

EIT Health Terms of Use

EIT Health embodies the KIC (Knowledge and Innovation Community) established by the European Institute for Innovation and Technology in the field of health. EIT Health promotes healthy living, active aging and improvements in healthcare. EIT Health functions as a co-funder and sponsor of innovative and educational projects. One of the ways by which this is achieved, is the call for, acceptance and support of projects presented by designated third parties who may contribute to the fulfillment of the mission of EIT Health.

By visiting, viewing, accessing or otherwise using any of the online services or online platforms of EIT Health, the User agrees to all terms and conditions of these Terms of Use. EIT Health can change these terms and conditions at any time at its discretion.

1. Definitions.

- 1.1. "EIT Health": EIT Health e.V., with its registered offices at Mies-van-der-Rohe-Str. 1C, 80807 Munich, Germany, including all its CLC and KIC partners.
- 1.3. "User": any person or entity visiting, viewing, accessing or otherwise using any of the online services of the EIT Health.
- 1.4. "Confidential Information": any information and data disclosed by the User to EIT Health through the use of the online services or online platforms of EIT Health, including but not necessarily limited to any project proposals submitted to EIT Health, shall be deemed to be confidential information, unless falling within the exceptions provided in provision 2.
- 1.5. "Purpose": the evaluation of project proposals by EIT Health, with the aim of procuring sponsoring and support by EIT Health.

2. Confidentiality.

- 2.1. EIT Health hereby undertakes and accepts not to use Confidential Information disclosed by the User otherwise than for the Purpose.
- 2.2. Shall not be deemed Confidential Information:
 - Publicly available information;
 - Information already known to EIT Health prior to disclosure by the User;
 - Information which EIT Health is required to disclose in order to comply with applicable laws or regulations or with a court or administrative order. If the EIT Health becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, notify the User prior to any such disclosure;
Name of the User, name of any project proposal, country of the User and content of the elevator pitch submitted by the User as part of the Users project proposal;
 - Any section of the User's project proposal clearly labeled non-confidential.
- 2.3. The User accepts that EIT Health can internally distribute Confidential Information, including to its subsidiary CLC's and KIC's, on a strict need-to-know basis, when strictly necessary for the Purpose and without any prior written consent from the User.
- 2.4. The User accepts that name of any project proposal, country of the User and content of the elevator pitch submitted by the User as part of the User's project proposal, as well as any sections of said proposal labeled "non-confidential," can be disclosed by EIT Health to the public and/or selected stakeholders such as but not limited to potential investors. and can be published on EIT Health's website.
- 2.5. Notwithstanding the foregoing, The User accepts that EIT Health can use Confidential Information for the purposes of analyses, statistics and obtaining derivative information, meaning any general information or metadata derived from project proposals submitted to EIT Health. Such generalized information may be used by EIT Health to publish and communicate press releases, reports, statistics, evaluations, and any other informational or promotional publications.
- 2.6. The User acknowledges that EIT Health is supported by EIT, a body of the European Union and that EIT Health and EIT have a Framework Partnership Agreement. The User accepts that EIT Health has an obligation to respect certain auditing rights of the EIT, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF), and accepts that Confidential Information in the exercise of an audit can be disclosed to said auditing entities, insofar EIT Health is under a legal obligation to do so. If EIT Health becomes aware that it will be required, or is likely to be required, to disclose Confidential Information, EIT Health it shall, to the extent it is lawfully able to do so, prior to any such disclosure, notify the User and consult with the User in order to safeguard to the maximum extent possible the rights and the interests of the User and its partners with regard to the Confidential Information, without denying the auditing rights of said auditing entities.

3. Warranties and Liability.

- 3.1. The User acknowledges and accepts that EIT Health can avail itself of third parties, subcontractors and/or affiliated entities to provide the EIT Health Platform or any of its online services to the User.

- 3.2. EIT Health will try to minimize disruption caused by technical errors. However some data or information may have been created or structured in files or formats that are not error-free and EIT Health cannot guarantee that EIT Health's service will not be interrupted or otherwise affected by such problems. EIT Health accepts no responsibility with regard to such problems incurred as a result of using EIT Health's online services or online platforms, or any linked external sites.
- 3.3. Through the EIT Health online services or online platforms, the User might be able to link to other websites which are not under the control of EIT Health. EIT Health does not have any control on the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
- 3.4. The access and use by the User of the EIT Health online services or online platforms are at the User's own risk. EIT Health's online services and online platforms are provided "as-is" and to the maximum extent permitted by applicable law, EIT Health disclaims all other representations and warranties, express or implied, regarding EIT Health's online services and online platforms, including but not limited to the content, materials, information and software made available through it.
- 3.5. EIT Health will in no event be liable to the User for any third party claim or for any consequential, direct, incidental or special damages, including without limitation, any lost profits or lost savings, regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if it was foreseeable or the possibility of such damages was brought to EIT Health's attention.
- 3.6. The User is solely responsible and liable for the data, materials and information of any kind submitted or uploaded to any EIT Health online service or online platform and EIT Health shall not take any responsibility in this respect.
The User agrees to indemnify, defend and hold EIT Health, as well as its affiliates and employees, harmless from all third party claims, liability, damages and costs arising from the User's unauthorized or improper use of EIT Health's online services and online platforms or from the presence of the data, materials and information provided by User.
- 3.7. The User who submits a project proposal to EIT Health for the Purpose accepts as final any decision taken by EIT Health regarding said project proposal. For the avoidance of doubt, only project proposals that are submitted in accordance with the requirements formulated by EIT Health are eligible for acceptance. Any project proposals submitted to EIT Health after a communicated deadline shall be invalid.

4. Copyright.

The copyright of all material, provided on any of EIT Health's online services or online platforms, is held by EIT Health or by the original creator of the material. Prior permission must be obtained for the reproduction or use of textual and multimedia information (sound, images, software, etc.), such permission shall clearly indicate any restrictions on use. Provision 2.4. constitutes such a written permission from the User to EIT Health for the information and data it describes.

5. Miscellaneous.

- 5.1. These Terms of Use represent the entire understanding and agreement between EIT Health and the User and supersede all prior communications, agreements, and understandings relating to the subject matter hereof.
- 5.2. These Terms of Use shall be construed and governed by the laws of Belgium. The User agrees that any dispute which cannot be settled amicably, shall be submitted to the competent Court or Tribunal of Brussels, Belgium.
- 5.3. If any provision of these Terms of Use, or their application to any person, place, or circumstance, is held to be invalid, unenforceable or void, the remainder of these Terms of Use and such provisions shall remain in full force and effect. Neither EIT Health's failure nor our delay in exercising, enforcing or taking action against you with respect to any of our rights or powers shall operate as a waiver of such powers or rights. No single or partial exercise by us of any of our powers or rights will preclude us from exercising such powers and rights in the future or from exercising other powers and rights.