

LAST UPDATE: 18-07-2023

Budiyu Terms of Use

1. Scope of these Terms of Use

1.1 The Budiyu application (the "**App**") is made available to you and managed by PatientSolutions BV, Torenallee 3, Eindhoven, the Netherlands ("**PatientSolutions**") and subject to these **Terms of Use** ("**ToU**"). You can contact the company behind Budiyu via info@budiyu.com.

1.2 You will be asked to expressly accept these Terms of Use when you first use the App. In these Terms of Use, the words "you" and "user" refer to the person that has installed the app on its device and has created an account within the app.

1.3 In addition to these Terms of Use, Apple's Appstore and Google's Playstore may impose separate terms and conditions for obtaining, using and related matters of the App. For this purpose, the user should consult the Terms of Use and privacy statement of Apple's Appstore, Google's Playstore and all applicable terms and conditions on the website of the respective provider. For the avoidance of doubt, Apple and Google are not parties to these Terms of Use.

1.4 These Terms of Use may be amended from time to time, where PatientSolutions will take the interests of the user into account as much as possible. If these Terms of Use are changed, PatientSolutions will communicate this in the App (under PRIVACY AND TERMS OF USE) when you update the App through the app Store.

2. Scope of service provided by Budiyu

2.1 The App is built with the intention to improve the quality of life for patients living with a chronic disease. It has been developed by experienced doctors of PatientSolutions with the help of patients (organizations). The current version offers support to parents of patients with an MC4R gene defect, but in the future the App can be expanded to support other patient groups as well. These Terms of Use also apply to new versions of Budiyu as soon as they are introduced.

2.2 The App allows you to independently enter, view and organize certain information about your medical condition (or about the medical condition of the child if the App is used by a parent of a patient), such as your medication, your weight (or of the child in question if the App is used by a parent of a patient) and other information that is added to the functionality of the app from time to time. The exact scope of the information depends on the functionality of the app you are using.

2.3 The service of PatientSolutions is limited to providing the functionalities of the App as described above. PatientSolutions does not participate in or accept any responsibility for your medical treatment (or of a child's medical treatment if the App is used by a parent of a patient); this is the sole responsibility of your healthcare provider (or from the healthcare provider of the child if the App is used by a parent of a patient). If you have any questions related to the medical information displayed in the app as described under article 2.2, conclusions that can be drawn from it, or decisions to be based on it, you should contact your healthcare provider. The app is not designed to alert you regarding your health (or the health of the child if the App is used by a parent of a patient) and there may be risks to your health without this being visible from the app. The information in the app is not a substitute for advice from a doctor or pharmacist.

2.4 To the extent the App allows information entered by you to be stored and accessed, PatientSolutions is not in a position to verify the completeness, accuracy or timeliness of such information (e.g. weight measurements or questionnaires). It is your responsibility to verify the completeness, accuracy and timeliness of such information with your healthcare provider (or with the healthcare provider of the child if the App is used by a parent of a patient). PatientSolutions is not liable for damage caused by such information not being complete, accurate or up-to-date.

3. Creating an account

3.1 To use the App, you must:

- create an account during the onboarding of the App (or, if you have already registered, log in);
- fill in the various fields of the registration form;
- confirm its acceptance of these Terms of Use and agree to the privacy terms;
- check the box in the privacy consent form consent to the collection of your and/or your child's personal data for the purposes described in the privacy terms

3.2 Once your account registration has been validated, PatientSolutions sends you an email with a confirmation link. You have to confirm your account by clicking on this link. Users can change their account information in the App by clicking on the "Settings" section.

3.3 During the installation of the app, you are informed that you can use the app in the role of a parent for a child for whom you want to manage the personal information.

3.4 As set out in article 4.7 below, you must immediately inform PatientSolutions of any loss or unauthorized use of your account (login and/ or password). Passwords and identifier logins are personal, and you are not to disclose them to others under no circumstances. In this respect, PatientSolutions cannot be held responsible for the use and the consequences of the use by a third party of the User's login and password to which you have communicated them or who has had access to them following your fault, clumsiness or negligence.

4. Use of the App

4.1 The use of the App is at your own risk and expense.

4.2 You are solely responsible for the use of the App. PatientSolutions does not support this, except when it is necessary to correct user-reported errors. However, you are always free to contact PatientSolutions with any questions as provided in article 14 of these Terms of Use.

4.3 The App may only be used on the device on which it was downloaded and installed.

4.4 The App is not a data repository. Except as provided by applicable law, you must keep appropriate backup copies of any information that you upload to the App. PatientSolutions is in no event responsible or liable for any claim or losses resulting from your failure to comply with this clause.

4.5 In order to prevent misuse and/or malfunctions and/or other problems, you must ensure that your equipment and connections are sufficiently protected against unauthorized use by third parties, malware, trojan horses and viruses.

4.6 You may not use the App unlawfully, carelessly or in violation of these Terms of Use. PatientSolutions is entitled to block access to the App and delete your account, in the event of misuse or unauthorized use, or in the event PatientSolutions is required to do so under the applicable law.

4.7 You are obliged to inform PatientSolutions via info@budiyu.com about possible security vulnerabilities/ incidents, if you believe that the App can no longer be used safely, if your login details or personal passwords have become known to a third party, or if you have other similar indications.

5. Intellectual property and license to use the App

5.1 The content of the App (excluded is the information in the app stored by the user), the data, images, sounds, texts and combinations thereof and other software are protected by intellectual property rights such as copyright and trademark rights. These rights are and shall remain vested in PatientSolutions or partners of PatientSolutions. It is not permitted to copy or disclose, exploit or otherwise use any part of the App without prior permission from PatientSolutions.

5.2 Subject to your compliance with these Terms of Use, PatientSolutions or partners of PatientSolutions grants you a non-exclusive, non-transferable, non-sublicensable right to use the App for the duration of the term (as set out in article 10) for your personal, non-commercial uses in accordance with these Terms of Use. This means that you are not permitted to make the App available to third parties (including free of charge) or to sell or rent the App. Subject to section 5.3 below, you may not decompile, reverse engineer or modify the App without the prior written consent of PatientSolutions. You may not remove or circumvent any technical features intended to protect, remove or circumvent the App, or have others removed or circumvented.

5.3. These Terms of Use limit your right to modify, modify, translate, reverse engineer or decompile the App if and to the extent that you are authorized by applicable mandatory law to perform such

activities necessary to (i) use the App in accordance with the agreed purpose, including correction of defects, or (ii) achieve interoperability with other software, provided that PatientSolutions has not provided you with the necessary support to achieve these objectives within a reasonable time at your written request (an email is sufficient).

6. Personal data of users

The details of the processing and security of your personal data in connection with your use of the App are described in the Budiyu privacy policy. As the processing relates to your health information (or the health information of the child if the App is used by a parent of a patient), you can only use the app to the extent that you have given us the required consents.

7. Updates, changes and discontinuation of the app

7.1 PatientSolutions may issue updates from time to time to resolve any errors, improve the performance of the App or add new functionalities.

7.2 Available updates to the App will be reported through Apple's Appstore and Google's Playstore and it is the user's responsibility to keep track of such notifications.

7.3 PatientSolutions reserves the right to terminate the App in whole or in part, whereby this decision will be announced to the user at least six (6) weeks in advance.

7.4 If PatientSolutions is prevented by force majeure from making the App available or otherwise fulfilling its obligations, it is entitled to suspend the execution thereof as long as the force majeure lasts. In that case, the User is not entitled to compensation for the damage, costs and/ or interest. Force majeure is understood to mean circumstances that prevent the fulfillment of the obligation by PatientSolutions in whole or in part and that are not attributable to PatientSolutions. This includes outages in PatientSolutions connections and networks, outbreaks of diseases, fire, non-performance by third parties, natural disasters, government measures or terrorism.

8. Limitation of Liability

8.1 The content and information of the App is compiled and maintained by PatientSolutions with great care and dedication. PatientSolutions does not guarantee that the App is free from errors, defects, malware and viruses. In addition, an error-free, complete, up-to-date and constantly available information offer cannot be guaranteed. The medical content may not be regarded as a substitute for advice and/or treatment by doctors, nor can independent diagnoses be made, treatments be started or stopped on the basis of the information.

8.2 PatientSolutions has no influence and no control over the content that the User enters or uploads in the App. PatientSolutions is therefore not liable for such content. In particular, PatientSolutions does not warrant that such content and information is true, fulfills a specific purpose, or can serve such purpose.

8.3 PatientSolutions is liable in accordance with the legal provisions, unless liability is limited or excluded below.

8.4 Insofar as the liability of PatientSolutions on the basis of Articles 8.1, 8.2 and/or 8.3 is not excluded or if one of those provisions would lack validity, PatientSolutions's liability is limited to what the insurer pays out to the User concerned in the given case. If the insurer does not pay out for any reason, PatientSolutions's liability is limited to a maximum of € 5,000 per event, whereby a series of related events count as one event.

8.5 The above exclusions and limitations of liability apply mutatis mutandis to the liability of PatientSolutions's vicarious agents, owners, shareholders, general and limited partners, directors, officers and employees.

8.6 The App may contain links to external systems or sites. PatientSolutions is not liable for the use or content of systems or sites that link to or are linked to this app. The Budiyu Privacy Policy does not apply to the collection and processing of your personal data on or through such third party systems.

8.7 Nothing in these Terms of Use is intended to exclude or limit PatientSolutions' liability for: (i) death or personal injury resulting from negligence, (ii) fraudulent misrepresentation or any other fraud, (iii) damage caused by PatientSolutions' gross negligence or willful misconduct or caused by its managerial personnel and/or (v) any loss or liability which is not permitted to be excluded or limited by the applicable law.

9. Fees

9.1 PatientSolutions does not charge any fees for your use of the App.

9.2. The costs of connecting and communicating to the Internet for the use of App are not supported by PatientAp and will be borne solely by you.

10. Term and Termination

10.1 The agreement between you and PatientSolutions on the basis of these Terms of Use is entered into for an indefinite period of time. It can be terminated at any time by uninstalling the app. It may be terminated by PatientSolutions at any time with six (6) weeks' notice before the end of a calendar month, in writing or in text form.

10.2 The agreement ends automatically when a termination of the App (see article 7.3) takes effect.

10.3 At the end of the term, you will immediately (a) stop using the App; and (b) uninstall the app from your device if you haven't already.

11. Other provisions

11.1 These Terms of Use and any contractual or non-contractual rights arising out of or in connection with them are governed by Dutch law. This choice of law does not have the effect of depriving you of the protection afforded to you as a consumer within the scope of Regulation (EC) No 593/2008 by provisions which cannot be derogated from by a contract under the laws applicable where you habitually reside.

11.2 In the event of a dispute, the parties shall seek an amicable solution before any legal action.

Any complaint relating to the application of the Terms of Use must be sent to PatientSolutions via an email to helpdesk@budiyu.com or by post to address Torenallee 3, 5617 BA Eindhoven, The Netherlands.

In the event of failure of the claim subject to the conditions described above, disputes arising from these Terms of Use, including disputes about their existence and validity, will be settled by the competent courts of Amsterdam. This does not affect any rights you, if you qualify as a consumer, may have under the law of your own country to have a dispute heard in the courts of your own country.

11.3 If any provision of these Terms of Use is void or voidable, the remaining provisions of the Terms of Use shall remain in force. PatientSolutions and the user will discuss the content of new provisions to replace the void or voided provision(s). The starting point will be that the new content corresponds as much as possible to the scope and purpose of the original provision(s).

12. Apple-Specific Terms

In addition to your agreement to the foregoing terms and conditions and notwithstanding anything to the contrary, the following provisions apply to your use of any version of the application compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to these Terms of Use and does not own and is not responsible for the App. Apple makes no warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and is not responsible for any other claims, losses, liabilities, damages, costs or expenses relating to the App, including claims for third party product liability, claims that the App does not comply with all applicable legal or regulatory requirements, claims arising from consumer protection or similar laws and claims relating to infringement of Intellectual Property. Any questions or complaints regarding the use of the App, including those relating to intellectual property rights, should be directed to PatientSolutions in accordance with these Terms of Use. The license you have received herein is limited to a non-transferable license to use the App on an Apple-branded product

with Apple's iOS operating system and owned or controlled by you, or as otherwise permitted by the usage rules set forth in App's Apple Terms of Service, except that the App may also be accessed and used by other accounts associated with you through Apple's Family Sharing or Volume Purchase Programs. In addition, you must comply with the terms of any third-party agreement that applies to you when using the App, such as your wireless data services agreement. Apple and its subsidiaries are third-party beneficiaries of these Terms of Use and upon your acceptance of the terms of these Terms of Use, have the right (and shall be deemed to have accepted) the right to enforce these Terms of Use against you - party beneficiary thereof; notwithstanding the foregoing, PatientSolutions's right to enter into, withdraw or terminate any variation, waiver or settlement under these Terms of Use shall not be subject to the consent of any third party.

13. ODR platform

The EU Regulation No. 524/2013 (ODR Regulation) regulates the online dispute resolution of consumer rights matters. This possibility of online Dispute Resolution (ODR) aims to provide a simple, efficient, fast and cost-effective out-of-court resolution to disputes. If you have a complaint and it has not been resolved satisfactorily by us, you can submit your complaint online via the online platform for dispute resolution (ODR). You can access the ODR platform via this link: <https://ec.europa.eu/consumers/odr/>. The ODR platform can be used free of charge, although the consumer may incur costs (up to EUR 30.00) during the out-of-court procedure if his submission is found to be unfounded.

14. Questions

You can direct your questions to PatientSolutions by sending an email to info@budiyu.com.