

## TERMS OF USE - PRIVACY POLICY

These terms of use govern the relationship between health professionals of any specialty or profession related to health and the company " **KARABINIS MEDICAL SA-Manufacture –Sale of Technological Products and Providing Services** ", based in Peania Attica, on Lavriou Avenue, no. 151, with A.F.M.: 099052507 – D.O.Y.: FAE Athens- NO. GEMI 87183102000, tel. 2106645751. ("we", "us", "our" or "Company") regarding your use of the services of the HD Corner Application -web or mobile app (the "Application" or "Service" or " HD Corner "), and all information, text, graphics, software and services available for use of the Application (the " Content").

These Terms constitute the legally binding agreement between you and the Company for the use of the Application. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE APPLICATION SERVICES.

The Company reserves the right to change or modify the applicable terms and conditions for the use of the Application at its discretion and at any time, always taking into account the conditions set forth by current legislation accordingly.

### DISCLAIMER

THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND.

THE COMPANY DOES NOT PROVIDE MEDICAL ADVICE OF ANY KIND, REGARDING THE PREVENTION, DIAGNOSIS OR TREATMENT OF ANY DISEASE OR HEALTH CONDITION.

THE CONTENT PROVIDED THROUGH THE SERVICE, WHETHER PROVIDED BY US OR THIRD PARTIES (EVEN IF THEY ARE HEALTHCARE PROFESSIONALS) IS NOT INTENDED AND SHOULD NOT BE USED AS A SUBSTITUTE FOR VISIT, CALL OR CONSULT A PHYSICIAN OR OTHERWISE HEALTH PROFESSIONALS.

THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE SUITABILITY OF THE SERVICE TO EACH USER AND THE LEVEL OF SUCCESS AND RESULTS MAY VARY PER INDIVIDUAL.

THE SERVICE MAY NOT BE SUITABLE FOR ALL INDIVIDUALS AND IS NOT A SUBSTITUTE FOR PROFESSIONAL HEALTH CARE. THE SERVICE IS INTENDED ONLY AS A TOOL, WHICH MAY BE USEFUL IN ACHIEVING USERS' ADJUSTMENT GOALS OF THE APPLICATION.

THE COMPANY ASSUMES NO RESPONSIBILITY FOR INACCURACIES REGARDING FOOD RECIPES, EXERCISES OR OTHER CONTENT ON THE SERVICE. YOU SHOULD CAREFULLY READ ALL INFORMATION PROVIDED BY FOOD PRODUCT MANUFACTURERS, WHETHER ON THE INTERNET OR ON THE ACTUAL PRODUCT PACKAGING AND LABELS, INCLUDING NUTRIENT CONTENT INGREDIENTS BEFORE USING OR CONSUMING A PRODUCT. FOR ADDITIONAL INFORMATION ABOUT A FOOD PRODUCT, CONTACT THE MANUFACTURER DIRECTLY.

THE COMPANY ASSUMES NO RESPONSIBILITY AS TO THE SUITABILITY OF THE SERVICE FOR YOU AND THE LEVEL OF SUCCESS AND RESULTS MAY VARY PER INDIVIDUAL. In particular, the Company does not provide and expressly disclaims any warranty that: (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, fast, secure or error-free, (iii) the results that may arise from your use of the Service, including data, will be accurate or reliable,

(iv) the quality of any data or services available on the Service will meet your expectations, and (v) any errors in the Service will be corrected. Any material obtained through use of the Service is at your own discretion and responsibility, and you shall be solely responsible for any damage to your computer system or mobile device or loss of data resulting from your use of any such material. We cannot guarantee and do not promise specific results from the use of the Application and/or Service. You also agree to bear the risks of interruption of the Service for any technical reasons.

TESTIMONIALS AND EXAMPLES THAT MAY BE PROVIDED ON THE SERVICE MAY NOT APPLY TO ALL INDIVIDUALS AND RESULTS ARE NOT GUARANTEED. THERE IS NO ASSURANCE THAT EXAMPLES OF PAST EXERCISE AND NUTRITION RESULTS CAN HAVE FUTURE RESULTS. WE CANNOT GUARANTEE FUTURE RESULTS AND/OR SUCCESS.

EACH PERSON'S HEALTH, EXERCISE AND NUTRITION RESULTS DEPEND ON THEIR HISTORY, DEDICATION, DESIRE AND MOTIVATION. AS WITH ANY HEALTH-RELATED PROGRAM OR SERVICE, RESULTS MAY VARY AND WILL BE BASED ON MANY VARIABLES, INCLUDING BUT NOT LIMITED TO INDIVIDUAL ABILITY, AND LEVEL OF CONSISTENCE. USE OF THE SERVICE SHOULD BE BASED ON DUE DILIGENCE OF THE USER AND YOU AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY SUCCESS OR FAILURE OF THE HEALTH AND PHYSICAL CONDITION OF USERS.

IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMER IN THESE TERMS, THE COMPANY DISCLAIMS ANY LIABILITY OR DAMAGES IN CONNECTION WITH THE CONTENT PROVIDED ON THE SERVICE.

## **1. Create an Account**

In order to fully use the Services, you are required to create an account, providing us with the following information: name, medical specialty, VAT number, address, Number, postal code, region, contact phone number and email address. In addition, you will be asked to answer if you will be an HD Corner Clinical coach and create a password, where together with your email you will use them from now on to connect to the service. You can change the password in the "Profile" Tab.

It is your sole responsibility to control the disclosure and use of your password and to permit, control and manage access to and use of your account and password on the HD Corner Service.

Upon your registration for the HD Corner service and systemic approval by the Company, your account will be activated and you will obtain a unique code with which you will be able to "connect" with users of the service.

## **2. Use of the Services**

By registering with the Service as a healthcare professional, users of the Application will be able to give you access to their data in order to provide them with advice through the Application. App users will enter your unique code into their profile in order to be granted access.

In order to use the services of the application, in addition to your own personal data for the creation of your account, you may provide various Data, information, medical measurements,

comments, questions, medical reports, photos, etc., which will concern the users of the application, who will select you for direct communication with you (collectively referred to as "Data")

By using the Services, you acknowledge that you may not (1) upload any content that contains software viruses or that is designed to interrupt, damage or limit the functionality of any equipment or service, or that contains other files or content that is harmful, destructive, disruptive or disruptive, (2) use or attempt to use another user's account without their authorization, or impersonate any other person or entity, (3) collect, solicit or combine other users' information for any reason, including; without limitation, sending spam, (4) publicize, advertise or promote commercial products or services, or upload any harmful content, (5) use the Services in any manner that, in our sole discretion, is objectionable or restricts or inhibits any other person from using or enjoying the Services, or that may expose us or our users to any harm or liability of any kind (6) Develop, support or use the software, devices, texts, robots or any other means or process (including trackers, plug-ins or browser supplements or any other technology) to damage the Services or copy the profiles and other data of the Services,(7) Override any other security feature, avoid or circumvent any access control or restrict use of the Service, (8) copy, use, disclose or distribute any information obtained from the Services, either directly or through third parties, without the consent of HD Corner (9) Disclose information for which you have not obtained permission to disclose (such as the confidential information of others),(10) infringe HD Corner's intellectual property and other rights, including, without limitation, (i) copying or distributing the diet or workout, tips and wellness articles, videos and other material or (ii) copying or distributing the technology, unless it is free under open source licenses; (iii) the use of the word " HD Corner " or our logos in any trade name, e-mail or URL; (11) Reproduce, decode or attempt to derive the original code for the Services or any related technology that is not open source, (12) rent, lend, trade, sell/resell or otherwise monetize the Services or related data or access to them, without HD Corner's consent.(12) to connect to our Services for any purpose other than profile promotion or to a Group on our Services, without HD Corner's consent.(14) monitor the availability, performance or functionality of the Services for any competitive purpose (15) engage in "framing", "mirroring" or otherwise impersonating the appearance or operation of the Services (16) overlay or otherwise modify the Services or their appearance (for example, by inserting elements into the Services by removing or hiding an advertisement included in the Services), (17) violate any additional terms related to the particular Service provided to you when you register or start using the particular Service.

The Company reserves the right to suspend or terminate your Profile or your access to the Service, with or without notice to you, if you violate these Terms. You are responsible for maintaining the confidentiality of your Profile login information and are fully responsible for all activities that occur under your Profile. You agree to notify the Company immediately in case of any unauthorized use or suspected unauthorized use of your Profile or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

### **3. Change of Information and Services**

We may change all information provided by the Service at our sole discretion without notice. We may at any time modify or discontinue, temporarily or permanently, the Service (or any part thereof) in our sole discretion with or without notice. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the Service

#### **4. Unsubscribe from the Service**

The user can unsubscribe from the service by selecting the corresponding option on the profile tab. By choosing to unsubscribe, you agree that your profile will be deleted and all data you have entered will be destroyed in accordance with personal data law.

The Company reserves the right to terminate the service at its discretion, in the event that the user engages in actions that are illegal or prohibited or behaviors that undermine the operation of the Website/Application and violate these Terms of Use

In cases where there are suspicions/prohibited actions are detected, the Company reserves the right to take any action it deems necessary at its discretion, such as indicatively investigating and removing content that contravenes these terms.

#### **5. Use of Content**

HD Corner Content includes photographs, images, graphics, video, audio, data, text, music, fitness, comments, software, author work of any kind and other information, content and other material published, produced, made available on or through Services (collectively "Content"). The Content, Services are protected by copyrights, trademarks and patents. We reserve all rights not expressly granted in these Terms. You agree not to delete, alter or obscure any copyright, trademark, service mark or other proprietary notices incorporated or accompanying the Services. Our logos and any other HD Corner trademarks that may appear on the Services, and App Content, such as the general appearance of the Services, including page headings, graphics, images and text, may not be copied, imitated or used in any way, in whole or in part, without prior written authorization. Other trademarks, product and service names, and company names or logos mentioned on the Services are property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the trademark owner that is respectively protected.

Please note that the use of the application and its content is solely at your own risk. The Company bears no responsibility for any delays, failures, interruptions, or damage to any data or information related to the application. Furthermore, under no circumstances does the Company guarantee the absence of "viruses" or other harmful code, whether it is the application, or any other site or server through which you receive its content.

Subject to these Terms, Company grants you a non-transferable, non-exclusive license (with no right to sublicense) to (i) use the Service solely for your personal, non-commercial purposes, and (b) install and use the Application, solely in your portable handheld device (eg iPhone, Android, etc. as applicable) or personal computer and solely for personal, non-commercial purposes.

You agree, state and warrant that your use of the Service, or any part thereof, will be in accordance with the foregoing license, covenants and restrictions and will not infringe or violate the rights of any other party or violate any contract or legal obligation in any other parts. In addition, you agree that you will comply with all applicable laws, and regulations relating to the Service or its use and will be solely responsible for your own individual violations of any such laws.

You are solely responsible for obtaining the equipment and telecommunications services necessary to access the Service, and for all charges associated therewith (such as computing devices and Internet Service Provider and airtime charges).

Your access to and use of the Service is at your own risk. The Company shall have no liability for any damage to your computer system, loss of data or other harm to you or any third party.

## **6. Limitation of Liability**

THE COMPANY AND THE ENTITIES INVOLVED IN CREATING, PRODUCING OR PROVIDING THE SERVICES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING RPOIT LOSS, LOSS OF DATA, SERVICE INTERRUPTION, DAMAGE TO ELECTRONIC EQUIPMENT, OR SYSTEM FAILURE OR COSTS OF REPLACEMENT OF THE SERVICES ARISING OUT OF OR RELATED TO THE TERMS OR THE USE OR INABILITY TO USE THE SERVICES, BASED ON ANY WARRANTY, CONTRACT, TORT (INCLUDING THAT NEGLIGENCE), PRODUCT LIABILITY PROVISIONS OR THIRD PARTY ADVERTISING, OR ANY OTHER LEGAL PROVISION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7. Newsletters**

By accepting the terms of use of the Application and registering to the HDCORNER Services, newsletters can be sent to the user's e-mail address they have indicated during their registration. In the event that the user does not wish the sending of newsletters - news of HD Corner in the future, they can immediately proceed to delete their e-mail address from the list of addresses receiving such messages, using the special deletion link (unsubscribe) that exists in each such newsletter (Law 3741/2006 no. 11 par. 3 and 4).

## **8. Read the Privacy Policy**

HD Corner respects your privacy. To obtain information about our data protection policy, please consult the Privacy Policy mentioned below. By accessing or using the Services, you agree that HD Corner may collect and use the information you provide to us in accordance with the Privacy Policy.

## **9. Jurisdiction**

These Terms of Use are governed by Greek law. The user expressly accepts that the Courts of Athens have the exclusive jurisdiction and competence for any dispute arising from the use of the Application. If any of the above conditions prove to be invalid, this does not affect the validity and force of the remaining conditions which remain in full force.

IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, THEN DO NOT DOWNLOAD THE APPLICATION OR USE THE SERVICE

Contact

If you wish to contact us regarding these Terms of Use or have any other question regarding the provision of the Services you may send an email to [info@hdcorner.com](mailto:info@hdcorner.com).

Last update 08/01/2024

## **PRIVACY POLICY**

This Privacy Policy concerns the processing of your personal data when using the HDCORNER Application (hereinafter the "Application")

## **1. Controller – Contact details**

" **KARABINIS MEDICAL SA-Manufacture –Sale of Technological Products and Providing Services** ", based in Peania Attica, on Lavriou Avenue, no. 151, with A.F.M.: 099052507 – D.O.Y.: FAE Athens- LOT NO. 87183102000, tel. 2106645751 (hereinafter the "Company")

## **2. What personal data of mine is collected and how?**

When you register in the Application (sign up) as a user, you provide the following personal data: :

- Name
- Date of birth
- Gender
- Contact info

When you register in the Application (sign up) as a health professional, you provide the following personal data:

- first and last name,
- specialty,
- VAT NUMBER,
- address, number, zip code, area,
- contact phone number and email address

When using the services of the Application as a user you have the possibility to enter the following data:

- Health data (e.g. diabetes readings, blood pressure, diagnostic tests, etc.) that you enter into the platform if you wish
- Information regarding sports activities, eating habits
- The details of your credit card (number, name of the holder, security code) that you provide to us when paying for the service are not collected by the Application, but are provided directly to the authorized provider to which you are redirected during the payment process.

## **3. For what purposes is the processing carried out and what is its legal basis?**

Your data is processed to provide you with access to HDCORNER services. The legal basis for this processing is the performance of a contract (a. 6 par. 2 b' GDPR).

For the health data you provide us, the legal basis is the performance of a contract and a. 9 par.1 para. h'

#### **4. Who are the recipients of my personal data?**

Access to your personal data is given to the platform provider acting as data processor as well as to the doctor or pharmacist or other healthcare professional to whom you choose to give access to your data. The healthcare professional will be able to see the data you enter on the platform, only if you yourself give him access.

#### **5. How long is my data kept?**

Your data will be strictly maintained for as long as you are registered with the service. If you are deleted from the service, your data will be deleted immediately. They will also be deleted if you submit a deletion request to us.

#### **6. Cookies**

The application does not use cookies when the user enters it, either through the mobile phone or through the web platform.

#### **7. How is my data protected?**

Your data is kept on an external server with all the necessary security measures. Especially for the health data you enter on the platform, these are subject to encryption and pseudonymization, therefore no recipient can associate them with your person, except for the health professional to whom you give access.

#### **8. What are my rights?**

As a data subject you have the following rights:

Right to information	You have the right to be informed about the collection, processing and storage of your personal data.
Right of access	You have the right to receive confirmation as to whether or not your data is being processed and, if this is the case, you have the right to access your data in a short, understandable, transparent and easily accessible form.

Right to rectification	You may request the rectification of inaccurate or incomplete personal data concerning you.
Right to erasure	You have the right to request the erasure of the data concerning you, if you consider that it is being held in an unlawful manner and the Company is obliged to proceed with the erasure unless there is a legal reason for its retention
Right to data portability	You have the right to receive the personal data concerning you and which you have provided to the Company in a commonly used and machine-readable format, as well as the right to request the transmission of said data to another data controller, under the conditions set by law

We will respond to your request without delay and in any case within one month of receiving it. This deadline is extended for another two months, if necessary, taking into account the complexity of the request and the number of requests. We will inform you of said extension within one month of receiving the request, as well as the reasons for the delay.

The company has the right in any case to refuse to comply with your request to limit the processing or delete your personal data, if this processing is necessary for the establishment, exercise or support of its legal rights or the fulfillment of its obligations.

#### **10. How you can exercise your rights:**

In order to exercise your above rights, you can contact the Data Protection Officer at the email address [dataprotection@karabinismedical.gr](mailto:dataprotection@karabinismedical.gr) or by phone at 210-6645751 or by post at the company address KARABINIS MEDICAL SA, Lavriou Ave. 151, 19005 Peania – Att: Data Protection Officer .

#### **11. Personal Data Protection Authority**

You have the right to file a complaint with the Personal Data Protection Authority ([www.dpa.gr](http://www.dpa.gr)), which is the competent supervisory authority for the protection of the fundamental rights and freedoms of natural persons against the processing of their personal data, if you consider that they are being violated your rights in any way.

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