

## Terms and Conditions

Our Terms and Conditions were last updated on 01/09/2023.

Please read these terms and conditions ("Terms", "Agreement") carefully before using this mobile application (the "Service" or the "App") operated by INLECOM INNOVATION ("us", "we", or "our", "the Company"), a company registered in Greece at Tatoiou 11 Kifisia, Athens 14561.

AND

this wearable (the "Service") operated by University of Patras ("us", "we", or "our", "the Company"), a university registered in Greece at University Campus Rio Patras, Rio Patras 265 04.

This Agreement sets forth the legally binding terms and conditions for your use of the SAVE THE WORLD application (the "Service" or the "App") and the wearables (the "Service").

IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

### **OUR SERVICES**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The purpose of our Services is related with your participation in a study, part of the SynAir-G program (GA 101057271), which will associate indoor air quality determinants and their interactions with health outcomes in school-age children. The SynAir-G child study is a real-life observational study with the aim of prospectively associate indoor air pollutant variability and potential synergies with general, respiratory, immune, and mental health outcomes in school children. The App supports the aforementioned study, by posing simple questions about the child's health and pairing the wearable devices selected by the cohort to each user

### **ACCEPTANCE OF TERMS**

a. By downloading and using the App/Service, you agree to be bound by these terms and conditions, as well as any applicable laws and regulations.

b. Supplemental terms and conditions or documents that may be posted on the Service are hereby expressly incorporated herein by reference. The Company reserves the right, in its sole discretion, to make changes or update these terms and conditions from time to time. Any changes will be available by updating the 'Last updated' date of these Legal Terms. It is your responsibility to periodically review these Legal Terms to stay informed of updates. Your continued use of the app following such updates constitutes your acceptance of the revised terms.

c. These terms and conditions constitute the entire agreement between you and us regarding your use of the App and supersede any prior agreements or understandings, whether written or oral.

## **LICENSE**

a. Subject to your compliance with these Legal Terms, including the 'PROHIBITED ACTIVITIES' section below, we grant you a non-exclusive, non-transferable, revocable licence to use the App for your personal, non-commercial use or intended business purpose. You may not modify, distribute, sell, or exploit the App or any of its content for any commercial purpose without the prior written consent of the Company.

Except as set out in this section or elsewhere in our Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

b. Our App/Service is provided on an "as-is" basis and we make no warranties or representations of any kind, either express or implied, regarding the use, performance, or functionality of the App/Service.

c. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services. We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

d. There may be information on the Services that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

e. You are solely responsible for ensuring that your device meets the minimum system requirements for using our App.

f. We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **TERMINATION**

The Company may terminate your access to the App/Service at any time without notice or liability.

These Legal Terms shall remain in full force and effect while you use the App/Services. Without limiting any other provision of these legal terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the services (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these legal terms or of any applicable law or regulation. We may terminate your use or participation in the services or delete any content or information that you made available at any time, without warning, in our sole discretion.

## **USER CONTENT**

You are solely responsible for any content you submit or post on the App/Service. You retain all ownership rights in your content, but by submitting or posting it, you grant INLECOM, University of Patras (UoP) and the cohort participating research centers a license to use, reproduce, modify, adapt, translate, create derivative works from, solely for the purposes described in the SynAir-G project listed in the consent form.

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Legal Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

## **LINKS TO OTHER WEBSITES**

Our App/Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any

such web sites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **INTELLECTUAL PROPERTY**

The App/Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors, or other providers of such material and are protected by copyright, trademark, and other laws of both Greece and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## **PRIVACY POLICY**

a. Our App may collect personal information from you, such as your unique SynAir-G ID, answers to the questionnaires, health and biometric data from Garmin wearable devices or any other information that you provide to us. We will use this information only for the purposes of providing you with the app and the research conducted under the SynAir-G project (GA 101057271) that you are part of.

b. We will not share your personal information with any third parties without your consent.

c. By using the App, you agree to the privacy policy posted on the Services, which is incorporated into these Legal Terms. Please be advised the Services are hosted in Greece. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Greece, then through your continued use of the Services, you are transferring your data to Greece, and you expressly consent to have your data transferred to and processed in Greece.

d. The General Data Protection Regulation (GDPR) and UK GDPR require us to explain the valid legal bases we rely on in order to process your personal information. As such, we may rely on the following legal bases to process your personal information:

**i) Consent.** We may process your information if you have given us permission (i.e., consent) to use your personal information for a specific purpose. You can withdraw your consent at any time.

**ii) Legitimate Interests.** We may process your information when we believe it is reasonably necessary to achieve our legitimate business interests and those interests do not outweigh your interests and fundamental rights and freedoms. For example, we may process your personal information for some of the purposes described in order to:

1. To generate new knowledge on chemical and biological indoor air pollutants and their main sources, focusing on synergistic interactions affecting health outcomes, in children of different socioeconomic backgrounds across Europe.
2. To develop user-and environmentally friendly solutions for indoor air quality monitoring and timely interventions, including personalization for vulnerable populations
3. To disseminate the generated knowledge and potential solutions to public authorities, policy makers, consumer protection entities, patient associations and the society, inaccessible and actionable formats, including databases, guidelines and air quality standards

## PROHIBITED ACTIVITIES

- a. You may not use the App for any illegal or unauthorized purpose, including but not limited to copyright infringement or the distribution of malware.
- b. You may not engage in any activity that interferes with or disrupts the App, servers, or networks connected to the App.
- c. More specifically, as a user of the Services, you agree not to:
  - Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
  - Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
  - Content or enforce limitations on the use of the Services and/or the Content contained therein.
  - Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
  - Use any information obtained from the Services in order to harass, abuse, or harm another person.
  - Make improper use of our support services or submit false reports of abuse or misconduct.
  - You may not in the use of the App in any way, violate any laws or regulations in your jurisdiction.
  - Engage in unauthorised framing of or linking to the Services.
  - Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
  - Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
  - Delete the copyright or other proprietary rights notice from any Content.
  - Attempt to impersonate another user or person or use the username of another user.
  - Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
  - Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
  - Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
  - Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.

- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorised script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Sell or otherwise transfer your profile.

#### **DISCLAIMER OF WARRANTIES**

The App and its content are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

You agree that your use of the services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. We make no warranties or representations about the accuracy or completeness of the services' content or the content of any websites or mobile applications linked to the services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the services, (3) any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the services, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the services by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the services. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgement and exercise caution where appropriate.

#### **GOVERNING LAW AND JURISDICTION**

a. These Legal Terms are governed by and interpreted following the laws of Greece. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. INLECOM INNOVATION/UoPand yourself both agree to submit to the non-exclusive jurisdiction of the courts of Athens, which means that you may make a claim to defend your consumer protection rights in regards to these Legal Terms in Greece.

b. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Greece. The European Commission provides an online dispute resolution platform, which you can access. If you would like to bring this subject to our attention, please contact us ([contact@inlecom.gr](mailto:contact@inlecom.gr)).

### **INFORMATION SAFETY**

We have implemented appropriate and reasonable technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the Services within a secure environment.

### **LIMITATION OF LIABILITY**

The Company shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use or inability to use the app, even if the Company has been advised of the possibility of such damages.

### **INDEMNIFICATION**

You agree to indemnify and hold the Company harmless from any claims, damages, losses, or expenses, including attorney's fees, arising out of or in connection with your use of the App or any violation of these terms and conditions.

If you have any questions or concerns about these terms and conditions, please contact us at [contact@inlecom.gr](mailto:contact@inlecom.gr).

If you have any technical questions or concerns about the collection of data from Garmin wearable devices, please contact the University of Patras, Greece, Primary investigator: prof Sotiris Nikolettseas, [nikole@cti.gr](mailto:nikole@cti.gr).

If you have any questions or concerns about the research process please contact the local research centers:

- Greece: National and Kapodistrian University of Athens (NKUA), Department of Allergy and Clinical Immunology Unit, 2nd Pediatric Clinic, Primary investigator: Dr Paraskevi Xepapadaki, [vickyxepapadaki@gmail.com](mailto:vickyxepapadaki@gmail.com)
- France: Centre Hospitalier Universitaire Montpellier, Primary Investigator: Isabella Annesi Maesano, [isabella.annesi-maesano@inserm.fr](mailto:isabella.annesi-maesano@inserm.fr)

- Finland: University of Oulu, Department of Oulun Yliopisto, Primary Investigators: Tuomas Jartti, [ttjartti@utu.fi](mailto:ttjartti@utu.fi)
- Georgia: Center for Allergy and Immunology Research, Primary Investigator: Maia Gotua, [maiagotua@gmail.com](mailto:maiagotua@gmail.com)
- United Kindom: The University of Manchester, Department of Division of Immunology, Immunity to Infection and Respiratory Medicine, Primary Investigator: Angela Simpson, [Angela.Simpson@manchester.ac.uk](mailto:Angela.Simpson@manchester.ac.uk)