

## APP TERMS OF USE

### PLEASE READ THESE TERMS OF USE CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS OF USE WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, CLICK ON THE "REJECT" BUTTON BELOW.

Who we are and what this agreement does.

We, Amnexus Holding Ltd, trading as QUIXXS of The Guinness Enterprise Centre, Taylor's Lane, Dublin 8, Ireland, license you to use:

- QUIXX version 1.0 mobile application software, (the "App") and any updates or supplements to it; and
- the service you connect to via the App and the content we provide to you through it (**Service**);

as permitted in these terms of use, ("**Terms of Use**").

### 1. Your privacy

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy, <https://www.amnexus.com/quixxslegals>, and it is important that you read that information.

### 2. Additional terms for specific Services

In addition the Services set out below will be governed by the following terms of use and data processing agreement:

| Service                | Terms and Conditions  | Privacy Policy  |
|------------------------|---|---|
| QUIXXS Web Application | <a href="https://www.amnexus.com/quixxslegals">https://www.amnexus.com/quixxslegals</a> | <a href="https://www.amnexus.com/quixxslegals">https://www.amnexus.com/quixxslegals</a> |

### 3. App Store – Apple terms

Where you download the App from the App Store the ways in which you can use the App may also be controlled by the App Store rules and policies (<https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>), (and the App Store's rules and policies will apply instead of these Terms of Use where there are differences between the two.

### 4. Google Play Store terms

Where you download the App from the Google Play Store the ways in which you can use the App may also be controlled by the Google Play Store rules and policies (<https://transparency.google/intl/en-GB/our-policies/product-terms/google-play/>), and the Google Play Store's rules and policies will apply instead of these terms where there are differences between the two.

### 5. Operating system requirements

This App requires a mobile phone with a minimum of 2GB RAM of memory and an iOS version 12 or later or Android version 10 or later operating system.

### 6. Support for the App and how to tell us about problems

If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at <https://www.amnexus.com/quixxslegals>

If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at: [QUIXXS-clients@amnexus.com](mailto:QUIXXS-clients@amnexus.com)

If we have to contact you we will do so by email, by SMS or by email, using the contact details you have provided to us.

### 7. Devices and downloads

You may download one copy of the App onto one mobile phone or handheld device. You may only view, use and display the App and the Service on this device.

If you download the App onto any mobile phone or other device not owned by you, you must have the owner's permission to do so.

You will be responsible for complying with these Terms of Use, whether or not you own the phone or other device.

If you sell any mobile phone or device on which the App is installed, you must remove the App from it.

## 8. Permitted Use

You must:

- be at least 18 years old in order to download and use the App;
- only use the App for the purposes of recording and management of patient data for healthcare purposes;
- obtain explicit consent from each patient before recording any data via the App. This consent should be informed, voluntary, and obtained in accordance with applicable laws and regulations regarding patient privacy;
- maintain the confidentiality and security of all patient data recorded through the App. This includes safeguarding against unauthorized access, disclosure, or misuse of the data;
- comply with all applicable laws and regulations governing the collection, storage, and use of patient data, including but not limited to healthcare privacy laws such as HIPAA in the United States or the GDPR in the European Union, the UK and Switzerland;
- ensure that any data recorded through the App is accurate, complete, and up-to-date to the best of your knowledge;
- before using data generated by the App, review any transcripts and/or results, either audio or text files or images, and verify the accuracy of such results, and where necessary make amendments to such results before signing off and filing such data;
- take appropriate measures to protect the security of patient data, such as using strong passwords, keeping devices secure, and not sharing login credentials with unauthorized individuals;
- report any security incidents or breaches involving patient data to the App developer or relevant authorities in a timely manner.

## 9. Prohibited use

You must not under any circumstances:

- use the App or Services as a medical device for the purposes of the diagnosis, prevention, monitoring, prediction, prognosis, treatment or alleviation of disease;
- rely upon, use, or release any data generated and returned to you when using the App or Services, ("**Output**") because Output is simply a suggestion automatically created by artificial intelligence, not a human, based upon patient data recorded through the App ("**Input**") which is processed on and through the App and Services, and Output can therefore [sometimes stray, be inaccurate, not contain what was recorded or contain additional information;](#)
- rely upon, use, or release any Output, without first manually editing and correcting the Output to ensure that it is a correct summary of the Input used to create the Output;
- rely upon, use or release any Output until you have signed off within the App that you have checked and corrected the summary of the Input and the Output;
- permit any person other than you to edit, correct or release the Output;
- engage in any activity that could compromise the security or privacy of patient data, such as attempting to access data you are not authorized to view or tampering with the App's functionality;
- use the App or any Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example,

by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Services or any operating system;

- infringe our intellectual property rights or those of any third party in relation to your use of the App or any Services, including by the submission of any content to the App;
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Services;
- use the App or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.

## **10. Intellectual property rights and data ownership**

All intellectual property rights in the App and the Services throughout the world belong to us, or our licensors, and the rights in the App and the Services are licensed, not sold, to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these Terms of Use.

You acknowledge and agree that we shall be handling sensitive patient data you provide to us when you use the App and Services. We will take all possible measures to protect the privacy and confidentiality of all patient data. For example, we will endeavour to anonymize patient data, where possible, when we or our third party supplier's process sensitive patient data.

You acknowledge and agree that all patient data included in any Input or Output, (together referred to as "**Content**") is owned by the patients and that only the healthcare organization/licence holder and/or entity responsible for the Services who has entered in the Terms and Conditions with QUIXXS for use of the Services, has any rights over patient data within the Content. You have no ownership rights over any patient data.

## **11. Disclaimers**

You are solely responsible for ensuring that Content complies with all applicable laws and the provisions of these Terms of Use (in particular this clause 11).

The App and Services do not offer advice or any Content on which you should rely. You must use your professional judgement before taking, or refraining from taking, any action on the basis of any Content. We make no representations, warranties or guarantees, whether express or implied, that any Output or Content is accurate, complete or up to date. You acknowledge and agree that we have no control over your use of the Content. Any use of Content is at your own risk. Prior to publication of any Content, it is recommended you add a disclosure that the Content was generated by AI tools.

The Output is provided using third party providers who use artificial intelligence ("AI"), and we do not guarantee the accuracy, or quality of any Output. Due to the nature of machine learning, and AI, use of the Input may in some situations result in incorrect or poor quality Output that does not accurately reflect the action generated. You are solely responsible for checking and evaluating the accuracy and quality of any Output before using it. You must not rely on us to do this. You must check and evaluating the accuracy and quality of any Output before using it.

We and any applicable third-party provider of an AI tool, make no representations or warranties of any kind, express or implied, as to the operation of the App or Services, or the Content included in the Output, or the use of the Input, including without limitation, the accuracy or quality of the results, availability, suitability, reliability or content of any information provided through the App or Services. We will have no liability or responsibility arising in any way from your use of the Content or any errors or omissions contained in the Content.

You acknowledge and agree that the App and Services are not a medical device as defined in Article 2 of the EU Medical Devices Regulations 745/2017 (MDR).

## **12. Termination and Suspension**

We may suspend or terminate your right to use the App and Services at any time if you breach these Terms of Use.

If we suspend or terminate your right to use the App and Services:

- you must stop all activities authorised by these Terms of Use, including your use of the App and any Services;
- you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.; and
- we may remotely access your devices and remove the App from them and cease providing you with access to the Services.
- We exclude all liability whatsoever for our actions taken in response to your breach of these Terms of Use. The responses described above are not limited, and we may take any other action we reasonably deem appropriate and you shall indemnify and hold us harmless from and against all claims that result from your use of the App, Services or Content in breach of these Terms of Use.

### **13. Update to the App and changes to the Service**

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you shall not be able to continue using the App and the Services.

### **14. Changes to these Terms of Use**

We may need to change these Terms of Use to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

### **15. Applicable law and courts**

These Terms of Use are governed by English law and all legal proceedings in respect of these Terms of Use shall be exclusively determined by the English courts.