

terms and conditions

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Welcome to the **myAlgos platform** , a healthcare service provided by **Hermes Healthcare Limited** & its subsidiaries. If you continue to browse and use our services, including our websites, mobile applications (as defined below), buttons, browser plug-ins, and APIs (including "Service"), you agree to be bound by the following Terms and Conditions of Use (the "Terms"), which together with the Privacy Policy and Cookies and Disclaimer are governed by the Hermes Healthcare (MyAlgos Platform & Applications) relationship with you, about the Service.

If you disagree with any of these Terms, please do not use the Service provided through the myAlgos platform .

Please note that we may revise these terms of use at any time by modifying this page. Please check this page (You can search for it in the myAlgos web application menu or the myAlgos mobile application settings) from time to time to take note of any changes we have made as they are binding on you.

1. INFORMATION ABOUT US

THE Service and the myAlgos platform is provided from the **Hermes Healthcare Limited** ("Hermes Healthcare", " us " or " we "). We are registered in England and Wales with company number 10775217 and are headquartered at 71-75 Shelton Street Covent Garden, London, WC 2H 9JQ . **Hermes Healthcare Greece I.K.E** is a subsidiary of Hermes Healthcare Limited , headquartered at 17 Komnion Street, Thessaloniki, 54624, Greece. The term "you" refers to the user of the Service. Hermes Healthcare is not a health care provider or health insurance provider and does not provide medical advice or health advice.

2. INFORMATION ABOUT THE SERVICE

2.1 The myAlgos platform (hereinafter referred to as "PLATFORM" includes the myAlgos web application (Web application) for use by your doctor and his interdisciplinary team and the myAlgos mobile phone application (Mobile application), (hereinafter, "MOBILE APPLICATION") for use by patients. For the sake of brevity, both myAlgos applications, web application & mobile application , hereinafter referred to as "APPLICATIONS".

The operation of the PLATFORM includes automated procedures that empower patients suffering chronic diseases to monitor their health, adhere to their treatment plan and to collaborate and communicate remotely with their medical team. The medical / interdisciplinary team receives continuous information regarding the personalized experience of each patient, user of the PLATFORM, unlocking valuable information, in order to properly and timely intervene in counseling / treatment. This enhanced communication and collaboration between health

professionals and patients result in patients' quality of life improvement and greater success in the treatment plans that they follow.

The registration of patients for use of the myAlgos mobile application is done after a special invitation they receive in their email, which is sent through the PLATFORM by a partner of ours, a user of the myAlgos web application. Our partners may include, for example, health professionals, medical institutions, hospitals, pain and rehabilitation clinics, and research institutes. After completing your registration on the PLATFORM you can download the myAlgos smart phone application from Apple Store or Google Play and enter your email in the field, username and password you created during your registration, respectively, in the field, password

2.2 We give you permission to use the PLATFORM under these Terms of Use which are subject to any rules or policies applied by any mobile app provider or store operator, from whose website you have downloaded the MOBILE APPLICATION ("MOBILE APPLICATION"). We remain the owners of the Service at all times.

2.3 We may revise these Terms at any time by updating this post. You should check the APPLICATIONS from time to time to check the current terms of use because they are binding on you at www.hermes.health website.

2.4 From time to time, updates to the APPLICATIONS may be issued through your app store provider. Depending on the update, you may not be able to use the APPLICATIONS until you have downloaded the latest version of the application and accepted any new terms.

2.5 Guarantee that you are at least 18 years old. Also guarantee that you are the owner of the device on which you downloaded the APPLICATIONS or that you have obtained permission from the owners of this device to download the APPLICATIONS. You accept the responsibility in accordance with these Terms for the use of the Service on any device, regardless of whether the device belongs to you or not.

2.6 You acknowledge and agree that Internet transmissions are never completely private or secure. However, all data stored and transmitted through the APPLICATIONS is encrypted. You understand that any message or information you send using the PLATFORM can be read or intercepted by others, even if it is encrypted.

2.7 By using the PLATFORM, you consent to the collection and use of technical information about the devices used to access the APPLICATIONS and any related software, hardware and / or peripherals to improve our products and provide any Services to you.

2.8 The provision of the Service to you depends on ensuring that all information you provide and upload is correct, accurate, true and honest at all times.

2.9 Hermes Healthcare is not liable for any damages resulting from your inability to continue your examinations with your regular healthcare provider. You agree that the Service does not replace your regular healthcare provider. We are not doctors. We just provide a technology to help you.

2.10 We strongly recommend that you seek appropriate advice before embarking on any health, self-care, diet, weight loss, wellness or healthy eating program. The information provided by the Service does not offer medical advice or substitute for medical care. The Service provides a tool for monitoring user data and transmitting it to your medical provider. In addition, healthcare providers can dynamically update your treatment plan through APPLICATIONS.

2.11 While we will endeavor to use reasonable skill and care in the provision of the Service, we provide no other warranties or warranties in relation to the Service.

3. ACCESS TO OUR SERVICE

3.1 Subject to your compliance with these Terms, we grant you a non-transferable, non-exclusive license to use the Service, for personal use only and subject to the privacy policy and cookies and the App Rules Store , which are all embedded in these Terms by reference.

3.2 As a patient / user of the myAlgos PLATFORM and MOBILE APPLICATION, you can allow a Trustee you validate and invite to use the MOBILE APPLICATION on your behalf. You recognize that Hermes Healthcare is not responsible for any Carer you allow to use and access the MOBILE APPLICATION on your behalf.

3.3 All images, text, icons and other content of the Service ("Content"), as well as the layout of the Content in the APPLICATIONS, are protected by copyright and other intellectual property rules . With the exception of the cases provided in these Terms or otherwise in writing by us, you are not granted any license to use the Content. Nothing in these Terms gives you permission to use any of our trademarks or the trademarks of any of our affiliates or other third parties.

3.4 Unless you have entered into a separate written agreement with us, you will not copy, republish, frame, link, download, transmit, modify, adapt, rent, lend, sell, assign, distribute, license or grant the Subsidiary , the Service or any of the Content. No copyright notice and / or other intellectual property or watermark in any Content will be deleted or modified.

3.5 It is forbidden to decode the myAlgos APPLICATIONS in their source code (decompilation) or in any way, the unauthorized use of the software of the PLATFORM and the APPLICATIONS. You may not access, monitor or copy any Content or information from the Service using any robots, spiders , scraper or other automated media or any manual process for any purpose without our express written permission.

3.6 If you violate any of the terms of these Terms, your license to use the Service terminates automatically. In addition, we have the right to block, restrict, disable, suspend or terminate your

access to the entire PLATFORM or any part of the APPLICATIONS, the Service or its Content at any time at our sole discretion without liability opposite you.

3.7 Any rights not expressly granted in these Terms are reserved.

3.8 While we strive to ensure that the PLATFORM and APPLICATIONS are normally available 24 hours a day, 7 days a week, we take no responsibility if for any reason the PLATFORM and the APPLICATIONS or the Service are not available at any time or for any period.

3.9 Access to the PLATFORM and APPLICATIONS or to the Service may be suspended temporarily and without notice in the event of system failure, maintenance or repair or for reasons beyond our control. We may suspend, withdraw, terminate or change all or any part of the Service without notice. We will not be liable to you if for any reason our Service is not available at any time or for any period.

3.10 You are responsible for making all necessary arrangements to access our Service. You are also responsible for ensuring that all people who access our Service through your Internet connection are aware of and comply with these Terms and other applicable terms and conditions.

3.11 From time to time, the Service may also include links to other websites . These links are provided for your convenience, to provide further information. However, this does not mean that we endorse these websites. We take no responsibility for the content of the linked websites.

4. YOUR ACCOUNT AND CODE

4.1 If you choose or are provided with a user ID, password or any other information as part of our security procedures, you must treat this information as confidential. You must not disclose them to any third party.

4.2 We have the right to disable any user ID or password, either chosen by you or assigned to us, at any time, if in our reasonable opinion you have not complied with any of the provisions of these Terms.

4.3 If you know or suspect that someone other than you, knows your username or password, you must notify us immediately at privacy@hermes.health

5. HOW TO CONNECT MYALGOS APPLICATIONS

5.1 The Service is designed to help you improve your chronic illness. Relieving your condition and following a specific treatment plan, can be achieved with the guidance of doctors, health professionals or other professionals who may be our partners. Therefore, access to the Service can be made available to you through one of our partners.

5.2 When you register on the PLATFORM to use the myAlgos Service , you will create your own personal registration code. This registration code along with email in which you accepted your invitation to register in the myAlgos PLATFORM are your credentials for the health professionals to connect to the myAlgos web application (web app), and for the patients / users to connect in the myAlgos MOBILE APPLICATION .

For example, your myAlgos mobile account (myAlgos mobile application) may be linked to the corresponding myAlgos web application of one of the healthcare providers who have invited you to the myAlgos PLATFORM .

Your data will be visible to all professional authorized users of web applications of the PLATFORM, with which your account is linked (doctors, nurses, psychologists, clinic managers, dieticians, etc.). Your data will not be visible to other users unless you choose otherwise. Your data will also be visible to the caregiver you have invited to the service. It will also be possible for your clinicians or healthcare professionals to add data to your account (for example, a diary note or a new job) as well as to view any data you have entered in the MOBILE APPLICATION.

5.3 If you have access to the myAlgos Service through a Hermes Partner Healthcare and this partner terminate their contractual relationship with Hermes Healthcare , you may no longer have access to the Service through this partner. Data downloaded while using the Service through the Affiliate may also no longer be accessible.

5.4 Your doctor or a member of his/her medical/ interdisciplinary team may deactivate your account for any reason deemed necessary. In this case your connection to the MOBILE APPLICATION will not be possible and you will receive the relevant information when trying to connect. Hermes Healthcare is not responsible in any way for this decision of your healthcare provider.

6. WHAT YOU ARE NOT ALLOWED TO DO WITH THE SERVICE

6.1 It is prohibited to publish or transmit to or from the Service any material:

(a) which is threatening, defamatory, obscene, rebellious, offensive, pornographic, abusive, capable of inciting racial hatred, discriminatory, threatening, scandalous, arson, blasphemy, breach of trust, breach of privacy or breach of privacy; or

(b) for which you have not obtained all necessary permits and / or approvals; or

(c) which constitutes or encourages conduct which could constitute a criminal offense, which may give rise to civil liability or otherwise be contrary to law or which violates the rights of any third party, in any country in the world; or

(d) which are technically harmful (including, but not limited to, computer viruses, logic bombs, Trojan horses, worms, malware, corrupt data, or other malicious software or malicious data).

6.2 It is forbidden:

- (a) use the Service through the PLATFORM AND APPLICATIONS or its Content in any unlawful manner;
- (b) misuse of the Service through the PLATFORM AND APPLICATIONS (including, but not limited to, malicious code intrusion or entry);
- (c) resell or commercially use the Service, the PLATFORM AND APPLICATIONS or its Content.
- (d) infringe the intellectual property rights of us or any third party in the use of the Service, the PLATFORM AND THE APPLICATIONS or its Content by you
- (e) frame or use any framing techniques to enclose the Service, PLATFORM AND APPLICATIONS or any other part thereof.
- (f) take any action that in our sole discretion imposes an unjustifiably or disproportionately large load on our servers or other infrastructure
- (g) the use of the Service and the PLATFORM and the APPLICATIONS in any way that may cause or is likely to cause interruption, damage or damage to the access or use of the Service through the PLATFORM and the APPLICATIONS, in any way.

7. VIRUSES & ERRORS

7.1 We do not guarantee that our Service will be secure or free of errors or viruses.

7.2 You are responsible for the configuration of your information technology, computer programs and platform in order to access our Service. You must use your own antivirus software.

8. PRIVACY POLICY

You acknowledge and agree that Hermes Healthcare Limited is not a "Covered Entity" under the 1996 Health Insurance Portability and Liability Act ("HIPAA") and in addition to the General Data Protection Regulation (GDPR) as defined by the HIPAA and the GDPR. HIPAA and GDPR address how individually identifiable patient health information can be used or disclosed by Covered Entities and other companies, such as Hermes Healthcare. For more information about your entitlements under the HIPAA or GDPR, see <http://www.hhs.gov/ocr/privacy/> and <https://www.eugdpr.org/> You specifically acknowledge and agree to the Terms of Use and Privacy Policy which you can read in the corresponding Hermes file Healthcare, in order to register on the PLATFORM and receive our Services.

9 . LINKS AND RESOURCES OF THIRD PARTIES IN THE SERVICE

Through the Service you may be able to connect to other sites that are not under the control of Hermes Healthcare . We have no control over the nature, content and availability of these sites. The inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed on them. If you decide to access any of the third party online information / services associated with the Service, you do so at your own risk.

10. LIMITATION OF OUR LIABILITY

10.1 Nothing in these Terms of Use excludes or limits our liability for death or bodily harm resulting from our negligence, fraud or fraudulent declaration or any other liability that cannot be excluded or limited by European and Greek law. .

10.2 To the extent permitted by law, we exclude all terms, warranties, representations or other terms that may apply to the Service, the PLATFORM and the APPLICATIONS or any Content therein, expressly or implicitly.

10.3 Neither we nor any third party provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials available or offered to the Service through the PLATFORM and APPLICATIONS, for any particular purpose. You acknowledge that this information and material may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the extent permitted by law.

10.4 The use of any information or material provided by the Service is at your sole risk, for which we have no responsibility. It is your responsibility to ensure that any products, services or information available through our Service, including APPLICATIONS, meet your specific requirements.

11. OTHER IMPORTANT CONDITIONS

11.1 To contact us in writing, send us your contact via e - mail to: hermes@hermes.health

11.2 We will not be liable for any failure to perform or delay in the performance of any of our obligations under these Terms, caused by any act or event beyond our reasonable control, including the failure of public or private telecommunications networks (“Event other than our control ”). If an event occurs outside our control that affects the performance of our obligations under these Terms:

(a) our obligations under these Terms will be suspended for the duration of the Event beyond our control. And



(b) we will make every reasonable effort to find a solution by which our obligations under these Terms can be fulfilled despite the Event beyond our Control.

11.3 We may transfer our rights and obligations under these terms to another organization, but this will not affect your rights or our obligations under these Terms.

11.4 You may transfer your rights or obligations under these Terms of Use to another person only if we agree in writing.

11.5 A person who is not a party to these Terms has no right to impose any term other than these Terms.

11.6 If we fail to comply, fulfill any of your obligations under these Terms or if we do not impose our rights on you or delay in doing so, it does not mean that we have waived our rights against you and it will not mean that that you do not have to comply with these obligations. If we give up a default by you, we will only do so in writing, and this does not mean that we will automatically waive any subsequent default on your part.

11.7 Each of the terms of these Terms operates separately. If any court or competent authority decides that any of these are illegal or unenforceable, the remaining conditions will remain in full force and effect.

11.8 These Terms will be governed by and construed in accordance with Greek & European Law. Disputes arising in connection with these terms of use are subject to the exclusive jurisdiction of the Greek courts.