

Guardian COVID User Terms and Conditions v.1.2

Last update: 18 May 2020

General

For purposes of these User Terms and Conditions, the terms below shall have the following meaning:

1. [Application]: The solution provided by means of the Guardian Covid App for Smart Devices (Android, iOS, Tizen), specific proximity wearables, and the Guardian Covid Platform.
2. [epic.blue]: Epic blue BV, with registered offices at 3000, Leuven, Asstraat 5 and registered in the Crossroads Bank of Enterprises with company number 0659.871.697; telephone: +32 499 99 65 96; e-mail: info@epic.blue;
3. [Customer]: an entity who subscribed to use the Application with whom epic.blue has a direct or indirect commercial relation and through whom you, the User of such Application, are provided access to the App and Platform.
4. [Agreement]: the Business Terms signed by Customer, the General Terms and Conditions and GDPR Data Processing Agreement referenced therein, and all attached Exhibits and Addenda from you derive the terms of use and other stipulations listed in these User Terms and Conditions.
5. [User]: each physical person making use of the website or the Application;
6. [Website]: The website owned and managed by epic.blue providing access to the Application platform, i.e. <https://guardian.epic.blue> .

I. Terms of Use

As authorized to you by Customer, you are allowed to access and use the Guardian Covid App and Guardian Covid Platform within the scope and terms of the Agreement between Customer and epic.blue. These User Terms and Conditions are subject to the terms of Agreement which take precedent over this document.

In accordance with Agreement, the App, including software embedded in the App, is licensed, to you by epic.blue only under these terms, and epic.blue reserves all rights not expressly granted to you. epic.blue does not own the device on which the App is recorded or stored, but epic.blue and its licensors retain ownership of the App itself.

These terms allow you to use the App on any Compatible Device and on no other devices. A "Compatible Device" is a combination of an Android device model and relevant Android software version(s) that is supported by the App.

You may not distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not sell, resell, rent, lease, lend, redistribute, sublicense, or otherwise make the App available.

With respect to updates to the App that epic.blue may make available for download, these User Terms and Conditions allow you to download such App updates to update or restore the App on any Compatible Device.

You may not use the App to submit or link to any content that, in epic.blue's sole discretion:

- Infringes or violates the intellectual property or other rights of any person or entity;
- Violates anyone's privacy or publicity rights;
- Breaches any duty of confidentiality that you owe to any person or entity ;
- Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware;

II. Limited liability

Your use of the Application (incl. the App) and Website is entirely at your own risk. Under no circumstance will epic.blue, including the companies, officers and employees related to us be liable to you on account of your use or misuse of, or reliance on, the Application and Website to the extent permitted by law, in no event will epic.blue, including the companies, officers and employees related to us be liable to you for any actual, direct, indirect, incidental, special, consequential, or punitive damages, including any health impact, lost profits, lost savings, costs of procurement of substitute products or services or other damages arising out of the use or inability to use the Application and Website even if advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, or have legislation that restricts the limitation or exclusion of liability, so the above limitation may not apply to you.

III. Intellectual Property

All intellectual property rights, including copyright and trademark rights, on all texts, graphics, sounds, software and other materials, excluding Customer Data, on Website are property of epic.blue, its affiliated companies or have been included with the permission of the relevant owner.

Unauthorised use of texts, graphics, sounds, software and other materials on Website is strictly prohibited.

It is without our prior written permission, among others, prohibited to:

- to use (a copy of) (part of) Website and/or the included brands for commercial purposes; and
- to change (part of) Website or include it in any other work (such as a third party paper document, web log or website.)

IV. Privacy and Cookies

By using Website and Application, you agree to the Privacy and Cookies policies as laid out in the "Guardian COVID User Privacy and Cookie Policy"

V. Changes to conditions

epic.blue may change these conditions from time to time by posting the updated version of these conditions on the Application or epic.blue websites. We encourage you to regularly refer to these conditions.

VI. Applicable Laws and Court of jurisdiction

These conditions and their implementation shall be governed by and construed in accordance with Belgian law and the parties hereby submit to the exclusive jurisdiction of the courts of Leuven.