

Terms of Use MoveApp

Last updated 31 May, 2022

These are the terms of use ("**Terms of Use**") for an app developed by a researcher of Ghent University ("**MoveApp**" or "**the app**"). Ghent University is a Public Institution with Legal Personality under Belgian law, whose registered office is located at Sint-Pietersnieuwstraat 25, 9000 Gent, and which is registered in the Crossroads Bank for Enterprises under number 0248.015.142 ("**Ghent University**", "**we**", "**us**", or "**our**"),

The MoveApp is intended to collect subjective medical information in combination with people's motivation to perform in physical activity, in order to generate recommendations for physical activity. The app is designed as part of a research study of the research group "WAVES" of the Department of Information Technology, Ghent University ("**the study**"). You can only download, install and use the app when you were invited to participate in the study and after agreeing to these Terms of Use.

These Terms of Use apply to any access or use to the MoveApp and to all information or use thereof.

ACCEPTANCE AND MODIFICATION OF THE TERMS OF USE

These Terms of Use constitute a legally binding agreement between you and Ghent University concerning your access to and use of the MoveApp. By accessing and by using the app, you are deemed to have read, understood, and accepted to be bound by these Terms of Use. The app may only be used in accordance with these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM PARTICIPATING IN THE STUDY AND USING THE APP AND YOU MUST DISCONTINUE USE IMMEDIATELY AND REFRAIN FROM ANY FURTHER USAGE.

The app is intended for users who are at least 18 years old and under the age of 65. Persons under the age of 18 or over the age of 65 are not permitted to access or use for the app.

The app provides an initial screening screen where you have to answer health related questions (indicated with a *). Only if you answer 'no' honestly to all these question, you can use this app. People who answer one or more times 'yes' to these questions are not permitted to access or use for the app.

Ghent University may adapt, modify or supplement the content of these Terms of Use at any time without announcement or notice. We ask the user to regularly review the Terms of Use. This version of the Terms of Use was last modified on 31 May, 2022.

CONTENT OF THE APP

The information provided on or via our app contains suggestions for physical activities, automatically generated based on data collected through the app. The information is automatically generated by a computer and not by a professional, and cannot be regarded as medical, professional, legal advice or its equivalent. The use of the information in the suggestions on our app is at your own risk. Users of MoveApp can always choose to ignore these suggestions. Do not rely on the generated suggestions in this app to start engaging in the suggested physical activity. Never rely on the suggestions in place of seeking professional medical advice.

Ghent University strives to present the information on its app as complete, correct, accurate and up-to-date as possible. Despite these efforts, we cannot guarantee that the information is complete, correct and up-to-date at all times and that there are no inaccuracies in the information provided. Should the information provided contain inaccuracies or should certain information on the app be unavailable, Ghent University will make reasonable efforts to rectify this as soon as possible. If you notice any inaccuracies, you can always communicate this to us by email to ine.coppens@ugent.be.

The content of the app may be adapted, modified, removed or supplemented at any time without announcement or notice.

MEDICAL DISCLAIMER

The app is not designed to and does not provide medical advice, professional diagnosis, opinion, treatment or services to you or to any other individual. MoveApp generates a list of suggested physical activities, which the user does not have to execute. This list is a suggestion, automatically generated by a computer, and not medical

or professional advice. Users of MoveApp can always choose to ignore these suggestions. Do not rely on the generated suggestions in this app to start engaging in the suggested physical activity. Never rely on the suggestions in place of seeking professional medical advice. You must consult a doctor before engaging in physical activity when you failed the medical health screening questions (one or more times 'yes' as the answer), and you cannot use this app in that case.

Through the app, Ghent University collects subjective medical information for research purposes only. The submission of your subjective medical information in the app is not a substitute for medical or professional care, and you should not use the app in place of a visit, call consultation or the advice of your qualified and licensed physician or other healthcare provider. Ghent University is not liable or responsible for any advice, course of treatment, diagnosis or any other information, services or product for the subjective medical data you submitted in the app. Submitting subjective medical information, both physical and mental, in MoveApp does not establish a doctor-patient relationship.

If you believe you have any health problem, a medical emergency or if you have any questions regarding your health or a medical condition, you should promptly consult your physician, other healthcare provider or the medical emergency services. Do not rely on electronic communications or communication through this app for immediate, urgent medical needs. This app is not designed to facilitate medical emergencies. Never disregard medical or professional advice, or delay seeking it, because of something you entered in the app. Never rely on information submission in this app in place of seeking professional medical advice. You should also ask your physician or other healthcare provider to assist you in interpreting any information in the app or in applying the information to your individual case. We respect your privacy and we will not take the initiative ourselves for contacting medical help.

LIABILITY

You assume full responsibility for entering your subjective medical information on the app, both physical and mental health information, and you understand and agree that Ghent University is not responsible or liable for any claim, loss or damage resulting from its use by you or any other user.

You are responsible for choosing to execute the suggested physical activities that are automatically generated by the app, and you understand and agree that Ghent University is not responsible or liable for any claim, loss or damage resulting from executing the suggested physical activities by you or any other user.

You are responsible for answering the screening health questions honestly when having installed the app. When you have answered one or more times 'yes', you must consult a doctor before engaging in physical activity and you cannot use this app. Ghent University is not responsible for providing physical activity recommendations to people who did not honestly answer all the health questions with 'no'.

You are responsible for taking reasonable steps to ensure that no unauthorized person has access to your device and the app installed on it. It is your sole responsibility to control the use this app, to authorize, monitor and control access to and use of your app account.

Neither Ghent University nor anyone who works at Ghent University is liable for any incorrect or incomplete information on the app. They are also not liable for any damage that might directly or indirectly arise or result from your wrongful use of our app or its content.

Ghent University does not guarantee for the proper functioning or constant accessibility of the app and cannot be held liable if this is not the case, regardless of its cause (for example, technical malfunctions or viruses).

Ghent University disclaims all liability for the content, operation and functionality of third-party websites or software that may be accessible through our app. Ghent University is also not liable for damage caused by the failure of electronic communication via the app, such as a delays, interceptions or manipulations of third parties related to that communication.

Ghent University is not liable for damage resulting from the use of this app caused by third parties, including but not limited to viruses, computer crimes or hacking.

Ghent University does not intentionally or knowingly collect personal information from persons under the age of 18 or over the age of 65. If you are under the age of 18 or over the age of 65, you cannot participate in the study and use the app.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the app is our intellectual property and all source code, content, trademarks, logos, drawings, data, product or company names, databases, functionality, software, app designs, audio, video, text, photographs, images and graphics in the app and the study (collectively, the “Content”) are protected by intellectual rights and belong to Ghent University or entitled third parties. The Content is provided in the app “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the app and no Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose without the express written permission of Ghent University.

Provided that you are eligible to use the app, you are granted a limited license to access and use the app and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. Any other reproduction of all or part of this content and/or design is prohibited without the prior, written and express permission of Ghent University. A request for this must be sent by email to ine.coppens@ugent.be. In the event of an infringement of Ghent University's intellectual property rights, Ghent University will be obliged to immediately take all necessary measures to put an end to such infringements and to compensate the damage.

We reserve all rights not expressly granted to you in and to the app and the Content.

SOFTWARE AND DOWNLOAD

This app is only available for mobile Android devices. Depending on the version of the app, the app can only be installed on Android version 7.0 or higher. Check with the researchers what the minimum Android version of your device has to be. Refer to the instruction manual for information about the installation and operation of the app.

The app is only available for download through the link provided on the website shared with possible participants. You are only allowed to download and install the app when you were invited by Ghent University to participate in the study. Refrain from downloading the app or remove the app immediately from your device in case you were not invited to participate.

You have the right to terminate your participation to the study at any time. The actions required to terminate your participation are explained in the instruction manual. Upon your request to terminate your account, the app will deactivate or delete your account and information from our active databases.

If you are having trouble installing or using the app, refer to the instruction manual or instruction video provided on the website: <https://moveapp.ugent.be/>. You can also always contact the researchers through ine.coppens@ugent.be when encountering technical difficulties. Please also report any errors present in the app. We cannot guarantee the app is error-free, malware-free or virus-free and that it cannot be hacked. We cannot guarantee that the app does not cause any problems when installed on your smartphone like battery draining, problems when receiving notifications, unexpected shutdown of the app, wrong location or step data being collected or errors when making connection to the used services. If the app is causing too many problems on your smartphone, please report this to the researchers and uninstall the app from your device.

USER REPRESENTATIONS

By using the app, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the app through automated or non-human means, whether through a bot, script, or otherwise; (4) you will not use the app for any illegal or unauthorized purpose; and (5) your use of the app will not violate any applicable law or regulation.

PROHIBITED ACTIVITIES

You may only access or use the app for the purposes predetermined by Ghent University, as explained in these Terms of Use or in the instruction manual or instruction video provided on the website. The app may not be used in connection with any commercial endeavors.

If you access 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 these Terms of Use.

You shall not: (1) 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 endeavor, 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.

PRIVACY POLICY

We care about data privacy and security. Please read our Privacy Policy carefully. A link to the Privacy Policy is provided in MoveApp and can also be found here <https://moveapp.ugent.be/PrivacyPolicy.pdf>. This Privacy Policy must be read in conjunction with our Cookie Policy, which can be found here <https://moveapp.ugent.be/CookiePolicy.pdf>. The Privacy Policy and Cookie Policy can also be requested in the Information page of the MoveApp or on the website. The app will only grant you permission to use it when you indicate you have read the Privacy Policy and Cookie Policy.

APPLICABLE LAW AND COMPETENT COURT

By using the MoveApp, you acknowledge that its content is governed solely by Belgian law and will be interpreted in accordance with Belgian law. In case of dispute, only the courts of the judicial district of Ghent are competent.

CONTACT US

In order to resolve a complaint regarding the app or to receive further information regarding use of the app, or these Terms of Use, please contact us at: ine.coppens@ugent.be.