

Terms & Conditions

Last updated: January 2019

Welcome to myAlgos, a healthcare service, provided by Hermes Healthcare Limited

If you continue to browse and use our services, including our websites, Mobile Apps (as defined below), buttons, browser plugins and APIs (together the "Service"), you agree to comply with and be bound by the following Terms and Conditions of Use (the "Terms"), which together with our Privacy and Cookie Policy and Disclaimer govern by Hermes Healthcare (myAlgos app) relationship with you regarding to the Service. If you disagree with any part of these Terms, please do not use the Service.

Please note, we may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we have made, as they are binding on you.

1. INFORMATION ABOUT US

The Service is provided by Hermes Healthcare Limited ("Hermes Healthcare", "us" or "we"). We are registered in England and Wales under company number 10775217 and have our registered office at 71-75 Shelton Street Covent Garden London WC2H 9JQ. The term 'you' refers to the user or viewer of the Service. Hermes Healthcare is not a health care provider or health insurance carrier and does not practice medical or health-related advice.

2. INFORMATION ABOUT THE SERVICE

2.1 We design, develop, operate and maintain software (Web & Mobile) applications (the "Apps") to help chronic disease patients monitor their health, adhere with their treatment plan and remotely collaborate and communicate with their medical team and thus, achieving a better outcome. You may be accessing our Apps directly through one of our partners. Our partners may include, for example, health professionals, medical institutes, hospitals, pain and rehabilitation clinics and research institutions.

2.2 We license use of the Service to you on the basis of these Terms and subject to any rules or policies applied by any app store provider or operator from whose site you downloaded the App ("App store Rules"). We remain the owner of the Service at all times.

2.3 We may revise these Terms at any time by updating this posting. You should check the Service from time to time to review 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 Apps may be issued through your app store provider. Depending on the update, you may not be able to use the Apps until you have downloaded the latest version of the App and accepted any new terms.

2.5 You warrant that you are at least 18 years of age. You also warrant that you are the owner of the device to which you have downloaded the Apps, or that you have obtained permission from the owners of that device to download the Apps. You accept responsibility in accordance with these Terms for the use of the Service on any device, whether or not that device is owned by you.

2.6 You acknowledge and agree that internet transmissions are never completely private or secure. However, the entire data that are stored and transmitted through the Apps are encrypted. You understand that any message or information you send using the Service may be read or intercepted by others, even if it is encrypted.

2.7 By using the Service, you consent to us collecting and using technical information about the devices used to access the App and any related software, hardware and/or peripherals to improve our products and to provide any Services to you.

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

2.9 Hermes Healthcare cannot be and is not liable for any damages which result from your failure to continue your check-ups with your regular healthcare provider. You accept that the Service does not replace your regular healthcare provider. We are not doctors. We simply provide a technology to assist you.

2.10 We strongly recommend that you should seek appropriate advice before starting any health self-management, self-care, diet, weight loss, well-being or healthy eating programme. The information provided on the Service does not offer medical advice or act as a substitute for medical treatment. The Service provides a tool to track the user's data and transmit them to your medical provider. Additionally, medical providers are able to update your treatment plan in a dynamic way through the Apps.

2.11 Although we shall endeavour to use reasonable skill and care in providing the Service, we give no other warranties or guarantees in relation to the Service.

3. ACCESS TO OUR SERVICE

3.1 Subject to you complying with these Terms, we grant you a nontransferable, non-exclusive license to use the Service, for personal, non-commercial use only and subject to our privacy and cookie policy and the App store Rules, which are all incorporated into these Terms by reference.

3.2 As a Patient user of myAlgos Apps, you may allow one Caregiver that you validate and invite to use the App on your behalf via myAlgos Mobile App. You acknowledge that Hermes Healthcare is not responsible for any Caregiver that you allow to use and access myAlgos on your behalf.

3.3 All images, text, icons and other content on the Service (“Content”), as well as the arrangement of the Content on the Service, is protected by copyright and other intellectual property rights. Except as provided in these Terms, or otherwise in writing by us, you are not granted any license to use the Content. Nothing in these Terms grant you a license to use any of our trademarks or the trademarks of any of our partners or other third parties.

3.4 Unless you have entered into a separate written agreement with us, you shall not copy, republish, frame, link to, download, transmit, modify, adapt, rent, lease, loan, sell, assign, distribute, license or sublicense the App, the Service or any of the Content. No copyright and/or other intellectual property notices or watermarks on any Content shall be deleted or modified.

3.5 You shall not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Service except to the extent allowed by law. You may not access, monitor or copy any Content or information from the Service using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission.

3.6 If you breach any of the terms in these Terms, your permission to use the Service automatically terminates. In addition, we shall have the right to block, restrict, disable, suspend or terminate your access to all or any part of the App, the Service or its Content at any time in our discretion without liability to you.

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

3.8 While we endeavour to ensure that the App is normally available 24 hours a day, we shall not be liable if for any reason the App or the Service is unavailable at any time or for any period.

3.9 Access to the App or the Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control. We may suspend, withdraw, discontinue 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 unavailable at any time or for any period.

3.10 You are responsible for making all arrangements necessary for you to have access to our Service. You are also responsible for ensuring that all persons who access our Service through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

3.11 From time to time, the Service may also include links to other online properties. These links are provided for your convenience to provide further information. They do not signify that we endorse these online properties. We have no responsibility for the content of the linked online properties.

4. YOUR ACCOUNT AND PASSWORD

4.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

4.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

4.3 If you know or suspect that anyone other than you, knows your user identification code or password, you must immediately notify us at hermes@hermes.health

5. HOW YOUR ACCOUNT IS USED BY PROFESSIONALS WHO LINK TO IT

5.1 The Service is designed to help you improve your chronic disease condition. Alleviating your condition and following a specific treatment plan can be achieved with the guidance of medical, health or other professionals, who may be our partners. Access to the Service may therefore be made available to you via one of our partners.

5.2 In registering to use the Service, you will have used a unique registration code. This unique registration code links your myAlgos account to one or more of our online properties or to online properties of our partners. For example your myAlgos mobile account may be linked to the corresponding myAlgos web app of one of our healthcare providers that enrolled you

in the Service. Your data will be viewable by all professional authorised users of the online properties your account is linked to (doctors, nurses, psychologists, practice managers, dieticians etc.). Your data will not be viewable by other patient users unless you elect otherwise. Your data will also be viewable by the caregiver that you have invited in the service. It will also be possible for your clinicians or health professionals to add data to your account (for example, a diary note, or a new task) as well as view any data you have entered.

5.3 If you have access to the Service via a Hermes Healthcare partner and that partner terminates its contractual relationship with Hermes Healthcare, you may no longer have access to the Service via that partner. Data uploaded whilst using the Service via the Partner may also no longer be accessible.

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

6.1 You are prohibited from posting or transmitting to or from the Service any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- (b) for which you have not obtained all necessary licenses and/or approvals; or
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

6.2 You shall not:

- (a) use the Service, the App or its Content in any unlawful manner; (b) misuse the Service, the App (including, without limitation, by hacking or inserting malicious code);
- (c) resell or make commercial use of the Service, the App or its Content; (d) infringe our or any third party's intellectual property rights in your use of the Service, the App or its Content;
- (e) frame or use any framing techniques to enclose the Service, the App or any part of it;
- (f) take any action that in our sole discretion places an unreasonable or disproportionately large load on our servers or other infrastructure; or (g) use the Service, the App in any way which may cause, or be likely to cause, access to or use of the Service App to be interrupted, damaged or impaired in any way.

7. VIRUSES

7.1 We do not guarantee that our Service will be secure or free from bugs or viruses.

7.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our Service. You should use your own virus protection software.

8. Privacy Policy

You acknowledge and agree that Hermes Healthcare Limited is not a “Covered Entity” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and additionally General Data Protection Regulation (GDPR) as such term is defined by HIPAA and GDPR. HIPAA and GDPR address the manner in which a Patient’s individually identifiable health information may be used or disclosed by Covered Entities and other companies, such as Hermes Healthcare. For more information regarding your rights under HIPAA or GDPR, see <http://www.hhs.gov/ocr/privacy/> and <https://www.eugdpr.org/> You specifically acknowledge and consent to the uses and disclosures of your Patient Content and other information (which may include individually identifiable health information) as described in our Privacy Policy, available [here], which is hereby incorporated by reference. Except as provided by our Privacy Policy or as required by law, as between you and Hermes Healthcare limited, any Sponsor Content, Patient Content and other information and data collected via myAlgos Service will be non-confidential and non-proprietary and Hermes Healthcare Limited will not be liable for any use or disclosure of Content, including to any of our partners and medical providers.

9. THIRD PARTY LINKS AND RESOURCES IN THE SERVICE

Through the Service you may be able to link to other websites which are not under the control of Hermes Healthcare. We have no control over 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. If you decide to access any of the third party online properties linked to the Service, you do so entirely 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 personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

10.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Service, the App and any Content on it, whether express or implied.

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

10.4 Your use of any information or materials provided by the Service is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through our Service including App websites and/or mobile apps meet your specific requirements.

10.5 In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the Service.

11. OTHER IMPORTANT TERMS

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

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

- (a) our obligations under these Terms shall be suspended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under these Terms may be performed despite the Event Outside Our Control.

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

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

11.5 A person who is not a party to these Terms has no right to enforce any term of these Terms.

11.6 If we fail to insist that you perform any of your obligations under these Terms or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

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

11.8 These Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the English courts.

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