

Terms of Use

1. Acceptance of the Terms of Use

1.1. These Terms of Use apply to your use of the Software and the Website property of Sunrise SA, with registered office at 5101 Namur (Belgium), Chaussée de Marche, 598/02, VAT (BE)0632 607 373 RLE Liège, Namur division, www.hellosunrise.com – hello@hellosunrise.com ("Sunrise"). Please read these Terms of Use carefully before using the Website and the Software.

1.2. By clicking on the "I accept" button below, you acknowledge that you have read and understood these Terms of Use and that you accept and agree to these Terms of Use. Each time you access or use the Software and the Website, you are also hereby agreeing that you accept these Terms of Use whether or not the Terms of Use appear on your computer screen prior to logging in into the Software.

1.3. At any time and on reasonable grounds, including but not limited to any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term of these Terms of Use or Applicable Law, we reserve the right to refuse access to the Website and/or the Software or to any portion thereof in order to protect our goodwill, business and/or other users.

1.4. We may also revise these Terms of Use from time to time by updating this page. The revised Terms of Use will come into force when posted and notified. Further use of the Software or the Website following such changes shall constitute your agreement to be bound and respect the most recent version of the Terms of Use.

2. Definitions

"Applicable Law" means Belgian law.

"Application" means Sunrise digital application available to Sunrise users.

"Content" includes things that you may see, read, hear, download or access on or via the Website (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials).

"Intellectual Property Rights" mean copyright (including rights in computer software), patents, patent applications, trademarks, registered or unregistered model and design rights, applications for any of the foregoing, trade or business names, circuit topography rights, know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.

"Software" means Sunrise's software available online to healthcare professionals.

"Terms of Use" mean the present terms and conditions, as amended from time to time, which set out the terms covering your use of the Software and the Website.

"We" or "us" means Sunrise SA.

"Website" means the platform available through internet on which the Software can be accessed and used by you. "You" means the Software or Website user.

3. Website Access and Software use

3.1. The Website and the Software are intended for the exclusive use and support of Sunrise products, such as the Application. They cannot be used for another purpose.

3.2. You will be required to register with us in order to access the Website and use the Software.

Where you are required to register:

- You agree to provide us with accurate, complete and updated registration information;
- You agree to safeguard any username and password which we provide you;
- You acknowledge that any person accessing the Website and using the Software with your username and password is either you or a person authorised to act on your behalf.

3.3. The personal data provided when registering will be processed in accordance with Applicable Law and with our Cookies and Privacy Policy available here.

3.4. The Website is operated from Belgium. Sunrise makes no representation regarding the fact that the Content, Software and Website are appropriate or available for use in other locations. Access to Content, Software and Website is prohibited from territories where their contents are illegal. Those who choose to access the Website and use the Software from other locations do so on their own initiative and are responsible for compliance with applicable laws.

4. Website Content

4.1. All Content is provided in English and for general information purposes only.

4.2. You agree not enroll any user on the Website or Software without having first obtained their informed, voluntary and explicit consent. Users will be invited to provide their consent when using the Application for the first time and each time the consent form is amended. You however undertake to inform the user about the requirement to provide his/her consent to use the Application.

4.3. Health-related data appearing on the Website and/or in the Software is:

- based on information provided by you, other healthcare professionals and medical device data transmissions from users;
- not intended as and will not be considered or construed as user-specific advice or substitute for user-specific advice; and
- may be out of date at any time; Sunrise being under no obligation to update them as they are based on the information provided by other persons (such as healthcare professionals) or by medical device data transmissions from users.

5. Restrictions to Website and Software use

By accepting the present Terms of Use, you agree that you will not:

No part of this document may be reproduced without prior permission of the company.

Users of printed documents are responsible for ensuring that the printed document represents the most current revision.

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- use the Website and the Software for any illegal purpose or in any manner inconsistent with the Terms of Use;
- use, transfer, dispose or distribute any information provided in or by the Website or the Software that could compete with Sunrise business;
- disrupt or interfere with the Website, servers or Software, or other software, hardware or equipment connected to or via the Website (including, without limitation, the introduction of computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) or misuse the Website or Software (including, without limitation, by hacking);
- violate Applicable Law relating to your use of the Website or Software.

6. Posting on the Website / information supplied to us

6.1. Any communication or material you communicate to the Website or Software (by electronic mail or otherwise), including any data, questions, comments, suggestions or the like, is and will be treated as non-confidential and non-proprietary.

6.2. Being understood that Sunrise shall comply at all times with data protection laws, you acknowledge hereby that any data communicated or posted on the Website or Software becomes the property of Sunrise (or its affiliates) and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting.

Furthermore, being understood that Sunrise shall comply at all times with data protection laws, Sunrise is free to use, without compensation, any ideas, concepts, know-how, or techniques contained in any communication sent to the Website or included in the Software for any purpose including, but not limited to, product development or promotional material.

6.3. Should you send any communication to the Website or otherwise to Sunrise, you will be responsible for the information contained therein, including its truthfulness and accuracy.

By accepting the present Terms of Use, you agree that you will :

- exclusively post or share information about Sunrise product or any adverse event in using the product by sending an email directly to Sunrise (support@hellosunrise.com) and/or to relevant authorities where appropriate;
- not post or communicate to or from the Website any material:
 - 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
 - for which you have not obtained all necessary licences and/or approvals.

6.4. Discussions, chats, postings, transmissions, message boards, and the like on the Website might be moderated (by a moderator, supported by the editorial team) when needed and the appearance of your comment might therefore be delayed or refused until it has been approved.

The moderator and the editorial team are however under no obligation to ensure a continued moderation and assume no responsibility or liability for the content of any error, defamation, libel, slander, omission, falsehood, promotional materials, obscenity, pornography, profanity, danger, privacy disclosure or inaccuracy contained in any information which would appear on the website due to a third-party user.

6.5. If Sunrise becomes aware of a breach of the terms and conditions contained herein, Sunrise may immediately take corrective action, including preventing from further using the Website and Software, as well as removing any information, data and content communicated to the Website or Software at any time and without notice. Sunrise may also seek to recover damages for such breaches. Sunrise will also fully cooperate with law enforcement authorities or court order requesting or directing use to disclose the identity of individuals breaching the Applicable Law.

7. Limitation of liability

7.1. By accepting the present Terms of Use, you acknowledge the use of the Website and Software is at your own risk, and agree to evaluate and bear risks associated with the use of any Content, the Website and Software including reliance on the accuracy, completeness or usefulness of any Content.

7.2. Sunrise endeavours to provide a convenient and functional Website and Software, without warranty or representation as to the accuracy of the Content or smooth running of the Website and the Software at all time. Sunrise shall not be responsible for errors or omissions in the Content, interruption or suspension of the Website or Software.

7.3. Sunrise endeavours to update and regularly complete the Content, the Website and Software. It is however possible that the Content might be incomplete or erroneous, or that the Website or Software might be affected by a defect.

Although we will use reasonable efforts to maintain the Content, the Website and Software, we do not undertake to provide support or maintenance services for the Content, the Website or Software at all time. We reserve the right to make changes, corrections and/or improvements at any time without notice.

7.4. Sunrise shall not be liable for any damages to, or viruses that may infect computers, equipment or other property due to access to, or use of the Website.

7.5. Without being limited to the above provisions, the Website and Software are provided to you "as is" and "as available" without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Sunrise excludes all representations and warranties to the fullest extent permissible under Applicable Law.

In case a jurisdiction does not allow the exclusion of implied warranties detailed in the present provision, but allows limitations to a certain maximum extent, it is agreed that Sunrise limits its warranties to that maximum extent. In addition to other disclaimers and restrictions on Sunrise liability detailed in the present terms and conditions and to the fullest extent permissible under Applicable Law, Sunrise will accept no liability whatsoever for any direct, incidental, consequential or indirect loss or damage, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings, or any other loss resulting from access to, reliance on, or use of, or

inability to use the website and the Content, however caused and whether arising in contract, tort (including negligence) or otherwise, and whether or not we are aware of the possibility of such loss or damage.

7.6. Sunrise has not reviewed third-party websites containing links to the Website and accepts no liability for the content of any such off-site pages or any other sites linked to the Website. Quotation or use of one or more portions of the Website in a third party website without Sunrise's prior written consent is prohibited.

7.7. The Website may provide links or references to other websites. Sunrise has no responsibility for the content of such other websites and shall not be liable for any damages or injury arising from that content. Any links to other websites are provided as convenience to the Website users. Please note that the terms of use and privacy policy of those other websites may be different from these provided under the present Website.

8. Intellectual property rights

8.1. You hereby acknowledge that the Content, Software and Website are protected by Intellectual Property Rights property of Sunrise.

8.2. You agree that you will not personally or through any other person:

- sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use (any element of) the Content, Software or Website in any way for any public or commercial purpose without Sunrise prior written consent; or
- use any Content on any other website or networked computer environment for any purpose; or
- reverse engineer the Software; or
- otherwise infringe the Intellectual Property Rights of Sunrise or of any other person in using the Website, Software or any Content.

8.3. Nothing you do on or in relation with the Website will transfer any Intellectual Property Rights to you, except as provided under section 9 below.

9. Licence to use the Software

9.1. Subject to the acceptance of and compliance with the present Terms of Use, Sunrise grants you a non-sublicensable, non-exclusive and non-transferable licence to use (but not modify) the Software provided that you remain a Sunrise customer. Except for the limited licence provided here before, Sunrise reserves all rights in and to the Software and any modifications or copies thereto.

9.2. Sunrise reserves the right to terminate the licence at any time when you stop being a Sunrise customer.

9.3. Upon termination of the licence for any reason, you will immediately stop using it and return to Sunrise any copies that you would have made of the Software or, at Sunrise's discretion, you will permanently destroy all copies of the Software and any related materials in your possession.

10. Cancellation

10.1. Where required to register with us, you may cancel such registration at any time by notifying Sunrise at support@hellosunrise.com.

10.2. Registration may be cancelled in case of extended time period without visiting the Website or using the Software, or if Sunrise reasonably believes that you have violated Applicable Law, acted inconsistently with the letter or spirit of these Terms of Use, or have violated Sunrise or another party rights.

10.3. Following cancellation Sunrise may retain information you submitted as part of the registration process, and information arising from your use of the Website or Software for a period of time as may be required by Applicable Law.

11. General provision

11.1. Sunrise reserves the right to modify or discontinue, at its discretion, the Software or Website at any time without notice and without liability.

11.2. Any claim relating to the Website, Software or Content is governed by the laws of Belgium without regard to conflict of laws principles. You agree to submit any and all disputes arising out of or relating to your use of the Website, Software or Content to the exclusive jurisdiction of the Brussels courts (Belgium).

11.3. These Terms of Use are for the benefit of the parties hereto and you may not assign your rights or obligations to any other person or entity without Sunrise prior written consent.

11.4. Sunrise failure to apply any rights under these Terms of Use shall not constitute a waiver from Sunrise to such rights.

11.5. If any provision in the present Terms of Use is declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, it will not affect (parts of) the remaining provisions and the illegal, void, invalid or unenforceable provision will be modified in compliance with Applicable Law in a manner that most closely matches the intent of the original wording.

11.6. These Terms of Use, along with our Cookies and Privacy Policy (available [here](#)), represent the entire agreement between you and Sunrise with respect to the use of the Website and the Software. It supersedes and prevails on any prior undertakings or agreement with respect to the use of the Website and the Software.