsy Mobile Application and the Helpilepsy Platform (each as defined hereinafter and collectively the "**Application**"). The Helpilepsy Platform is the engine of the Application and interacts with and transmits data between the (i) Helpilepsy Mobile Application; (ii) the Helpilepsy Dashboard (for Patient & Physician). In addition, the Helpilepsy Platform also stores data. The Helpilepsy Dashboard (for Patient & Physician) is an online tool with the sole intention to display, add and store your data.

The Data (as defined hereinafter) is automatically transferred to the Helpilepsy Dashboard (for Patient & Physician) through the Helpilepsy Platform. Please note that this automatic transfer to the Helpilepsy Dashboard for Physician is only possible after you have made the link between yourself and your Physician by correctly linking your Physician's Helpilepsy account through your mobile device. Correctly linking your Physician's account to yours through your mobile device is your sole responsibility.

PLEASE NOTE THAT YOU ARE NOT OBLIGED TO INSTALL THE APPLICATION AND YOUR REFUSAL TO INSTALL THE APPLICATION DOES NOT HAVE ANY IMPACT ON THE TREATMENT BY YOUR PHYSICIAN OR THE QUALITY OF SUCH TREATMENT. FURTHERMORE, EPIONE WOULD LIKE TO DRAW YOUR ATTENTION TO THE FACT THAT YOUR PHYSICIAN DOES NOT PERFORM ANY CHECK-UP OF THE RESULTS IN REAL-TIME. IF YOU THINK YOU MAY HAVE AN URGENT MEDICAL EMERGENCY, PLEASE CONTACT YOUR PHYSICIAN OR THE EMERGENCY RESCUE IMMEDIATELY.



## 2. Definitions

"Account" means your account registered through the registration process on the Helpilepsy Mobile Application or Helpilepsy Dashboard;

"Delivery Date" means the date on which you obtained an Account;

"Documentation" means the documents made available to the User by Epione with regard to the use of the Application;

"Fees" means the amount to be paid by the User to either Epione or the Physician for the use of the Application;

"Helpilepsy Dashboard for Patient" means the web-based application made available to the Users;

"Helpilepsy Mobile Application" means the mobile application (i) which the User has to download on its mobile device and (ii) is intended to record (via user input), display, store and transmit your Data;

"Helpilepsy Platform" means the platform on which the Helpilepsy Mobile Application and the Helpilepsy Dashboard (for Patient & Physician) are connected and collectively function. Depending on the user profile (User, Physician, ...) different application functions 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;

"Physician" means the doctor (or other medical expert) from which you potentially obtained the prescription to use the Helpilepsy Mobile Application (you do not need the prescription to use the Mobile Application); By default, your doctor does not have access to your data;

"Helpilepsy Dashboard for Physician" means the web-based application that is accessible by your Physician to allow your Physician to review patient information about you, including but not limited to the Data. This application is also connected with the Helpilepsy Platform; Please note that your Physician has only access to your Data if you have linked him to your Account.

"Products" means the Application, Website and Documentation;

"Data" means the data collected via the application and rendered in an optimal way by the Helpilepsy Platform through the Helpilepsy Mobile Application and Helpilepsy Dashboard (for Patient & Physician).



"Website" means the website available at [www.helpilepsy.com](http://www.helpilepsy.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.helpilepsy.com](http://www.helpilepsy.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. Epione 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.helpilepsy.com](http://www.helpilepsy.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 explicitly 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 Epione 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. Epione 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 password and be fully responsible for all activities that occur under your personal account. You agree to immediately notify Epione of any unauthorized use, or suspected unauthorized use of your account or any other breach of security. Epione will not be liable for any loss or damage arising from your failure to comply with the above requirements.

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

## **6. License - restrictions**

**6.1 License by Epione.** During your Use and subject to the timely payment of the Fees (if you are a PRO member, otherwise the Use of the Application is free, but restricted), Epione 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 Epione. 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 Epione, including, but not limited to, those posted within the Helpilepsy 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 Epione to provide the Products or use the Products to conduct or promote any illegal activities; (vii) use the Products to generate unsolicited email advertisements or spam; (viii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (ix) 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); (x) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Products; (xi) 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 (x) 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 Epione 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. Epione 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 Epione, the Products and all worldwide Intellectual Property Rights pertaining thereto, are the exclusive property of Epione 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 Epione 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 Epione 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 Epione, then Epione may suspend or limit your access to the Application and/or the Website. The duration of any suspension by Epione 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, Epione 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 Epione at [info@helpilepsy.com](mailto:info@helpilepsy.com). Epione makes all reasonable efforts to respond as quickly as possible to any inquiries of Users.

## 10. Privacy

Epione 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 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, the User agrees to pay to Epione or its Physician the Fees in a timely manner, as instructed by Epione, should the User be using the PRO paid version. 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 the User is instructed to pay the Fees directly to Epione, the User shall be able to choose between different payment options, consisting of recurring payments of the Fees during the Use via an automatic monthly payment;

If you pay any Fees with a credit card, Epione 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 Epione would modify the applicable Fees, including by adding additional fees or charges, Epione will notify you thereof prior to the entry into force of such modified Fees. If you do not accept the modified Fees, Epione may discontinue your access to the Application.

## **12. Liability**

12.1 To the maximum extent permitted under applicable law, Epione'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 paid out under Epione's compulsory insurance policy at the date on which the applicable liability claim arises. Nothing in this Agreement shall limit or exclude Epione's liability for (i) gross negligence; (ii) willful misconduct, (iii) fraud or personal injury.

12.2 To the extent legally permitted under applicable law, Epione 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 Epione have been notified of the likelihood of such damages. The limitation in this article 12.2 shall not apply to the obligations of Epione under article 14 ("Indemnification").

12.3 You agree that Epione can only be held liable as per the terms of this article 12 to the extent damages suffered by you are directly attributable to Epione. For the avoidance of doubt, Epione 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 Epione, or (iv) your use of the Application in combination with any non-Epione products or services. The exclusions and limitations of liability under this article



shall operate to the benefit of Epione affiliates and subcontractors under this Agreement to the same extent such provisions operate to the benefit of Epione.

### 13. Warranties and disclaimers

**13.1 By Epione.** 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 EPIONE 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 EPIONE. EPIONE 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 EPIONE 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 EPIONE, 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 EPIONE 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 Epione 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 Epione's system or data; or (v) otherwise violate the rights of a third party.

You agree and acknowledge that Epione 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

**14.1 By Epione.** Epione shall defend and indemnify you as specified herein against any founded and well-substantiated claims brought by third parties to the extent such claim is based on an



infringement of the Intellectual Property Rights of such third party by the Application and/or Documentation and excluding any claims resulting from (i) your unauthorized use of the Products, (ii) your or any third party's modification of any of the Products, (iii) your failure to use the most recent version of the Application and/or Documentation made available to you, or your failure to install any corrections or updates to such Application and/or Documentation issued by Epione, if Epione indicated that such update or correction was required to prevent a potential infringement, or (iv) your use of the Application and/or Documentation in combination with any non-Epione products or services.

Such indemnity obligation shall be conditional upon the following: (i) Epione is given prompt written notice of any such claim; (ii) Epione is granted sole control of the defense and settlement of such a claim; (iii) upon Epione's request, the User fully cooperates with Epione in the defense and settlement of such a claim, at Epione's expense; and (iv) the User makes no admission as to Epione's liability in respect of such a claim, nor does the User agree to any settlement in respect of such a claim without Epione's prior written consent. Provided these conditions are met, Epione shall indemnify the User for all damages and costs incurred by the User as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by Epione pursuant to a settlement agreement.

In the event the Application and/or Documentation, in Epione's reasonable opinion, are likely to or become the subject of a third-party infringement claim (as per this clause 14.1), Epione shall have the right, at its sole option and expense, to: (i) modify the ((allegedly) infringing part of the) Application and/or Documentation so that they become non-infringing while preserving equivalent functionality; (ii) obtain for the User a license to continue using the Application and/or Documentation in accordance with this Agreement; or (iii) terminate the Agreement and pay to the User an amount equal to a pro rata portion of the Fees for that portion of the Application which is the subject of such infringement.

The foregoing states the entire liability and obligation of Epione and the sole remedy of the User with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the Application and/or Documentation or any part thereof.

**14.2 By User.** You hereby agree to indemnify and hold harmless Epione and its current and future affiliates, officers, directors, employees, agents and representatives from each and every demand, claim, loss, liability, or damage of any kind whatsoever, including reasonable attorney's fees, whether in tort or in contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to (i) any breach or violation by you of any provisions of this Agreement or any other instructions or policies issued by Epione; (ii) any User Content violating any Intellectual Property Rights of a third party and (iii) fraud, intentional misconduct, or gross negligence committed by you.

## **15. Use and termination**

15.1 Epione shall grant you a license on the Application and/or Documentation during the Use unless the Agreement is terminated in accordance with articles 15.2 or 15.3. During the Use, 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, the User is not entitled to a refund of any pre-paid Fees for the remaining period paid.

**15.2 Termination for breach.** Epione may terminate with immediate effect this Agreement and your right to access and use the Application (and the access to the PRO features) (i) if Epione 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 Epione) or any other guidelines or policies (including but not limited to the Privacy Policy) issued by Epione 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) Epione 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 Epione 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.** Epione 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 Nature, war, strikes or labor disputes, embargoes, government orders, telecommunications, network, computer, server or Internet downtime, unauthorized access to Epione's information technology systems by third parties or any other cause beyond the reasonable control of Epione (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 Epione 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. Epione 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 Epione 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, 16.8 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 Brussels shall have sole jurisdiction should any dispute arise relating to this Agreement.