



# TERMS OF USE OF THE AI- PROGNOSIS APPLICATION

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**Contractual delivery**

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**Actual delivery**

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**Deliverable type**

[R - Document]

**Dissemination level**

[PU – Public]

**Version - date**

0.1 - 26/06/2024

## **1 Introduction**

The AI-PROGNOSIS project aims to advance Parkinson's disease diagnosis and care by developing novel, predictive AI models for personalized PD risk assessment and prognosis (in terms of time to higher disability transition and response to medication) based on multi-source patient records and databases, including in depth health, phenotypic and genetic data, 2) implementing a system of biomarkers informing the AI models by tracking key risk/progression markers in daily living, and ultimately 3) translating the models and digital biomarkers into a validated, privacy-aware AI-driven toolkit, supporting healthcare professionals (HCPs) in disease screening, monitoring and treatment optimization via quantitative, explainable evidence, and empowering individuals with/without PD with tailored insights for informed health management.

For this purpose, the evaluation phase of the envisaged AI-PROGNOSIS framework will be taking place through the use of the AI-PROGNOSIS application (app). As a result, end users participate in this evaluation process and are provided with a Garmin smartwatch (wearable) that is connected via Bluetooth with the AI-PROGNOSIS application, in order for the function of the application to be tested. In order to use our services, the end user agrees to all the following terms and conditions of use of the AI-PROGNOSIS application. The end user is also subject to the privacy policy of the AI-PROGNOSIS application, which covers all the action related to the use, storage, transfer and in general process of the personal data of the end users.

## **2 Registration to the application**

**2.1** The end user understands and acknowledges that, following his registration through the provision of the personal code by the clinician in charge, he/she shall comply with the requirements of clause 3 of the current terms and conditions.

**2.2** Except from the registration code provided to the patient – end user, the latter shall not provide any of the AI-PROGNOSIS partners with any additional information or personal data not requested by them. In case any event as such takes place, the additional information will be permanently deleted as soon as possible in order to avoid any privacy related implications.

**2.3** By using the AI-PROGNOSIS application or the service, the end user further agrees that he/she:

- i. will only use the service or download the application for his/her sole, personal use, according to the instructions provided by the AI-PROGNOSIS partners, and will not resell or assign it to a third party,
- ii. will not use any other account created for another participant in the study, without appropriate authorization,
- iii. will not use the Service or Site for unlawful purposes,
- iv. will not try to harm the application and service overall,
- v. will provide the AI-PROGNOSIS partners with such information and documents which they may reasonably request, according to the AI-PROGNOSIS project related purposes and
- vi. will comply with all applicable law from his/her country of residence and the country, state and/or city in which he/she are present while using the application

**2.4** The end user acknowledges the processing operations on his/her personal data, as described in the privacy policy of the AI-PROGNOSIS application.

### **3 Who Can Use the application**

The AI-PROGNOSIS application is intended to be used by patients having symptoms or suffering from Parkinson's disease. Following this, the aim of the project is for all the patients suffering from Parkinson's disease to be provided with the service of the AI-PROGNOSIS application.

Since though processing operations are envisaged throughout the use of the AI-PROGNOSIS application and due to the nature of the personal data to be processed and the processing operations, having also into consideration the ethical provisions, the end users shall:

- i. be at least 18 years old,
- ii. be suffering from Parkinson's disease or any disease that is linked to the development of Parkinson's disease in the future,
- iii. be a designated participant of the AI-PROGNOSIS following the application evaluation process,
- iv. not be prohibited from receiving any aspect of the services provided by the AI-PROGNOSIS application under applicable laws,
- v. demonstrate respect and understanding to the scientific research and evaluation activities of the AI-PROGNOSIS application.
- vi. not be previously excluded from use of the AI-PROGNOSIS application as a result of a violation of the current terms and conditions of use or any other form of violation of any policies or applicable laws,

### **4 Rules and Guidelines**

**4.1** The end user is responsible for any kind of use of the service and the AI-PROGNOSIS consortium partners do not retain any responsibility related to the results, suggestions, metadata or any form of information that will be created or provided to the end user, as a result of the use of the application.

**4.2** The use of the AI-PROGNOSIS application is permitted only to the designated participants in the application's evaluation process. The authorized people to designate those participants are the AI-PROGNOSIS partners in charge of the evaluation process. No third party could be included in the evaluation procedure without prior approval from the AI-PROGNOSIS partners.

**4.3** The AI-PROGNOSIS partners retain the right to update, alter or in any way intervene to the context and function of the application in order to ensure its successful operation according to any applicable laws, especially during its evaluation phase.

**4.4.** In case of any unauthorized use of the end user's account, please immediately reach the partner organizing the study that you participate in, in order to provide the necessary information. You shall also proceed to a written request for blocking your account, to which you will be assisted by the AI-PROGNOSIS partners' representatives.

### **5 Warranty/Limitation of Liability Clause**

Our service is provided to the end user in its current form and we cannot guarantee it will be safe and secure or will work perfectly at all the time, especially since you will be participating in the evaluation phase of the AI-PROGNOSIS application. The project partners will implement all the necessary measures and proceed to all the possible procedures in order to ensure liability.

To the extent permitted by the law, we also disclaim all warranties, whether express or implied, including the implied warranties or merchantability, fitness for a particular purpose, title and non-infringement.

Our responsibility for anything that happens on the Service is limited as much as the law will allow. If there is an unpredictable issue with our Service, we cannot comprehend its possible impact. As a result, the end user agrees that the AI-PROGNOSIS project partners will not be deemed responsible for any lost profits, revenues, information or data or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these terms. This includes the action of deletion of the content, personal data, information or account overall.

## **6 Intellectual property**

You agree that the services, including but not limited to content, graphics, user interface and the scripts and software used to implement the services, contain proprietary information and material that is owned by the AI-PROGNOSIS consortium partners and is protected by applicable intellectual property and other laws, including but not limited to patent, trademark or copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the services for personal, noncommercial uses in compliance with this agreement. No portion of the content or services may be transferred or reproduced in any form or by any means, except as expressly permitted by this agreement. The end user agrees not to modify, rent, loan, sell, share, or distribute the Services or Content in any manner, and you shall not exploit the services in any manner not expressly authorized.

## **7 Termination**

**7.1** The AI-PROGNOSIS partners reserve the right to suspend or terminate the end user's account with immediate effect and for an indefinite period, if they have identified any kind of misuse of the application.

**7.2** With the term misuse, we refer to any use of the AI-PROGNOSIS application that is not related to its intended use or purpose, as defined by the grant agreement or any other official document of the AI-PROGNOSIS project. It also refers to any potential malicious activities as a result of the use of the application and the event of non-compliance with any of the requirements stated in term 2.5 of the current terms of use and conditions.

**7.3** This rule applies also in case the registration data or any other data provided by the end user is incorrect or false, or in case the security of the end user's account has been compromised in any way.

**7.4** Following the deletion of the end user's account, any information regarding this account will be also deleted, according to the relevant provisions of the General Data Protection Regulation.

## **8 Jurisdiction**

Unless otherwise required by a mandatory law of a member state of the European Union, or any other jurisdiction, the current agreement is subject to the laws of Greece.