

## **TERMS & CONDITIONS OF USE – BPMpathway Patient Application**

These Terms and Conditions of Use have been prepared to inform you about the use of the BPMpathway Patient App. They define your rights and obligations in your capacity as a user of the Patient App. The following Terms and Conditions of Use apply to the download, installation and use of the Patient App. These Terms of Use also define the relationship between the Patient, the Hospital, and 270 Vision.

**PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING THE BPMpathway PATIENT APPLICATION.**

### **Terminology used in this document:**

- 270 Vision:** The owner of the BPMpathway system and all associated applications is 270 Vision Ltd, a company registered in England with company number 7505941 with registered offices at The Pavilion, Botleigh Grange Business Park, Hedge End, SO30 2AF, UK. ("270 Vision").
- Hospital:** Registration of users on the BPMpathway system is only available through a hospital/clinic/physiotherapy or other clinical practice which holds a valid licence for BPMpathway ("Hospital"). Licences for the operation of BPMpathway are only issued by 270 Vision.
- Patient App:** The BPMpathway Patient App ("Patient App") available for download to registered Patients. The Patient App presents a tailored test and exercise pathway set by the Hospital.
- Patient:** Users of the Patient App ("Patients") are scheduled for, or have undergone a surgical treatment, and have been registered on the BPMpathway system by the Hospital, issued a BPMpro wearable motion sensor to record the Range of Motion of the test and exercise pathway tailored by the hospital.
- Terms of Use:** The Terms and Conditions of Use for the Patient App, as defined in this document.

### **Agreement for the use of services**

By clicking on 'I accept the Terms and Conditions' when the Application is first run you acknowledge having fully read and expressly agrees to be bound by these Terms and Conditions. On first use of the Patient App, you also confirm registration by connecting the BPMpro sensor to the Patient App. The BPMpro sensor is issued to you by the Hospital.

As a result of accepting the Terms of Use for the Patient App, you further accept that no other terms and conditions, whether express or implied, shall apply to their use of the Patient App. If you choose not to accept the Terms of Use, you are not allowed to use the App. The Terms of Use shall be effective from the time you first use the Patient App and shall remain in full force and effect until you uninstall the Patient App from your device.

### **Downloading the Patient App**

The Patient App may be downloaded from the Apple App Store or the Android Play Store. References in these Terms of Use to the Patient App, includes the App Store/Play Store. When you download the Patient App via the App Store/Play Store you will also be subject to their terms, guidelines, and conditions applicable (the "Appstore Rules"). If these Terms of Use are inconsistent with the Appstore Rules, these Terms of Use will control.

We license use of the Patient App to you on the basis of these Terms of Use and subject to any other rules or policies we notify to you. By using the Patient App, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, which govern the contract between us, you must not use the Patient App. Subject to any specific terms identified in respect of a particular feature or part of the Patient App, these Terms of Use govern the agreement between you and us with respect to your use of the Patient App.

### **Grant and scope of licence**

In consideration of you agreeing to comply with these Terms of Use, we grant you a non-transferable, non-exclusive, revocable licence to use the Patient App, subject to these Terms of Use. We reserve all other rights. We do not sell the Patient App (or any materials or documents relating to the same) to you and we remain the owners of such material(s) at all times. You may download a copy of the Patient App onto an appropriate laptop PC, tablet or mobile phone ("Device"), and view, use and display the Patient App on the Device for personal purposes only.

Except as expressly set out in these Terms of Use or as permitted by any local law, you agree:

- Not to copy the Patient App except where such copying is incidental to normal use of the Patient App;
- Not to make alterations to, or modifications of, the whole or any part of the Patient App, or permit the same (or any part of it) to be combined with, or become incorporated in, any other programmes;
- Not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Patient App or attempt to do any such thing;
- To include our copyright notice on all copies you make of the Patient App on any medium;
- To comply with all technology control or export laws and regulations that apply to the technology used or supported by the Patient App.

### **The Patient App**

The Patient App enables you to undertake your daily post-operative rehabilitation programme. The daily programme will be a combination of tests to assess your Range of Motion and physiotherapy exercises to help with rehabilitation. The App is designed to be accessed via a touch screen Device.

You are responsible for making all arrangements necessary for you to access the App (including, having access to an internet connection and an appropriate Device). You are also responsible for ensuring that all persons who access the App through your Device are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

### **Using the Patient App**

You must only use the Patient App for lawful purposes, and you must not infringe the rights of other users of the Patient App.

### **Prohibited Uses**

You may use the Patient App only for lawful purposes. You may not use the Patient App in any way:

- That breaches any applicable local, national or international law or regulation;
- That is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously in respect of the Patient App;
- Which infringes our intellectual property rights or those of any third party in relation to your use of the Patient App;
- To transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Patient App;
- That could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

- To access, send, knowingly receive, upload, download, use or re-use any personal information regarding any person other than yourself without their explicit prior consent;
- To collect or harvest any information or data in respect of the Patient App or our systems or attempt to decipher any transmissions to or from the servers running the Patient App; or
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware.

### **Intellectual Property Rights**

270 Vision are the owner (or the licensee) of all intellectual property rights in the Patient App (including the BPMpathway website). Those works are protected by patents GB2530754 and GB 2551238, other patents pending, which are protected by copyright and property laws and treaties around the world. All such rights are reserved. All rights, title and interest in the Patient App, including but not limited to Patient App, trademarks, patents, designs, copyright and other elements in the Patient App are and will remain the exclusive property of 270 Vision.

270 Vision's rights in the Patient App (including the BPMpathway website) are licensed (not sold) to you and you have no rights to the same other than to use the Patient App under and in accordance with these Terms of Use. You may use the Patient App only for your personal use. You must not use any part of the Patient App for commercial purposes without obtaining express permission in writing to do so from us. If you use any element of the Patient App (including the BPMpathway website) in breach of these Terms of Use, your right to use the Patient App will cease immediately and 270 Vision may suspend your access to the Patient App with immediate effect and without notice.

You acknowledge and agree that the use of the App does not suppose the transmission of any intellectual or industrial property rights, such as copyrights, trademarks, designs or other rights on the App, nor constitutes authorization for the creation of developments arising from the App.

Except as expressly authorized by the owner of the Patient App, you agree:

- Not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Patient App or any of its elements.
- Not to reverse-engineer, decompile, disassemble or otherwise attempt to discover the source code of the App or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Notwithstanding the foregoing, the registration of the Patient onto the BPMpathway system by the Hospital grants to the Patient a non-exclusive, non-sub-licensable, non-transferable license for the use of the Patient App, subject to the terms set forth herein, as well as to applicable legislation.

### **Data Privacy**

The Patient App does not have access to or make requests for Patient input of any personal identification information. The Patient App does not require you to enter your name, address, post code, email, phone number or any other identifying information.

Any Personal Information for the Patient is entered into the BPMpathway Professional Application by an authorised employee of the Hospital when the Patient is registered on the BPMpathway system. The Hospital user must be authorised by the Hospital to access the PC running the BPMpathway Professional Application. The Hospital user must also have authorisation for the Application Access Key and Licence Key. These keys are issued to the Hospital by 270 Vision as part of the Licence for BPMpathway.

All personal information is entered by the Hospital and that information is held locally at the Hospital site. The handling of the information is then governed entirely by the Hospital GDPR and data privacy policies in place at the Hospital.

270 Vision does not have access to any personal Patient information. The BPMpathway system operates without the need to export any personal Patient information outside of the Hospital.

### **Use of anonymous data**

By consenting to use the Patient App to support their recovery programme, you agree to the collected anonymous range of motion data to be available to licensed third parties for research purposes. Research topics will be connected with but not limited to comparative effectiveness of alternate joint replacement solutions, surgical techniques related to joint replacement, and the impact of different recovery programmes on patient recovery.

Using the sensor provided by the Hospital, the Patient App collects your Range of Motion data which is stored on the BPMpathway cloud server. The data is accessed by the Hospital, via the cloud, for review. The BPMpathway cloud server does not hold any contact information for Patients. Third parties using the cloud server for research purposes will have no ability to identify or contact Patients registered on the BPMpathway system.

The data collected by the Patient App is anonymous. This data does not contain any information which can be used to identify the Patient using the Patient App. Access to the anonymous data is via a Patient App data analysis application. The data analysis application is developed and licensed to third parties by 270 Vision. Only licensed users will have access to this application.

If a Patient does not agree to the use of the anonymous data for research purposes they must not download, install or use the Patient App.

### **Changes to the Terms of Use**

270 Vision have the right to change Terms and Conditions of Use at any time without notice. Changes to these Terms and Conditions of Use may become necessary as part of the further development of the Patient App, the implementation of new legal regulations, new technologies or improvements in the service for the Patient.

Patient use of the Patient App is limited to a single short period covering pre-operative preparation and post-operative recovery. Typically, this is less than three months. When a Patient's tailored recovery programme is complete the Patient App will no longer run and the BPMpathway system can no longer be accessed.

The version of Terms of Use in place when the Patient App is installed, and the Patient programme is started will apply for the entire time that the Patient programme is active. That version of the Terms of Use will remain applicable for that Patient during that recovery programme. These will not be superseded by updated Terms of Use which may be issued while the Patient recovery programme is active.

**270 VISION, THE OWNER OF THE PATIENT APP, RESERVES ALL THE RIGHTS NOT EXPRESSLY GRANTED IN THESE TERMS AND CONDITIONS.**