

# Terms and Conditions

## Chipmunk Healthcare Solutions b.v.

General Terms and Conditions Chipmunk Healthcare Solutions b.v., trading under the name Chipmunk Health, located at Oliemolenstraat 60, 6416 CB Heerlen, registered at the Chamber of Commerce under number 71129294.

Chipmunk Health is a secure service that gives clients and their healthcare provider insight into certain health related data.

These general terms and conditions concern the General (user) terms and conditions of the Chipmunk care platform (the Service).

### 1. Definition

**The Service:** A measuring platform consisting of individual measuring devices (as laid down in the Chipmunk Health Loan Agreement), a communication hub and a web portal for the healthcare professional, to which these general (user) conditions apply (the Chipmunk Care Platform).

**User:** Patient and / or healthcare provider who use the Service.

**(User) account:** the right of access to a user interface, with which the user can manage certain aspects of the Service.

**User Agreement:** The agreement concluded between User and Chipmunk Health, whereby User gains access to the Chipmunk Healthcare Platform.

**Loan Agreement:** An agreement between User and Chipmunk Health, in which User is given permission to use the items as described in the agreement.

**Declaration of consent:** A form whereby user (patient) grants permission to Chipmunk Health to manage / share the medical data with care providers.

**Terms and Conditions:** these general (user) conditions, which also apply to the Chipmunk Health Loan Agreement and the Chipmunk Health User Agreement.

**Information:** the data, images, video and audio files, other content that User can share through the Service. The (audio and video) communication that can take place with use of the Service.

**Treatment Agreement:** the (Treatment) Agreement that User and the care provider conclude in the context of (care) services that the care provider gives User and in which functionalities of the Service can be deployed, all this as specified in the User Agreement, concluded between User and Chipmunk Health.

**Parties:** User and Chipmunk Health jointly, each separately being a "Party".

**Privacy Statement:** the privacy statement of Chipmunk Health that applies to the collection and processing of personal data and that can also be consulted at [www.chipmunkhealth.com](http://www.chipmunkhealth.com).

**Care provider:** the party with whom User concludes a Treatment Agreement with regard to the provision of certain care and for which the Service is used as a (communication) means.

### 2. Usage of the Service

**2.1** Chipmunk Health offers its Service to Healthcare providers and consumers to communicate with each other remotely and / or to send measurements of body values.

Details about the Chipmunk Health company and the functionalities of the Chipmunk Health Service can be found at [www.chipmunkhealth.com](http://www.chipmunkhealth.com).

**2.2** A user of the Service receives a non-exclusive, non-sublicensable and non-transferable license to use the Service when he or she registers. This means, among other things, that Users do not become the owners of the Chipmunk Health Service. No Intellectual Property is transferred either. User is therefore not permitted to retrieve (parts of) the Service of Chipmunk Health, including the source code, through reverse engineering, decompilation, or other techniques.

**2.3** The Terms of Use, Loan Agreement, Privacy Statement and Cookie Statement of Chipmunk Health apply to the use of the Chipmunk Health Service. These can be found at [www.chipmunkhealth.com](http://www.chipmunkhealth.com). By registering with the Service and by signing the User Agreement, Loan Agreement and the Declaration of Consent to share medical data, User agrees to the General Terms (of Use), Privacy Statement and Cookie Statement.

**2.4** For the use of some functionalities of the Service it may be necessary for the User to enter into a Treatment Agreement with a Care Provider (for example for following up home measurements by a Care Provider or having (video) contact with a Care Provider). Chipmunk Health is neither liable nor responsible for the services or activities of Third Parties, including Healthcare Providers resulting from this Treatment Agreement.

**2.5** Precisely because the Service is used in consultation with third-party care services, it is important that the User of the Service is actually the person who is registered. User may only use the Service for the purpose for which it was developed as described on [www.chipmunkhealth.com](http://www.chipmunkhealth.com) and only personally (User is therefore not allowed to give other persons access to the Service or his User account).

**2.6** In order for the Service to work, the following is required: a suitable and sufficiently secure internet connection and the equipment and software made available by Chipmunk Health (see Loan Agreement). Which type of internet connections, equipment (and any versions of the software on that equipment) and measuring equipment are supported by Chipmunk Health can be found in the Loan Agreement. User is responsible for the functioning of this internet connection and the possible security thereof.

**2.7** Chipmunk Health and User can stop the use of the Service or withdraw the license to use the Service at any time without having to state a reason, subject to the notice period as laid down in the User and the Loan Agreements.

If Chipmunk Health does this, Chipmunk Health will inform User about this by e-mail. Chipmunk Health is not liable for the consequences of blocking and / or restricting access to and / or disabling the Service and / or the User account, unless mandatory law determines otherwise.

### **3. What Chipmunk Health does / does not take care of when using the Service**

**3.1** Chipmunk Health is committed to optimum availability and accessibility of the Service. Chipmunk Health strives for maximum availability but cannot guarantee that User will always have unrestricted access to the Service or can make undisturbed and uninterrupted use of the Service, for example because Chipmunk Health performs maintenance or updates the Service (which Chipmunk Health, at its discretion, does in a regular basis). In the event of maintenance work that makes the Service (temporarily) inaccessible, Chipmunk Health will let you know in advance where possible.

**3.2** Chipmunk Health does not guarantee that the Service or parts thereof will work without interruption, errors or defects, or that all errors and defects can and will always be corrected..

**3.3** Chipmunk Health is not responsible for the (undisturbed) functioning of telecommunications connections (for example, Internet connections of e User).

**3.4** Chipmunk Health makes every effort to ensure adequate security of the Service according to the state of the art. The User will ensure that he or she protects his or her own equipment and software in an adequate manner (for example by choosing strong passwords and / or setting a pin code on their own devices).

### **4. Personal data**

**4.1** When using the Service, (personal) data can be stored and processed by Chipmunk Health. The annex to the Privacy Statement for the Service describes which data is collected and processed at Chipmunk Health, while Chipmunk Health will adhere to the conditions of the General Data Protection Regulation (AVG) that has been in force since May 25, 2018.

**4.2** Chipmunk Health has the right to use Information at an aggregated level (anonymously) at any time in the context of improving the Service and its services, all in accordance with its Privacy Statement.

### **5. Liability of Chipmunk Health**

**5.1** Chipmunk Health is not liable for damage or costs arising from misuse of or unauthorized access to the Service and Information of User.

**5.2** Chipmunk Health is not liable or responsible for the Information and / or data, or the correctness or correctness of the Information and / or data that is entered and / or maintained and / or processed and / or converted and / or communicated by using the Service by User or third parties.

**5.3** Chipmunk Health is not liable for incorrect and / or incorrect use of the Service by a User or third party, including but not limited to incorrect and / or incomplete setting up of the Service and / or entering incomplete and / or incorrect (threshold) values.

**5.4** Chipmunk Health completely excludes its liability for damage and / or injury arising from or in connection with the use of the Service by User.

**5.5** User indemnifies Chipmunk Health against all possible claims from third parties as a result of using the Service.

## **6. Other provisions**

**6.1** Chipmunk Health is entitled to transfer the rights and obligations from these Terms of Use to a third party.

**6.2** If a provision of the Terms of Use is invalid or is invalidated, this does not affect the validity of the other provisions.

**6.3** Dutch law applies to the use of the Service and the Terms of Use, unless mandatory law determines otherwise.

**6.4** The Court of Maastricht, has exclusive jurisdiction to hear disputes regarding these Terms of Use and the use of the Service, unless mandatory law determines otherwise.

**Heerlen, August 2019**