

# Terms of Use of the Software Product (Application)

(hereinafter referred to as "terms")

between:

MEDKONSULT medical technology s.r.o., Company ID: 04331117, with registered office at Pasteurova 67/15, Klášterní Hradisko, 779 00 Olomouc, company registered in the Commercial Register maintained by the Regional Court in Ostrava, section and file C 63239 (hereinafter referred to as "provider")

and

the user (hereinafter referred to as "user") of the software product/application: "Urination Diary"

Dear user, please read these terms carefully. By confirming their wording, you expressly agree to all the provisions contained in this document and confirm that you have read them and are bound by them.

## 1. Introduction

1.1 The Urination Diary application is a mobile application designed primarily as an aid/facilitation for monitoring and recording urinations. It is thus intended, for example, for patients with urological problems. The application allows for clear storage and display of user-entered data - records of urination.

1.2 The application does not provide any advice, recommendations, or diagnoses regarding health status; it is only a tool for record-keeping. The application definitely does not in any way replace medical care, nor does it provide recommendations on whether or not medical care should be sought.

## 2. Specification of the Work, Provider's Declaration

2.1 The provider expressly declares that within the meaning of Act No. 121/2000 Coll., on copyright, on rights related to copyright and on amendments to certain laws (Copyright Act), as amended (hereinafter referred to as "CA"), it is authorized to exercise property rights to the copyrighted work - computer program/application (as described in these terms).

2.2 Specification of the work - application: Name: Urination Diary. Purpose of the program: recording and clear storage of relevant data, especially about urination (micturition) especially for patients with urological problems. For devices: Especially mobile and similar devices (phones, tablets, etc.). (Hereinafter referred to as "application")

## 3. Granting of Authorization (License)

3.1 The provider grants the user, under the terms agreed below and to the agreed extent, the authorization to exercise the right to use the application, in the manner agreed below and to the agreed extent, thus granting the user a limited, non-exclusive, non-exclusive license to use the application (hereinafter referred to as "license").

3.2 The user is authorized to use the application in the following ways:

- launching and using it on a mobile phone or other similar suitable computing device;
- using the functions that the application enables, especially entering data and editing them, keeping records, creating outputs/overviews of recorded data.

3.3 On the contrary, the user is not authorized to, in particular:

- modify the application,
- use the application in violation of these terms or legal regulations,
- reproduce the application/copy or distribute the application,
- use the application (mining its data) to create a similar product,
- use the application for market analysis, explore the provider's know-how (especially algorithms and other developed elements),
- carry out rental, leasing, sublicense, involvement or transfer of the application, related materials or rights,
- conduct any attempts to process, translate, change, decompile or disassemble the application,
- perform any activities aimed at disrupting the operation of the application (hacking),
- or use the application in any other way that would be contrary to the legitimate interests of third parties, other users, the provider, etc.

3.4 Non-exclusivity of the license: the provider provides this license as non-exclusive, i.e., the provider is entitled during its validity and effectiveness to grant the same license to other (third) third parties without limitation and is also itself entitled to use the application.

3.5 Material medium: the provider does not hand over to the user the material medium on which the application is recorded; the user is authorized to download and install the application to their device from the Google Play or App Store platforms. The user is also obliged to comply with the rules of the Google Play or App Store service through which they downloaded the application.

3.6 Provision of source code: this license does not give the user the right to access the source code of the application, and the user is not authorized to change and modify the source code or interfere with it.

3.7 Sublicense: the user is not authorized without the prior written consent of the provider to grant the authorization constituting the license in whole or in part to a third party (in the form of a sublicense).

3.8 Right of modification: it is agreed that the user does not have the right to change, adjust, modify, modernize, supplement, and otherwise alter the application at their discretion.

3.9 Utilization of the license: the user is not obliged to utilize the license.

3.10 The user acknowledges and agrees that the application may be developed, adjusted, modernized, etc. by the provider, and that updates and associated modifications to the application may occur.

#### **4. Remuneration for Using the Application**

4.1 The contracting parties agree that the provider is not entitled to remuneration for the user's use of the application within the use of the license, but the provider is, at its discretion, possibly entitled to leave a defined space in the application for advertising/promotion for its own purposes or for third parties.

#### **5. Some Other Rights and Obligations**

5.1 The user is unconditionally responsible for the content inserted into the application and its protection, regardless of whoever has the application at their disposal - therefore, it is strongly recommended to protect access to the application (or to their device) and the entered data against misuse.

5.2 When providing or using the application, the user's personal data are not stored, collected, or otherwise processed. All data entered by the user into the application remain only in the user's mobile device and are not sent to a server/cloud and do not come into the possession of the provider or third parties; the application works "offline" - the provider thus does not have access to the user's entered data. Only the user and persons whom the user allows to use the application on their device or to whom they themselves provide this data have access to the entered data.

5.3 Limitation of liability: the provider is not responsible for defects or damages caused by malfunctions, outages, failures, or other deficiencies of the application. The provider is also not responsible for defects or damage caused by, for example:

- insertion of incorrect data by the user, erroneous procedure of the user when entering data, or incorrect interpretation of data presented by the application,
- outages or limited functionality or temporary malfunction of the application,
- other unprofessional intervention into the application, into the system software equipment and environment,
- damage to the application caused by programs of other manufacturers that run or have influence on the user's device.

5.4 The provider is not responsible for damages or lost profits that occurred due to the impossibility of using the application to the agreed extent.

#### **6. Termination of the Contractual Relationship**

6.1 It is agreed that the provider is entitled to terminate the license at any time with a notice period of 1 month from the delivery of the notice to the user.

6.2 The provider is also entitled at any time and without any claim by the user to terminate the operation of the Application.

#### **7. Other and Final Provisions**

7.1 The provider is entitled to change these license terms. The provider is obliged to publish a new version of the license terms (or their change) in the application without undue delay. The user has the option to reject changes to the license terms within 30 days from the date of this publication, unless otherwise specified by the Provider.

7.2 The relevant provisions of the Copyright Act and other legal regulations governing the use of computer programs and databases and sanctions for their illegal use are not affected by these license terms.

7.3 The contractual relationship of the participants is governed in particular by Act No. 89/2012 Coll., Civil Code, as amended (Civil Code) and Act No. 121/2000 Coll. on copyright, on rights related to copyright and on amendments to certain laws (Copyright Act), as amended (CA).

7.4 The user declares and confirms that they are not aware of any facts that could invalidate or render ineffective the obligations and duties they assume under this document.

7.5 The provisions of the license terms become valid and effective at the moment of their approval by the user during the installation of the application on the user's device.