



TERMS OF USE

SYSTEM SENDD

1. General provisions

TIS Grupa d.o.o. and Polyclinic Sabol for Children's Diseases ("Service Providers") providers of service of the analysis and assessment of the quality of spontaneous infant fidgeting movements (hereinafter referred to as the Service) using system "System for Early Neurological Deviation Detection – SENDD" (hereinafter referred to as the SENDD System), would like you to be familiar with these Terms of Use, together with the Personal Data Protection Policy, Privacy Policy, and other applicable documents. Service providers set terms of use under which users can access and use services offered or operated by Service Providers.

SENDD system include SENDD web application ("Web app") with accompanying functionalities for providing the Service, website sendd.eu ("Website"), and mobile application ("Mobile app") available for Android and iOS.

Please read the Terms of Use carefully before you start using our SENDD System; Web app, Website, or Mobile app. By registering to use SENDD system, you acknowledge that you are at least 18 years old and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you cannot access or use the SENDD System; Web app, Website, or Mobile application.

Any term in these Terms of Use is subject to change at any time. You will be notified of any changes or updates to the Terms of Use. Please review these Terms of Use upon notification of change.

By accepting these Terms of Use, the User confirms that he is aware that the results resulting from the use of parts of SENDD system; Web app and Website do not constitute a definitive diagnosis and service providers cannot be held liable for any health problems.

2. Users and user accounts

To access the SENDD System the User must create his user account by entering his first and last name, address, city, country, email, and mobile phone number (common "**Account Information**"). All Account Information provided by Users regarding the Web app, Mobile app, and Website are subject to the Privacy Policy. The user will be assigned a user account that requires a username (e-mail address) and password. The user is responsible for all activities that occur in his user account.

For the User to create a User Account, he must be of age (18+). The user agrees that the account information they provide, including during registration and all information they enter in any of parts of SENDD System, will be, at any given time, true, accurate, up-to-date, and complete.

The user may not transfer or share the account password with anyone. The user is responsible for maintaining the confidentiality of the account password and for all activities that occur in their account.



Service providers reserve the right to take any action, which they deem necessary or reasonable, regarding the security of the Web app, Website, and Mobile app their account information. In any case and under no circumstances will Service Providers be liable to the User for any obligations or damages arising from his use of the Web app, Website, and Mobile app his use of account information or disclosure of account information to a third party. By using the Web app, Website, and Mobile app the User agrees to all actions taken by the Service Providers in connection with your data, in accordance with the Privacy Policy and the Personal Data Protection Policy

The user shall not use someone else's account at any time.

3. Realization of the Service

For the successful realization of the Service, video recordings are required, and each submitted video recording must meet the technical and child conditions (hereinafter referred to as "SENDD Conditions") listed on the SENDD website, specified before the start of the actual recording of the child through the Mobile application and/or when transferring the video recording to the SENDD System.

After the successful payment for the Service according to the selected model, it will be realized if the User uploads at least 3 video recordings of the child's fidgeting that meet the SENDD Conditions into the SENDD System. Each submitted video recording will be separately analyzed and checked to see if it meets the SENDD Conditions.

4. Communication

By ticking the "I agree" box, the User confirms that they are familiar with and accepts the Terms of Use, the Privacy Policy, the Personal Data Protection Policy, Consent, and/or any other forms made available on the Website or Web or/and Mobile app, and that such acceptance is equivalent to the User's signature. By withdrawing consent, the User deactivates his account, and the Service Providers will then contact him only in connection with the exercise of his rights under Regulation (EU) 2016/679 of the European Parliament and the Council as of 27 October 2016. April 2016 on the protection of individuals in relation to the processing of personal data and the free movement of such data and the repeal of Directive 95/46/EC (GDPR).

The User is aware that Service Providers will communicate with him electronically, including but not limited to e-mail, using the address provided by the User when registering and exceptionally, by phone, using the number provided by the User when registering.

Service providers recommend using the Web app and Mobile app to transmit video recordings, medical documentation, health data and other sensitive personal data and documents, as this is the only way to ensure the security of such transmission. Service providers cannot ensure the security or confidentiality of emailed messages. In special circumstances (e.g., when additional information about uploaded documentation is required) communication with the User may also take place by e-mail or telephone.

Information relating to medical data and medical records is stored on secure, encrypted servers maintained by Service Providers.

5. International Users (Global Compliance)

The Web app, Mobile app, and Website are controlled, managed, and administered by service providers. If the Web app, Website, and Mobile app are accessed by the User from a location outside the European Union, he/she is responsible for complying with all local laws. The User may not use the Web app, Website, and Mobile app or export content or products in violation of EU laws and regulations.

6. User Usage and Behavior Policy

The User may use the services provided by the Service Providers only for purposes that comply with these Terms of Use, applicable law, and established customs. The user is responsible for his activities related to the use of the Web app and Website. The User may not copy, modify, publish, or reproduce the Web app, Website, and Mobile app in whole or in part. In addition, the User agrees to comply with all applicable local, national, and international laws and regulations relating to the use or activities on the Web app, Mobile app, and Website.

Service providers shall not be liable to the User or any third party for the content or accuracy of any material published by itself or for whose publication it has consented to the Service Providers. Service providers have the right to remove any material they assess as not complying with the quality standards set out in these Terms of Use.

The User guarantees service providers that they will not enter content whose publication or use violates any applicable third-party law or rights. The user guarantees that the uploaded content does not infringe any (intellectual property rights) of a third party and that he does not have only a transient right to use it for reproduction, distribution or available.

The user is responsible for his own content.

The user will:

- have sole responsibility for the accuracy, quality, integrity, legality, reliability, ownership, and suitability of all data it provides
- maintain the confidentiality of the password and user account information
- do everything in their power to prevent unauthorized access or unauthorized use of the Web app, Website, and Mobile app and, upon knowledge, immediately notify Service Providers of such unauthorized use and
- comply with all applicable local, state, and federal laws in the use of the applications, Website and other services.

The User may not, without the prior written consent of the Service Provider:

- copy, reproduce, use or otherwise process any content on the Web app, Mobile app, and Website;
- modify, distribute or re-publish any content on the Web app, Mobile app, and Website for any purpose or
- use content on the Web app, Mobile app, and Website for any commercial purpose.



- use the Web app, Mobile app, and Website for commercial purposes or to advertise medical services and medicines. This is the exclusive right of the Service Provider and the Partner of the Site and is granted with the consent of the Service Provider.

The user agrees not to:

- perform any activities that may disrupt the proper functioning of the Web app, Mobile app, and Website, interfere with security or otherwise abuse the Web app, Website or any services, system resources, accounts, servers or networks connected or accessible through the Web app and Website;
- use reverse engineering, decompile, disassemble, translate or otherwise try to gain access to the source code of the Web app, Mobile app, and Website;
- copy, reproduce, modify, create derivative works or otherwise modify the Web app, Mobile app, and Website;
- will not rent, loan, distribute or otherwise provide others with access or with any aspect of Web app, Mobile app, and Website;
- independently and/or with the help of third parties, modify, bypass or break the security systems of the Web application, Mobile application, and the Website, or take actions that affect the Web app, Mobile app, and Website in a way that may cause damage and/or overload of the Web app, Mobile app, and Website;
- access the Web app, Mobile app, and Website by unauthorized means, including, but not limited to, using an automated device, script, bot, spider, creeper or scraper;
- collect or enter personal information about children/wards over whom they do not receive parental care;
- transfer content owned by another person, unless he has obtained his or her explicit permission;
- interfere with the user experience of any other user of the Web app, Mobile app, and Website or related Websites, products or services;
- transmit, publish or otherwise transmit any virus or other harmful, disruptive or destructive files;
- use framing techniques to attach any trademark, Service Provider logo or other proprietary information (including images found on the Web app, Mobile app, and Website, content of any text or layout/design of any page or form contained on the site, screen or otherwise) without the express written consent of the Service Provider;
- use meta tags or any other "hidden text" using the Provider's name, trademark or product name without the express written consent of the Service Provider;
- to deeplink to the Web app, Mobile app, and Website without the express written consent of the Service Provider;
- create or use a fake identity in the Web or Mobile app, share account information, or allow any other person to use their user account to access the Web app;
- attempt to gain unauthorized access to the Web app or Mobile app or its parts that have been prevented from accessing the
- publish material that is knowingly false and/or defamatory, inaccurate, offensive, vulgar, hateful, disturbing, obscene, profane, sexually oriented, threatening, invasive to a person's privacy, or otherwise violates any law and
- publish copyrighted materials, unless copyright is owned by the User or the Service Provider.



Any dissemination of illegal content by users through the Web app, Mobile app, and Website is prohibited. In particular, the user may not enter content in the Web app or the Mobile app that:

- violates the personal rights and interests of third parties or incites hatred on racial, ethnic, religious or cultural grounds or on the basis of sexual orientation,
- contains or promotes pornography and violence,
- represents advertising or advertisements,
- violates applicable pharmaceutical and medical laws and
- infringes rules widely accepted by the online community.

The User agrees not to hold accountable and to indemnify the Service Providers and their associates concerning all valid requests based on illegal content uploaded by the User to the Web App or Mobile app. The User will fully compensate for the damage caused by the content entered the Web app or Mobile app which includes the costs of the procedure.

7. Service Provider's responsibility for uploaded content

Service providers are doing everything possible to ensure the continuous functioning of the Web app or Mobile app, and Website. Service providers emphasize that downtime of the Web app or Mobile app, and Website may occur due to data updates, error fixes and maintenance work.

As Service Providers cannot directly control content uploading, it follows that Service Providers cannot accept any liability for the content, accuracy, and form of such content.

Service providers may reject, upload, shorten or delete user content at any time.

8. Content uploaded into the Web application and the Mobile application

Video footage, medical documentation, contact information, photographs, comments or other content uploaded by the User into the Web App or Mobile app ("Entered Content"), Service Providers will not use this content and its elements in connection with its business, including advertising in any media, including printed publications, presentations, promotional materials, events and related marketing materials, television and cinema advertisements, videos, applications or Websites, worldwide without the prior consent of the User.

Service providers will not, without the prior consent of the User, transfer the rights to use the transferred content to any third party, including any of their subsidiaries or affiliates.

Detailed use of user data is described in our privacy policy.

9. Data and technical requirements entered (SEND D conditions)

To use the services correctly, the User must meet all the following minimum criteria:

- computer with standard specifications for internet use,
- internet access,
- access to e-mail,



SEND D

- Firefox Web browser, Google Chrome, Safari, Microsoft Edge (which supports HTML documents and includes the option to accept "cookie" files) and/or other software, especially working on mobile devices,
- support for reading files in "pdf" format.

Technical conditions:

- High camera resolution (HD recommendation),
- Good lighting without too strong contrasts of light,
- Duration of the individual recording of at least 2 minutes to more,
- It is recommended to make multiple individual shots through the age of the child 2-3 months,
- Recommended total duration of all recordings combined 10-15 minutes (or more),
- Shooting from a bird's eye view with a child in the middle of the frame with all the extremities in the frame,
- As little camera movement as possible (if recorded from the hand).

Children's conditions:

- Active, vigilant and good-humored condition of the child (in crying and resisting it is not possible to estimate),
- Lying on the back on a flat surface,
- Lightly dressed (diapers, body), preferable without sleeves and e-mails,
- Without external influences on behavior (e.g., visual, or sound stimulation of toys or by parents, cheating pacifier...),
- Preferred as monotony environment so as not to attract attention,
- No objects around that can interfere with boiling, e.g. by getting drunk or catching them.

Service providers are not responsible for the improper functioning of the service due to the use of devices that do not meet the technical criteria.

Service providers have the exclusive right to format the content of the Web app, Mobile app, and Website. Service providers have the right to modify and/or delete any content and features of the Web or Mobile Application and Website.

10. Confidentiality and non-confidential information

Service providers will use and protect the Personal Data of the User in accordance with the Privacy Policy available on www.sendd.eu/privacy. The User agrees that, without the written approval of the Service Provider, he will not disclose confidential information from the Service Provider, which includes information related to the Service Provider's software, documentation or information relating to prices, discounts, software errors and other competing or proprietary data (i.e. business, technical or financial information) or information that a reasonable person would conclude to be confidential.

Any other communication or material entered by the User into the Web or Mobile App such as questions, comments, suggestions or the like will be considered non-confidential and Service Providers will have no obligation in relation to such information. Service providers reserve the right to use all ideas, concepts,

know-how or techniques contained in such communication for any purpose, including, but not limited to, development, production and marketing products.

11. Limitation of liability

By accepting these Terms, the User confirms that he/she is familiar with the service he uses through the Web app, Mobile app, and Website and does so at his own risk. Unless otherwise provided for in the applicable regulations, the Service Provider's liability is limited to cases of proven intent or gross negligent negligence. Service providers may not be liable for ordinary negligence and/or any indirect damage and/or loss of profit incurred by the User or a third party. Service providers will not be liable in any case for damages resulting from the use of the Web app, Mobile app, and Website or the inability to use the Web app, Mobile app, and Website.

Where the sole liability of the Service Provider is established, such liability also applies to all related persons - the company, its officers, directors, employees, agents, contractors or Third-Party Service Providers specifically waive all warranties and conditions, whether expressed or implied. No oral advice given by a company, its officers, directors, employees, agents, contractors, or third-party service providers constitutes an official opinion of the Service Provider.

Service providers are not responsible for:

- actions or omissions of users in relation to official information and instructions provided through the Web app, Mobile app, and Website,
- defective or inadequate result due to hardware or software malfunctions of the User,
- the authenticity, reliability, correctness and completeness of the data and information that Users upload to the Web or Mobile app,
- damage caused by actions of third parties for which service providers are not responsible,
- damages incurred in connection with the provision of services listed in the advertising, promotional and informative content of the Web app, Mobile app, and Website, in particular services performed improperly, in violation of the required standards and legal regulations,
- interruptions in the functioning of the Web app, Mobile app, and Website for reasons beyond the control of the Service Provider, in particular force majeure,
- any damage arising from the use of Web app, Mobile app, and Website by the user in a manner that is against the law or the Terms of Use,
- Content placed on Websites hosted on other non-Service domains that are hyperlinked to the Web app and Website.

The User may use third-party Websites and Services through the Web app and Website using applications relating to such Websites or Services. Service providers are not a contracting party to any electronic service agreements concluded between the user and a third party and are not responsible for such services.

The service provider's responsibility for providing the service is regulated in the relevant legal uses, and these Terms of Use should not be construed as reasons for granting additional guarantees or extending the rights of users beyond legal requirements.

12. Intellectual property

The visitor has the right to access the Website, and the User has the right to access the Website, and the right to use the Web or Mobile application as regulated by these Terms of Use. All documentation provided to him by the Service Providers is used by the User solely for his personal use of the Web app, website, and services by these Terms of Use. Rights to Web or Mobile app, and the Website, including proprietary rights to patents, copyrights, trademarks, trade secrets, Service Provider hardware or third parties, other technologies, and any derivatives are the exclusive property of the Service Provider and/or a Third Party.

Trademarks, SEND D app tags, Sites, services, graphics, and logos used in connection with the apps, Sites, and Services are trademarks of their respective owners. The User and the Visitor do not have the right to use any of the above trademarks, and any use of such trademarks.

The User and the Visitor are familiar with and agree that all texts, graphics, photographs, trademarks, logos, visual interfaces, works of art, computer code, and any other related content contained on WebApp and Website or Mobile app are owned by the Service Provider, its Service Providers or the Third Party and are protected by copyright, patent and trademark laws and various other intellectual property laws and unfair competition.

Any reproduction, publication, further distribution, or public exposure of materials published through the Web app, Mobile app, and Website, in whole or in part, is strictly prohibited. No part of the Web app, Mobile app, and Website and any content may be copied, reproduced, uploaded, published, publicly displayed, encrypted, translated, distributed, or transmitted in any other way (including "mirroring") to any other computer, server or other publishing or distribution media or for any commercial enterprise, without the express prior written consent of the Service Provider or applicable owner.

13. Deactivate user account and terminate

The User can deactivate his account by contacting contact@sendd.eu from the user's email address. After deactivating the account, the information that can identify you will be removed.

Service providers have the right to unilaterally deactivate the User Account with notice to the User with immediate effect if the User violates the Terms of Use and/or if his activities violate established customs or his activities are harmful to service providers or other users. Service providers reserve the right to compensation for the damage incurred.

Backups of the data entered by the User into the Web or Mobile App will be removed from the Service Provider's server based on an automated schedule, meaning they can be kept in the Service Provider's archive for a short time.

Service providers may continue to use the user's de-identified data after it deactivates their account. De-identified personal data is completely anonymized or pseudonymized and can no longer be identified by the User and his/her child/protégé. It is important to note that backups are deleted only after the deactivated account.



The user has the right to withdraw his consent to the processing of personal data at any time by sending [a request \[privacy@sendd.eu\]\(mailto:a.request.privacy@sendd.eu\)](mailto:a.request.privacy@sendd.eu) the user's email address. Withdrawing consent results in deactivating the User Account. **Privacy Policy and Privacy Policy** [link] describe in more detail the rights that the User has as the Data Subject.

14. Complaints and disputes

All complaints relating to services provided electronically by service providers under these Terms of Use may be submitted in writing to this e-mail address: [contact @sendd.eu](mailto:contact@sendd.eu).

To be properly processed, the complaint must contain minimal information about the user (name, surname, email address), subject matter and reasons for the complaint.

Service providers reserve the right to request further information or clarifications from the complainant if necessary to process the complaint. Service providers will respond to the complaint within a maximum of 30 days from the date of submission. Service providers will handle complaints in accordance with these Terms of Use and applicable use of the law. A decision on the outcome of the complaint will be delivered to the user at the email address provided in the complaint.

Any disputes that may arise in the application of these Terms of Use and Use of the Web App and the Website will be resolved by mutual agreement and in the spirit of good business relations. If this is not possible, the court in Zagreb has jurisdiction over any disputes. The Law on the Management of the Agreement concluded based on these Terms of Use is the law of the Republic of Croatia.

These Terms of Use are interpreted in accordance with and are subject to the laws of the Republic of Croatia.

15. Final provisions

By using the Website and creating a User Account in the Web or Mobile Application, the user accepts the Terms of Use in force at the time of access to the Website or applications, and the creation of the User Account.

Service providers may, at their discretion, change, add or delete parts of these Terms of Use at any time. Continued use of the Web app, Mobile app, and the Website after notification of changes represents acceptance of the amended Terms of Use and the User undertakes to comply with all the terms of use. If the User does not wish to accept changes and amendments to the Terms of Use, he or she may initiate the process of deactivating the User Account.

These Terms of Use were last updated on September 4, 2024. and are applicable from September 5, 2024.