

Terms and Conditions

Last updated: November 2022

Welcome to the **myAthlos platform** , a **Service** in the field of digital health, provided by **Hermes Healthcare Limited** & its' subsidiaries. If you continue to browse and use our services, including our websites, mobile applications (as defined below), buttons, browser plugins and APIs (together the "Service"), you agree to comply with and you are bound by the following Terms and Conditions of Use (the "Terms"), which together with the Privacy and Cookies Policy and the Disclaimer govern the Hermes Healthcare (**myAthlos Platform & Applications**) relationship with you, regarding the Service.

If you disagree with any part of these Terms, please do not use the Service provided through the myAthlos platform . Please note that we may revise these terms of use at any time by amending this page. Please check this page (You can find it in the <https://sports.myathlos.net> website or at the myAthlos mobile app settings) from time to time to take note of any changes we have made, as they are binding on you.

1. INFORMATION ABOUT US

THE Service and the myAthlos platform provided from **Hermes Healthcare Limited** ("Hermes Healthcare", " us " or " we "). We are registered in England and Wales under company number **10775217** and have our registered office at 71-75 Shelton Street Covent Garden London WC 2 H 9 JQ . **Hermes Healthcare Greece IKE** is a subsidiary of Hermes Healthcare Limited, an official member of **Elevate Greece**, the Greek national registry of most innovative companies. Its' registered office is at 17 Komnion Street, Thessaloniki, 54624, Greece. The term "you" refers to the user of the Service. Hermes Healthcare and its' subsidiary are not health care providers or health insurance providers and do not provide medical advice or health-related treatments.

2. INFORMATION ABOUT THE SERVICE

2.1 The myAthlos platform (hereinafter referred to as **<<PLATFORM>>**) includes the myAthlos web application (Web application) for use by the interdisciplinary team (doctors, psychologists, dieticians, teachers/school teachers, health coaches, sports coaches , trainers and other health or sports/education professionals) and the myAthlos smart phone application (Mobile application), (hereinafter **<<MOBILE APPLICATION>>**) for use by students/athletes. For the sake of brevity, both myAthlos

applications, web application & mobile application, hereinafter referred to as the <<APPLICATIONS>>. The operation of the PLATFORM includes automated procedures that empower students/athletes to monitor their mental and physical health, to adhere to the supervision plan assigned to them by the interdisciplinary team, with whom they can collaborate and communicate remotely. The interdisciplinary team receives continuous, vital information regarding the personalized experience of each student/athlete, user of the PLATFORM, unlocking valuable information, so that they can appropriately and timely intervene with advice, adjusting the supervision plan. This enhanced communication and collaboration between health, education and sports professionals, with students/athletes results in their health prevention, personalized education and improved performance in school and sports.

Patients register to use the myAthlos mobile application , following a special invitation they receive in their email , which is sent via the PLATFORM by one of our partners, a user of the myAthlos web application . Our partners may include, for example, healthcare organizations, Municipalities, Regions, educational and sports organizations, research institutions and academic institutions. After completing your registration on the PLATFORM you are allowed to download the myAthlos smartphone app from Apple Store or Google Play and enter your email in the username field and the password you have created during registration, in the password field

2.2 We grant you a license to use the PLATFORM subject to these Terms of Use subject to any rules or policies implemented by any mobile application store provider or operator from whose website you downloaded the MOBILE APPLICATION ("App Store Rules"). We remain the owner of the Service at all times.

2.3 We may revise these Terms at any time by updating this posting. You should check the APPLICATIONS from time to time to review the current terms of use because they are binding on you at <https://sports.myathlos.net> website.

2.4 From time to time, updates to the APPLICATIONS may be issued through your application store provider. Depending on the update, you may not be able to use the APPLICATIONS until you download the latest version of the application and accept any new terms.

2.5 You warrant that you are at least 18 years of age. You also warrant that you are the owner of the device on which you have downloaded the APPLICATIONS or that you have obtained permission



from the owners of this device to download the APPLICATIONS. You accept responsibility under these Terms for your use of the Service on any device, whether or not you own the device. In case you are under 18 years of age, the written consent of your guardians (father & mother) is required to register on the PLATFORM and receive our SERVICES. The relevant consent statement is provided by our partners, who also collect the final consents.

2.6 You acknowledge and agree that Internet transmissions are never completely private or secure. However, all data stored and transmitted through the APPLICATIONS is encrypted. You understand that any message or information you send using the PLATFORM may be read or intercepted by others, even if encrypted.

2.7 By using the PLATFORM, you consent to us collecting and using technical information about the devices used to access the APPLICATIONS and any related software, hardware and/or peripherals to improve our products and provide any Services to you.

2.8 Our provision of the Service to you is dependent on ensuring that all information you provide and upload is correct, accurate true and truthful at all times.

2.9 Hermes Healthcare and its' subsidiaries and affiliates are not responsible for any damages resulting from your inability to continue your exams with your regular healthcare provider. You agree that the Service is not a substitute for your regular healthcare provider. We are not doctors. We simply provide a technology to help you do health prevention.

2.10 We strongly recommend that you seek appropriate advice before starting any health self-management, self-care, diet, weight loss, wellness or healthy eating program. The information provided on the Service does not offer medical advice or is a substitute for medical treatment. The Service provides a tool for monitoring the user's data and transmitting it to the health, education and sports professionals who constitute the interdisciplinary team of our respective partner and/or the Hermes Healthcare organization.

2.11 Although we will try to use reasonable skill and care in providing the Service, we make no other guarantees or warranties in relation to the Service.

3. ACCESS TO OUR SERVICE

3.1 Subject to your compliance with these Terms, we grant you a non-transferable, non-exclusive license to use the Service, for personal use only and subject to the privacy and cookie policy and the App Rules Store , all of which are incorporated into these Terms by reference.

3.2 As a user of the myAthlos PLATFORM and MOBILE APPLICATION, you may allow your authorized and invited guardian to use the MOBILE APPLICATION on your behalf. You acknowledge that Hermes Healthcare is not responsible for anyone else that you allow to use and access the MOBILE APPLICATION on your behalf.

3.3 All images, text, icons and other content on the Service ("Content"), as well as the layout of the Content on the APPLICATIONS, are protected by copyright and other intellectual property rights. Except as provided in these Terms or otherwise in writing by us, no license to use the Content is granted to you. Nothing in these Terms grants you a license to use any of our trademarks or the trademarks of any of our partners or other third parties.

3.4 Unless you have entered into a separate written agreement with us, you will not copy, republish, frame, link, download, transmit, modify, adapt, rent, lend, sell, assign, distribute, license or sub - license the PLATFORM & APPLICATIONS , the Service or any of the Content. No copyright notice and/or other intellectual property or watermark on any Content shall be deleted or altered.

3.5 It is prohibited to decode the myAthlos APPLICATIONS into their source code (decompilation) or in any way, the unauthorized use of the software of the PLATFORM and the APPLICATIONS. You may not access, monitor or copy any Content or information from the Service using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission.

3.6 If you breach any of the terms of these Terms, your license to use the Service automatically terminates. In addition, we shall have the right to block, limit, disable, suspend or terminate your access to the entire PLATFORM or any part of its APPS, Service or Content at any time in our sole discretion without liability towards you.

3.7 Any rights not expressly granted in these Terms are reserved.

3.8 While we endeavor to ensure that the PLATFORM and APPLICATIONS are normally available 24 hours a day, 7 days a week, we shall not be liable if for any reason the PLATFORM and APPLICATIONS or the Service is unavailable at any time or for any period.

3.9 Access to the PLATFORM and APPLICATIONS or the Service may be suspended temporarily and without notice in the event of system failure, maintenance or repair or for reasons beyond our control. We may suspend, withdraw, discontinue or change all or any part of the Service without

notice. We will not be liable to you if for any reason our Service is unavailable at any time or for any period.

3.10 You are responsible for making all necessary arrangements to access our Service. You are also responsible for ensuring that all persons who access our Service through your Internet connection are aware of and comply with these Terms and other applicable terms and conditions.

3.11 From time to time, the Service may also include links to other websites. These links are provided for your convenience to provide further information. However, it does not mean that we endorse these websites. We are not responsible for the content of linked websites.

4. YOUR ACCOUNT AND CODE

4.1 If you choose or are provided with a user identification code, password or any other information as part of our security procedures, you must treat that information as confidential. You must not disclose them to any third party.

4.2 We have the right to disable any user identification code or password, whether chosen by you or assigned by us, at any time if in our reasonable opinion you have not complied with any of the provisions of these Terms.

4.3 If you know or suspect that someone other than you, knows your user identification code or password, you must notify us immediately at privacy@hermes.health

5. HOW DO myAthlos APPLICATIONS GET CONNECTED

5.1 The Service is designed for you to gain better control of your physical and mental health, to be educated on prevention and healthy lifestyle issues and to be inspired, with the guidance of the interdisciplinary team of our respective partner or that of Hermes Healthcare organization, in order to achieve optimal individual performance in school and sports Therefore, access to the Service may be made available to you through one of our partners.

5.2 When you register on the PLATFORM to use the myAthlos Service , you will create your own personal registration code. This registration code, together with the email in which you accepted your registration invitation to the myAthlos PLATFORM, constitute your credentials to log in as a member of the interdisciplinary team, to the myAthlos web application (web app), and the students/athletes, in the myAthlos MOBILE APPLICATION .

For example, your myAthlos mobile account (myAthlos mobile application) can be connected to the corresponding myAthlos web application of one of our partners, who have invited you to join the myAthlos PLATFORM .

Your data will be visible to all members of the interdisciplinary team (doctors, psychologists, nutritionists, health coaches, trainers, coaches, professors/teachers and other health or sports/educational professionals, etc.) of our corresponding partner (e.g. healthcare organizations, Municipalities, Regions, educational and sports organizations, research institutions and academic institutes) and/or Hermes Healthcare organization, who are authorized users of the web applications (web applications) of the PLATFORM, to which your account is linked. Your data will not be visible to other users of the myAthlos MOBILE APP , unless you choose otherwise. Your data will also be visible to your guardian, who you may have invited to the service. It will also be possible for members of the multidisciplinary team to add data to your account (for example, a diary entry or a new task) as well as view any data you have entered on the MOBILE APP.

5.3 If you access the myAthlos Service through a Hermes Healthcare partner and this partner terminates its contractual relationship with Hermes Healthcare, you may no longer be able to access the Service through that partner. Data uploaded while using the Service through the Partner may also no longer be accessible.

5.4 Any member of the interdisciplinary team or our partner may deactivate your account for any reason deemed necessary. In this case your connection to the MOBILE APP will not be possible and you will receive the relevant notification when trying to connect. Hermes Healthcare is not responsible for any reason for such a decision.

6. WHAT YOU ARE NOT ALLOWED TO DO WITH THE SERVICE

6.1 You may not post or transmit to or from the Service any material:

(a) that is threatening, defamatory, obscene, seditious, offensive, pornographic, abusive, capable of inciting racial hatred, discriminatory, threatening, scandalous, inflammatory, blasphemous, in breach of confidence, invasion of privacy or likely to cause annoyance the

(b) for which you have not obtained all necessary licenses and/or approvals; or;

(c) that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise be contrary to law or violate the rights of any third party, in any country in the world; or

(d) that is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful elements, corrupted data or other malicious software or harmful data);

6.2 It is prohibited:

- (a) use of the Service through the PLATFORM AND APPLICATIONS or its Content in any illegal manner;
- b) misuse of the Service through the PLATFORM AND APPLICATIONS (including, without limitation, by hacking or injecting malicious code);
- (c) resell or make commercial use of the Service, the PLATFORM AND APPLICATIONS or its Content.
- (d) infringe our or any third party's intellectual property rights during your use of the Service, PLATFORM AND APPS or its Content;
- (e) frame or use any framing techniques to enclose the Service, PLATFORM AND APPLICATIONS or any other part thereof;
- (f) take any action that in our sole discretion imposes an unreasonable or disproportionately large load on our servers or other infrastructure
- (g) your use of the Service and the PLATFORM and the APPLICATIONS, in any manner, that may cause or is likely to cause interruption, damage or impairment of access to or use of the Service through the PLATFORM and the APPLICATIONS.

7. VIRUSES & BUGS

7.1 We do not warrant that our Service will be secure or free of errors or viruses.

7.2 You are responsible for configuring your information technology, computer programs, smartphone and platform in order to access our Service. You should use your own antivirus software.

8. PRIVACY POLICY

You acknowledge and agree that Hermes Healthcare Limited and its subsidiaries are not a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and in addition to the General Data Protection Regulation ("GDPR") as defined by HIPAA and GDPR . HIPAA and GDPR address how an individual's individually identifiable health information and generally sensitive personal data may be used or disclosed by Covered Entities and other companies, such as Hermes Healthcare . For more information about your rights under HIPAA or GDPR , see <http://www.hhs.gov/ocr/privacy/> and <https://www.eugdpr.org/>

You specifically acknowledge and agree to the Terms of Use and Privacy Policy which can be read in the relevant Hermes file Healthcare , in order to register on the PLATFORM and receive our Services.

9 . THIRD PARTY LINKS AND RESOURCES ON THE SERVICE

Through the Service you may be able to connect to other websites that are not under the control of Hermes Healthcare . We have no control over the nature, content and availability of these sites. The inclusion of any links does not necessarily imply recommendation or endorsement of the views expressed therein. If you decide to access any of the third-party online information/services linked to the Service, you do so entirely at your own risk

10. LIMITATION OF OUR LIABILITY

10.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by European and Greek law .

10.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other conditions that may apply to the Service, the PLATFORM and the APPLICATIONS or any Content therein, express or implied.

10.3 Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the Service through the PLATFORM and APPS, for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

10.4 Use of any information or material provided by the Service is solely at your own risk, for which we bear no liability. It is your responsibility to ensure that any products, services or information available through our Service, including APPS, meet your specific requirements.

11. OTHER IMPORTANT TERMS

11.1 To contact us in writing, send us your communication by e - mail to the address:
hermes@hermes.health

11.2 We will not be liable for any failure to perform or delay in performing any of our obligations under these Terms caused by any act or event beyond our reasonable control, including the failure of public or private telecommunications networks ("Event Outside our control"). If an event outside our control occurs that affects the performance of our obligations under these Terms:

- (a) our obligations under these Terms will be suspended for the duration of the event beyond our control; and
- (b) we will use all reasonable efforts to find a solution by which our obligations under these Terms can be fulfilled despite the event outside our control.

11.3 We may transfer our rights and obligations under these terms to another organization, but this will not affect your rights or our obligations under these Terms.

11.4 You may only transfer your rights or obligations under these Terms of Use to another person if we agree in writing.

11.5 A person who is not a party to these Terms has no right to enforce any term outside these Terms.

11.6 If we fail to insist that you perform any of your obligations under these Terms or if we do not enforce our rights against you or if we delay in doing so, this will not mean that we have waived our rights against you and will not mean that you do not have to comply with these obligations. If we waive a default by you, we will only do so in writing, and this will not automatically waive any subsequent default by you.

11.7 Each of the terms of these Terms operates separately. If any court or competent authority decides that any of them is illegal or unenforceable, the remaining terms will remain in full force and effect.

11.8 These Terms shall be governed by and construed in accordance with Greek & European Law. Disputes arising in relation to these terms of use are subject to the exclusive jurisdiction of the Greek courts.