

Terms of use Helena Pro

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1 Application of the terms of use

1.1. These terms of use shall apply to any use of the online Platform, including updates, which HealthConnect NV, having its registered office at 25A Luchthavenlaan, Vilvoorde, company number 0824.627.583 (hereinafter referred to as "HealthConnect") allows the User. HealthConnect and the User are hereinafter jointly referred to as "Parties" or each separately as "Party."

1.2. The User shall agree explicitly and unreservedly to the entirety of these terms of use, as well as to any changes made to them by clicking on an acceptance button in the Platform or by the mere use of the Platform or a part or update thereof (hereinafter referred to as "Acceptance").

2 Definitions

User

A registered user of the Platform such as a Patient and/or his or her Mandatary.

PIN code

The personal PIN code that a User can set (optionally) in order to access his user or her account.

Patient

The person in need of care (including his or her legal representative) who enjoys the care and/or supervision of the Healthcare Provider.

Platform

The online Helena Pro platform used by the User.

Healthcare Provider

The person who provides a medical care of service to the patient.

3 Object of the agreement

Description of the Helena Pro services

3.1. The Platform is a secure online platform on which recognized Healthcare Providers from various disciplines can cooperate on the care of a patient. This cooperation takes place on the basis of predefined cooperation protocol specific to the specific problems of the patient.

3.2. The following cooperation protocols are available on the Platform:

- the collaboration between the insurer and the medical examiner for the follow-up of claims involving physical injuries;

This service may evolve. If a new service of function is available, the Care Provider can be informed.

3.3. Communication and sharing of documents with other Healthcare Providers via Helena Pro is only possible insofar as the HealthCare Provider has a personal account withing Helena Pro and insofar as the other Healthcare Providers also have a valid account within Helena Pro.

3.4. The Helena Pro-account is personal to the person under whose name it was created and may not be used by any other person, even with the consent of the owner of the Helena Pro-account

3.5. The User may only create an account in his own name and may only us it to access the services offered on the Platform. The User may not allow other persons to use his Helena Pro-account

3.6. The User only has access to the content that he himself has added to Helena Pro and to the content that is added in Helena Pro within a specific collaboration protocol.

General

3.7. The user interface of the Platform is available in Dutch and French only.

3.8. HealthConnect provides central hosting for the Platform and calls on the services of a hosting provider for that purpose.

3.9. Unless otherwise stipulated in the update documentation, all previous updates of the Platform must also be installed for the Platform to function properly after the latest update is installed. The User therefore agrees to accept each update without delay.

3.10. In case of questions or problems with the installation or use of the Platform, the User shall first check the website of HealthConnect or the user information or manual of the Platform to see whether it already contains an answer or solution. If it does not, the User may contact info@Healthconnect.be.

3.11. HealthConnect grants to the User a non-exclusive, personal, non-transferable and non-sublicensable right to internal use of the Platform, under the conditions set forth in these Terms of Use, provided that the User has created an account according to the instructions of HealthConnect.

3.12. HealthConnect shall remain administrator of the Platform at all times.

3.13. Apart from the software and software services provided in these terms of use, HealthConnect does not make any hardware (for example: PC, mobile telephone) or other software (of third parties or itself) available to the User (for example: MS Windows, MS Office, TeamViewer, Medserve/Mediring or other mail services). HealthConnect shall not be responsible either for the installation of hardware or other software, the maintenance of hardware or other software or the solving of problems with cabling or hardware (such as for example PC, mobile telephone, backup systems or Internet access), of problems related to hardware or other software or of problems with software that interferes with the Platform (such as antivirus applications, for example).

Mere Tool

3.14. The Platform and its components are provided by HealthConnect only as an aid to the proper and efficient exercise of the profession by the User. The User acknowledges and accepts that he shall remain responsible at all times for the medical treatment of the Patient according to the rules of the art, including the timely and correct establishment of diagnoses, the correct and responsible prescription of medicines, medical devices or other products, the monitoring of interactions and associated interpretations, the medical follow-up of the Patient, the continuity of his or her treatment, etc. The User also acknowledges and accepts that this tool cannot in any way replace the professional knowledge, the need for further training and professional vigilance of the User.

Fee

3.15. From the commissioning of the Platform, the User owes HealthConnect a fee for the paid services of the Platform.

3.16. All prices charged by HealthConnect are exclusive of VAT and exclusive of any other taxes, levies, import levies, surcharges, fees and levies of any kind that may be imposed now or in the future by a government agency, tax authority or other authority, and which may be adjusted in the meantime in accordance with applicable changes to these levies from the government, the tax authorities or otherwise.

3.17. The User will provide HealthConnect with all relevant and correct data, including, but not limited to, his full name, address and payment details, as well as – where applicable – VAT-relevant information, and will immediately notify HealthConnect of any change in this data. If the User fails to do so and does not cooperate or provides unclear information, the resulting consequences will be for the account and risk of the User.

4 Your obligations as a User

General

4.1. The User must use the services of the Platform in accordance with these User Terms and Conditions and his legal or deontological duties.

4.2. As regards the eID card in particular, the User hereby confirms that he or she is the rightful holder and that he or she alone has access to this login option. The User acknowledges that he or she shall be solely responsible for access to his or her eID card and agrees that neither HealthConnect nor its subcontractors are responsible for verifying the connection between the User and his or her eID card.

4.3. If the User cannot log in to the Platform anymore or if he or she suspects unauthorized use of his account (e.g. someone knows the User's PIN code), the User should fill in the contact form which can be found on [Helena, veel gestelde vragen](#).

4.4. The User shall be required to check the identification details and documents displayed on the Platform carefully on a regular basis.

Safety measures

4.5. The User shall be responsible for the appropriate security of his or her user account and the associated login options.

4.6. The User shall be responsible for all activities performed with his or her user account.

General safety measures (non-exhaustive list)

4.7. The following non-exhaustive list of measures must be observed by the User as a minimum:

- Secure access to your mobile device used for two-step verification by securing it (e.g. with a security code, touch ID or pattern), and never share the device or security method with others,
- Use antivirus, anti-malware and firewall software,
- Keep your operating systems and software up to date and authentic,
- Use secure (WiFi or mobile data) internet connections,
- Be careful with attachments to incoming e-mails and guard against phishing. HealthConnect NV or its subcontractors will never ask you for your PIN code.

5 Intellectual property rights and confidentiality

Intellectual property rights

5.1. All intellectual property rights to the Platform or any of its components (including the user manuals and other accompanying documents), including patents, copyrights, trademarks and

design rights, as well as all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to these rights, shall belong exclusively to HealthConnect or its licensors. Nothing in these terms of use shall result in a transfer of the intellectual property rights of HealthConnect or its licensors to the User.

5.2. The User shall use the Platform (including the user manuals and other accompanying documents) only for the purposes of these terms of use and shall not make the Platform available to other (third) parties in any way whatsoever, directly or indirectly, free of charge or for a fee.

5.3. The User may copy the Platform (including the user manuals and other accompanying documents) only if necessary for the proper use by the User or for back-up purposes and to the extent that the copyright and ownership notices stated on the copies provided by HealthConnect or its licensors are reproduced in full in the same place and form on the copies. The User shall not remove, alter or conceal the copyright and proprietary notices present.

5.4. The User shall not re-engineer, reverse engineer, decompile or in any way attempt to derive the source code of the Platform. The User shall not modify or adapt the Platform or base any derivative works on the Platform.

5.5. The User will not develop a computer programme which violates the intellectual property rights of HealthConnect (or of HealthConnect's licensors) in any way.

5.6. Without prejudice to HealthConnect's right to prove higher damages and to claim cessation of violations of these terms of use, the User who makes the Platform available to others shall pay damages equal to € 10,000 per illegal copy and per violation, multiplied by the number of years that the violation lasted.

Confidentiality

5.7. In these terms of use, "Confidential Information" shall refer to all proprietary or confidential knowledge and information which the User obtains, has obtained or may obtain as a result of or in the context of his or her relationship with HealthConnect and the use of the Platform, about HealthConnect and/or its sister companies, parent companies and/or subsidiaries, if any, such as information regarding activities, strategic planning, research and development activities, current or planned projects, product designs, trade secrets, patents, patent rights, inventions, technology, copyrights, software, improvements, applications, processes, services, cost and pricing policies, contact lists of such other party and including (i) information in the form of diagrams, plans, notes, scientific data and memoranda, and (ii) information regarding methods, know-how and techniques. Information relating to competing undertakings shall also be covered by Confidential Information.

5.8. The User acknowledges that the Confidential Information is strictly confidential and secret in nature. Without prejudice to Article 6 of these terms of use or any legal obligation, the User

shall undertake not to use or allow any Confidential Information to be used, further processed, disclosed, transferred or disclosed, in any way whatsoever, regardless of the importance thereof, neither directly nor indirectly, in whole or in part, irrespective of the circumstance and for any purpose or reason whatsoever, unless this should be necessary for the use of the Platform in accordance with these terms of use. The User also shall undertake not to allow any third party to use Confidential Information in contravention of the provisions of the previous sentence. The User shall undertake to take all possible steps to ensure that any agents, auxiliaries or appointees are bound by the same obligation of confidentiality.

5.9. Confidential Information does not include information which:

- has been expressly designated as non-confidential by the party to whom it pertains -- either HealthConnect or any of its sister companies, parent companies and/or subsidiaries;
- is or becomes generally known without the involvement of the User or of persons acting on the instructions of the User;
- the User, as evidenced by a written document, has legally obtained from another source, without any breach of the obligation of confidentiality by and between the source and the party to whom the information pertains -- either HealthConnect or its sister companies, parent companies and/or subsidiaries, if any;
- as evidenced by a written document, was known to the User before the date on which he received it from or through the party to whom it pertains -- either HealthConnect, or its sister, parent and/or subsidiary companies, if any - and which is not subject to any other disclosure or use restrictions;
- concerns personal data whose processing is already regulated under the scope of the General Data Protection Regulation.

6 Processing of personal data

Processing responsibility of the Healthcare Provider

6.1. For the processing of communications between the Users of medical data of the Patient and of any other data which the User sends at his or her initiative via the Platform, the User shall act Controller within the meaning of Article 4(7) of the General Data Protection Regulation (hereinafter referred to as the "GDPR"). The User accepts that he or she will process such data in accordance with the provisions of Article 6 of these terms of use and with all applicable Belgian laws and regulations, and shall comply with his or her legal obligations as controller of such data, including, but not limited to, guaranteeing the lawfulness (including obtaining the consent of the data subjects, if necessary) and proportionality of the data processing, informing the Patient about such data processing, and dealing with all requests from data subjects and/or other regulatory bodies regarding the data processing.

Article 6 of these terms of use takes precedence over any other processing agreement and/or DPA provisions that have been agreed between HealthConnect and the User in relation to the use of the Platform.

6.2. For the processing of personal data referred to in Article 4(1) GDPR, HealthConnect acts as a processor within the meaning of Article 4(8) GDPR. HealthConnect undertakes to process this personal data on behalf of the User and to comply with all its legal obligations as a processor of that data. HealthConnect shall inform the Controller immediately if, in its opinion, an instruction under constitutes an infringement of the Data Protection Legislation.

- except after anonymization or unless expressly provided otherwise in these terms of use or otherwise agreed in writing between the Parties and/or except as may be reasonably necessary to enable HealthConnect to fulfil its obligations under these terms of use, HealthConnect will not provide any personal data that the User has placed with HealthConnect via the Platform, and HealthConnect does not make personal data available to third parties (with the exception of subsidiaries and/or affiliates of HealthConnect that also participate in the development or support of the Platform), unless HealthConnect is required by law. In the latter case, HealthConnect will notify the User of such legal requirement prior to the transfer, unless such legislation prohibits such notification for important reasons of public interest;

- HealthConnect guarantees that the persons authorized to process personal data have undertaken to observe confidentiality or are bound by an adequate legal obligation of confidentiality. Measures have been taken to ensure that any natural person acting under his authority who has access to personal data only processes them on the instructions of the controller, unless he is required to process them by European or national regulation.

- The User gives HealthConnect the general written authorisation to appoint other sub-processors or to replace existing sub-processors and/or to change their tasks. HealthConnect publishes the list of sub-processors it appoints in its capacity as processor on the website [Home \(corilusgdpr.com\)](http://Home.corilusgdpr.com). The User must indicate on this web page that he wishes to receive an e-mail notification if the list of these sub-processors changes. The User has the possibility to object to this/these change(s). The User can only refuse a sub-processor on motivated and documented reasons. If the User does not object within a period of 14 calendar days after receiving the e-mail notification, or if the User has not indicated that he wished to receive an e-mail notification, the User is presumed to agree with the replacement of change. HealthConnect shall provide at the request of the User the relevant provisions of the processing agreement agreed with the sub-processor. This request should be addressed to the DPO. When the sub-processor fails to comply with its data protection obligations, HealthConnect remains fully liable to the User for compliance on the part of the sub-processor with its obligations;

- HealthConnect may process or have the personal data processed in a country outside the European Economic Area if this country offers an appropriate level of security or with the implementation of measures to guarantee an appropriate level of security or in specific situations in accordance with Articles 45-49 of the General Data Protection Regulation;

- HealthConnect implements appropriate technical and organizational measures to guarantee a level of security appropriate to the risk. When determining such measures, due account shall be taken of the state of the technical knowledge, implementing costs and the nature, scope, context, and purpose of the processing as well as of the risks, the degree of probability and varied severity that the processing presents for the rights and freedoms of individuals. The measures shall, where appropriate, include in particular a) the pseudonymization and encryption of the personal data, b) means and resources that can guarantee permanently the constant confidentiality, integrity, availability and resilience of the processing systems and services, c) the ability to restore the availability of and access to the personal data in a timely manner in the event of a physical or technical incident and d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. During the assessment of the appropriate level of security, account is taken of processing risks, especially as a result of the destruction, loss, alteration and unauthorized disclosure of or unauthorized access to personal data transmitted, stored or otherwise processed, whether accidentally or unlawfully. However, the User, as controller, remains responsible for taking appropriate technical and organizational measures with regard to the Platform components controlled by the User and with regard to processing methods or systems that do not belong to the Platform. In view of the nature of the processing and the information placed at its disposal, HealthConnect undertakes to lend assistance to the User to enable the latter to fulfil its obligation to implement appropriate technical and organizational measures regarding parts of the Platform, as well as its obligation to conduct a data protection impact assessment when legally required. HealthConnect can charge the User a reasonable fee for its assistance;

- HealthConnect will immediately notify the User of every (probable) personal data breach for which the User is the controller and will provide assistance in reporting this infringement to the Data Protection Authority or to the data subject(s) to the extent required by law, taking into account the nature of the processing and information available to him;

- HealthConnect will, upon request and to the extent possible taking into account the nature of the processing, provide the User with all reasonable assistance in fulfilling its obligations to answer requests from the data subject. HealthConnect may, where appropriate, charge the User for a reasonable fee for its assistance. If HealthConnect receives a request from a data subject with regard to a processing for which HealthConnect acts as the processor of the User, HealthConnect will transfer this request to the User as soon as possible. HealthConnect does not answer the requests and requests of the data subjects itself, unless otherwise agreed in writing between the controller and HealthConnect;

- At the motivated request of the User HealthConnect shall place at the User's disposal all information necessary to show compliance with obligations pursuant to this article. HealthConnect will provide all reasonable cooperation to audits and controls by the User and/or the supervisory authority. The User shall have the option to appoint a third party to conduct an audit or control. HealthConnect may raise reasonable objections with regard to the

choice of this auditor, except if it would be the audit department of KPMG, PWC, DELOITTE or ACCENTURE. The audit shall be carried out at the User's expense and shall not disturb the normal operation of HealthConnect (and its appointed third parties) and is limited to one audit per calendar year. The audit and the report that the auditor shall draw up, shall pertain solely to compliance with appropriate technical and organizational measures necessary to ensure compliance with obligations pursuant to the data protection legislation and Article 6 of these terms of use. The auditor appointed by the User shall sign a confidentiality agreement with HealthConnect. HealthConnect may raise reasonable objections with regard to the audit if the User does not substantiate his request for audit or if HealthConnect itself can demonstrate that the alleged incidents have no basis (e.g.) because the necessary measures have already been taken, or if these incidents gave rise to an audit in which there was no violation of security measures have been established. The Parties shall always treat the audit as confidential and shall not disclose its existence or report to third parties;

- Without prejudice to any clause of the terms of use, HealthConnect shall at the termination of the right of use of the User, according to the User's choice – return the personal data to the User and/or delete the personal data completely and irrevocably and shall destroy existing copies. If the User chooses to delete the personal data, HealthConnect shall demonstrate at the written request of the User the removal happened. In the case of the User's silence on the fate of the personal data after the termination of the right of use, HealthConnect shall delete the personal data no later than three (3) months after the termination of the right of use. The User undertakes – where appropriate – to have an adequate backup of the personal data during the entire duration of the right of use.

The provisions of this Article 6.2 are not intended to limit or exclude the possible liability of HealthConnect: (i) as a result of death or personal injury as a result of an error by HealthConnect; (ii) as a result of an intentional error or fraud; (iii) in any other way where it cannot be excluded and/or restricted following a legal provision. If the User claims damages from HealthConnect as a result of non-compliance with this Agreement or the Data Protection Legislation, HealthConnect's total liability will be limited – notwithstanding Article 7 – to the compensation of the material damage suffered by the User with the highest amount of the two following possibilities, being either 10,000 euros per event and per calendar year or the total of the invoiced software and services in the previous calendar year (the value of the purchase of hardware is excluded from this calculation). A set of related facts shall be considered as a single event for the purpose of this article. HealthConnect is not liable for any form of indirect damage such as, but not limited to, business stagnation, reduced goodwill, missed savings, lost profit, reputational damage or any other form of indirect incidental or consequential damage, regardless of the nature of the action. The User and HealthConnect ensure adequate coverage of their liability;

Processing responsibility of HealthConnect

6.3. For the processing of personal data of the User, of the Patient by HealthConnect that differs from the processing referred to in Article 6.1., including the management of user accounts and

the platform for data sharing within and outside the context of patient records, HealthConnect acts as controller in the meaning of Article 4(7) of the General Data Protection Regulation. HealthConnect acknowledges and agrees that it will process this data in accordance with all applicable laws and regulations and that it will comply with all of its legal obligations as data controller, including but not limited to guaranteeing legality (including so obtaining consent from the data subjects) and proportionality of the data processing, informing the data subjects on this processing through its Privacy Statement and handling all request from data subjects and/or other regulatory authorities with regard to the processing.

6.4. For more information on which data HealthConnect processes, why HealthConnect does so, to which third parties HealthConnect can transfer these data and which rights HealthConnect has regarding your personal data, HealthConnect refers you to its Privacy Statement, which can also be found on [HealthLink.be](https://www.healthlink.be).

Use of anonymous or non-personally identifiable data

6.5. HealthConnect shall have the right to access and use anonymous or non-personally identifiable data which it possesses about the User. These data will not identify or be able to identify the Patient or any other person in any way.

6.6. HealthConnect may use such aggregated, non-personally identifiable data to:

- help it gain a better understanding of how Users use the Platform;
- improve HealthConnect's business productivity;
- improve the software;
- offer or develop additional services.

7 Liability

Unlawful limitations or exclusions

7.1. These terms of use are not intended to limit or exclude the possible liability of HealthConnect for death or personal injury caused by its negligence or in case of intentional acts, nor to limit its liability in any other way, if it cannot be limited or excluded under a statutory provision.

Commitment of resources

7.2. The commitments of HealthConnect are obligations of means. This means that HealthConnect will always endeavour to fulfil commitments to the best of its ability and in accordance with the rules of the art in information technology, but cannot guarantee the result. HealthConnect thus guarantees that the Platform will function substantially, without, however, guaranteeing the error-free operation of the computer programme or the user manual. The

User thus acknowledges and accepts that the Platform can never be completely perfect or free of imperfections, and that not all imperfections can or will be corrected.

Own liability

7.3. Each Party can be held liable only for the damages that it has itself caused. Any "joint and several" liability shall be excluded.

7.4. The User shall indemnify HealthConnect for all damages - including damages to HealthConnect, due to the use of the Platform in breach of these terms of use - which result from the User's liability.

Total liability

7.5. The total liability of HealthConnect due to an attributable shortcoming in the compliance with the terms of use, or on any other legal basis whatsoever, shall be limited to compensation for the direct damage suffered by the User to the amount of €10,000.00 per event and per calendar year or the total of the invoiced software and services in the previous calendar year (the value of the purchase of hardware shall be excluded from this calculation). A series of related events shall be considered a single event for the purposes of this article. The provisions of this article are without prejudice to any other limitation or exclusion of liability provided for elsewhere in these terms of use.

7.6. HealthConnect shall at no time be held be liable for: damages in connection with the use of items, materials or software of third parties prescribed by HealthConnect to the User, damages in connection with the use of suppliers prescribed by HealthConnect to the User, damages due to missed savings, lost profits, or any other form of indirect, incidental or consequential damages, irrespective of the nature of the act. The provisions of this article shall apply even in the event that HealthConnect has been informed of the possibility of the occurrence of such damage.

7.7. HealthConnect shall at no time be held liable for any damage of any kind suffered by the User which relates to: a) the functioning or non-functioning of software, hardware or Internet connection of the User and b) the use of the Platform in any way which is not in conformity with the terms of use or guidelines of HealthConnect.

Damage limitation requirement

7.8. The user shall undertake to take immediately such measures as necessary to limit the damage as much as possible and to inform HealthConnect accordingly.

Third party claim

7.9. HealthConnect shall not be required to compensate damage if the user has a right of claim against third parties (either legally or on the basis of an insurance policy or other agreement) with regard to the damage event or the compensation due and there has also been an effective compensation by this third party, or if the user would have had this right of claim but did not exercise it.

7.10. The amount of the compensation that HealthConnect is required to pay to the User shall in any event be reduced by the net amount of the compensation that the User receives from any third party (including an insurer) for the damage.

Limitation of action for damages

7.11. All claims for damages shall become time-barred by the mere expiry of a period of two years as of a) the date of termination of the User's right of use (irrespective of the method of termination) or b) the moment the event causing the loss, expense or damage occurs for the first time, whichever occurs first. This article shall not apply to claims for damages for an alleged infringement of intellectual property rights.

Notice of default

7.12. Any notice of default must contain as complete and detailed a description as possible of the possible shortcoming, so that the Party in default has the opportunity to take adequate action.

8 Term and termination

Entry into force and initial term

8.1. These terms of use shall enter into force on the date of Acceptance and shall be valid for an unspecified period, unless agreed otherwise at the time of Acceptance.

Termination or suspension by HealthConnect

8.2. HealthConnect may terminate the User's right of use at any time without any compensation, provided that it complies with a period of notice of one month as of the written notification of termination. If the User has opted for an annual subscription against payment, however, the period of notice shall be equal to the remaining period of the current annual subscription, but not less than one month from the written notification of termination. HealthConnect may also terminate or suspend the User's right of use at any time without any compensation and without any period of notice if the user does not comply with the terms of use or does not observe them for any reason whatsoever.

8.3. If HealthConnect is unable to provide the services of the Platform or these terms of use due to force majeure, such as, but not limited to, strike, lockout, riot, mobilization, fire, epidemic, flood, natural disasters, government measures, armed robbery, terrorism (the list is non-exhaustive), HealthConnect shall have the right to suspend the provision of the services of the Platform or these terms of use temporarily, without incurring any liability and without any entitlement to compensation. HealthConnect shall undertake to take such measures as necessary to keep this suspension as limited as possible. If it turns out that the cause of the suspension is final without HealthConnect being able to remedy this in a financially feasible manner, HealthConnect shall have the right to terminate the agreement unilaterally without judicial intervention and without any entitlement to compensation on the part of the User.

Termination by the User

Termination by the User

8.4. The User shall be entitled to terminate his or her right of use at any time and at his or her own risk and responsibility by deleting his or her account or by having it deleted by HealthConnect upon written request on his or her part.

If the User has opted for an annual subscription against payment, however, the right of use can be terminated only by the User by service of written notice and by observing a period of notice equal to the remaining period of the current annual subscription, without this period being less than one month as of the written notification of termination.

Dissolution

8.5. The Parties shall be entitled to terminate the agreement without prior notice, merely by sending a written notice of termination:

- on the death of the natural person-User
- in the event of bankruptcy of HealthConnect of the User

Obligations after termination

8.6. After the termination of the User's right of use, the rights and obligations which by their nature survive these terms of use, such as the provisions on intellectual property rights, confidentiality, liability and processing of personal data, or which arose before the termination, shall remain in full force and effect.

9 Other provisions

Correspondence

9.1. Unless stipulated otherwise in these terms of use, any notification by a Party may be served validly by email to an email address used by the User or HealthConnect or via the Platform. The User and HealthConnect shall undertake to maintain a working email address and to inform each other of any changes thereto at all times.

Consultation

9.2. In the event of a dispute about the implementation of these terms of use, the Parties shall undertake to make a serious attempt first to resolve the conflict amicably through direct consultation.

Sole terms of use

9.3. These terms of use shall constitute the only valid terms of use by and between the Parties and shall supersede any prior agreement or understanding between them relating to the same subject matter.

Nullity

9.4. The nullity or unenforceability of any provision of these terms of use shall in no way affect the validity or enforceability of the remaining provisions thereof.

Amendments

9.5. HealthConnect shall have the right to make unilateral changes to the services of the Platform - including software changes - and to these terms of use in a reasoned way subject to prior notification to the User. Such an amendment shall be deemed to have been accepted unless the User objects to its coming into effect within 15 days of this notification. If the User opposes the entry into force in this way, HealthConnect shall have the right to terminate the agreement with a shortened period of notice of 15 days as of the notification of the opposition.

10 Applicable law and territorially competent court

10.1. The contractual relationship between the Parties is governed by Belgian law, with the exception of its provisions of international private law.

10.2. In case of a dispute, the courts of Ghent, Ghent division, shall have exclusive territorial jurisdiction.