

## EIT Health Alumni Network Platform Terms of Use

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These Terms of Use ("Terms of Use") are effective as of 29 November 2019. By accessing or using the Community Website (the "Service"), or by logging into the site with your allocated User ID, you agree to be bound by these Terms of Use. The Service is owned and operated by EIT Health, acting by and through the EIT Health Alumni Network

Please review these Terms of Use carefully prior to using the Service. If you do not agree with these Terms of Use, please do not use the Service.

The Service comprises a suite of online services provided by EIT Health including but not limited to:

- an online EIT Health Alumni Community Directory
- the Community Messaging Service class emailer,
- a User-to-User Community Messaging service, and

These Terms of Use govern your use of each component of the Service.

1. **Copyright; Rules for Submission of Content.**

- (a) The Service and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials (collectively, the “Service Content”) are protected by copyright, trademark and other laws. As between you and EIT Health. EIT Health owns the intellectual property rights in the Service and the Service Content. You may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, you may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of EIT Health.
- (b) You retain ownership of all of your intellectual property rights in any content created, posted, or shared by you, on or through the Service and any personal data, (the “User Content”). EIT Health does not claim ownership of your User Content.
- (c) You represent and warrant that: (i) you own your User Content; (ii) the posting and use of your User Content on or through the Service will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you shall pay for all royalties, fees, and any other monies owed by reason of your User Content; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

2. Rules of Conduct.

- (a) You affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully competent, to use the Service and to enter into and comply with these Terms of Use.
- (b) You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, disturbing, pornographic, or sexually suggestive photos or other content via the Service.
- (c) You may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
- (d) You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your User Content, including but not limited to, copyright laws.
- (e) You must not interfere with or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
- (f) You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
- (g) You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use.
- (h) You may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by EIT Health (or any individual officer or employee of EIT Health); (3) use that can be confused with official communications of EIT Health or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.
- (i) Certain areas of the Service provide tools for the exchange of ideas and information between users, including in the form of direct messaging. EIT Health is not responsible or liable for any content, including User Content, that is posted or distributed pursuant to such user to user

exchanges. The views and opinions expressed by users are theirs alone, and are not endorsed by, and should not be ascribed to EIT Health. You are solely responsible for all User Content you post, and you assume all risks relating to its use by others and others' reliance on its accuracy.

- (j) You acknowledge and agree that EIT Health has no obligation to display, monitor, or take any action with respect to Service Content or User Content. EIT Health reserves the right, without the obligation, to edit the Service and to edit, remove, delete or refuse any User Content for any reason without notice to users. If User Content violates the above standards or any other provision of these Terms of Use, EIT Health reserves the right to terminate the applicable user's account and right to use the Service, in addition to any other rights or remedies available. EIT Health does not approve or endorse any User Content, and you agree that EIT Health will have no responsibility or liability in connection with your use of any User Content.

3. Privacy; Confidentiality.

- (a) EIT Health agrees to use your User Content in compliance with the privacy policy of the Service, together with any Service-specific data use policies, privacy statements and privacy notices (collectively, "Privacy Policies").
- (b) EIT Health will treat your User Content as confidential information in accordance with EIT Health policies, and only use and disclose it in accordance with these Terms of Use and the Privacy Policies.

4. Limitation of Liability; Indemnification.

- (a) **THIS SERVICE AND ALL ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.  
EIT HEALTH DOES NOT APPROVE OR ENDORSE ANY USER CONTENT.  
EIT HEALTH IS NOT LIABLE TO USERS OR VISITORS FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE, SERVICE CONTENT, OR USER CONTENT REGARDLESS OF WHETHER EIT HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.**
- (b) You agree to indemnify and hold harmless EIT Health and its officers, fellows, governing board members, directors, employees and agents, from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal fees) arising from or relating to your use of the Service or any of the Service Content or your User Content, and/or your failure to comply any provision of these Terms of Use.

5. User Accounts; Account Termination Policy.

- (a) You agree to provide accurate and complete information when creating or updating your account. You are solely responsible for the activity that occurs on your user account, and you must keep your account password secure. You agree to notify us immediately at [alumni@eithealth.eu](mailto:alumni@eithealth.eu) of any unauthorized use of your account or other breach of security. You may not use another's account without permission. EIT Health may terminate your account if you violate any provision of these Terms of Use or fail to comply with requests concerning your account. User accounts may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.
  
- (b) The rights granted to you hereunder will terminate automatically upon any breach by you of these Terms of Use, unless EIT Health otherwise specifically agrees in writing, but the other provisions of these Terms of Use will survive any such termination. EIT Health reserves the right at any time in its sole discretion to cease providing any Service Content, to change or discontinue any aspect or element of the Service, or to cease making the Service available.

6. Miscellaneous

- (a) Links to Other Services. EIT Health may provide links to websites operated by third parties, including but not limited to, websites operated by EIT Health as a convenience for our users. EIT Health does not endorse or accept responsibility for the content or the use of third-party websites. If you use third-party sites, you do so solely at your own risk. Links do not imply that EIT Health is affiliated or associated with any linked site.
- (b) Use of EIT Health Names. Except as specifically permitted by these Terms of Use, you may not use or register any name, logo or insignia of EIT Health or any of its schools or subdivisions for any purpose except with our prior written approval and in accordance with any restrictions required by EIT Health.
- (c) Governing Law. These Terms of Use, and any claim or dispute that arises from or relates to your use of the Service, will be governed by the laws of Massachusetts, without regard to its conflicts of laws principles. You agree that all such claims and disputes will be heard and resolved exclusively in courts sitting in Middlesex or Suffolk County, Massachusetts. You consent to the personal jurisdiction of such courts over you for this purpose, and waive and agree not to assert any objection to such proceedings in such courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).
- (d) Change of Terms of Use. Please note that these Terms of Use are subject to change without notice from time to time. Any changes will be posted to this page. Your use of this Service or any Service Content after any changes have been made will constitute your agreement to the modified Terms of Use.
- (e) Severability; Entire Agreement. If any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. Your rights under these Terms of Use are personal, non-exclusive and non-transferable. Headings are for reference purposes only and in no way define or limit the scope or extent of any provision of these Terms of Use. EIT Health's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Except as otherwise expressly provided in these Terms of Use, nothing herein shall be deemed to confer any third-party rights or benefits. These Terms of Use set forth the entire understanding and agreement between you and EIT Health with respect to the subject matter hereof.

## EITHealthAlumni App End User License Agreement

This End User License Agreement (“Agreement”) is between you and EITHealthAlumni and governs use of this app made available through the Apple App Store. By installing the EITHealthAlumni App, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the EITHealthAlumni App.

In order to ensure EITHealthAlumni provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content. If you see inappropriate content, please use the “Report as offensive” feature found under each post.

### 1. Parties

This Agreement is between you and EITHealthAlumni only, and not Apple, Inc. (“Apple”). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Apple has the right to enforce this Agreement against you. EITHealthAlumni, not Apple, is solely responsible for the EITHealthAlumni App and its content.

### 2. Privacy

EITHealthAlumni may collect and use information about your usage of the EITHealthAlumni App, including certain types of information from and about your device. EITHealthAlumni may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of the EITHealthAlumni App.

### 3. Limited License

EITHealthAlumni grants you a limited, non-exclusive, non-transferable, revocable license to use the EITHealthAlumni App for your personal, non-commercial purposes. You may only use the EITHealthAlumni App on Apple devices that you own or control and as permitted by the App Store Terms of Service.

### 4. Age Restrictions

By using the EITHealthAlumni App, you represent and warrant that (a) you are 17 years of age or older and you agree to be bound by this Agreement; (b) if you are under 17 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of the EITHealthAlumni App does not violate any applicable law or regulation. Your access to the EITHealthAlumni App may be terminated without warning if EITHealthAlumni believes, in its sole discretion, that you are under the age of 17 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child’s use of the EITHealthAlumni App, you agree to be bound by this Agreement in respect to your child’s use of the EITHealthAlumni App.

### 5. Objectionable Content Policy

Content may not be submitted to EITHealthAlumni, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or



alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

## 6. Warranty

EITHealthAlumni disclaims all warranties about the EITHealthAlumni App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, EITHealthAlumni not Apple, shall be solely responsible for such warranty.

## 7. Maintenance and Support

EITHealthAlumni does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, EITHealthAlumni, not Apple, shall be obligated to furnish any such maintenance or support.

## 8. Product Claims

EITHealthAlumni, not Apple, is responsible for addressing any claims by you relating to the EITHealthAlumni App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the EITHealthAlumni App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

## 9. Third Party Intellectual Property Claims

EITHealthAlumni shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the EITHealthAlumni App. To the extent EITHealthAlumni is required to provide indemnification by applicable law, EITHealthAlumni, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the EITHealthAlumni App or your use of it infringes any third party intellectual property right.