

Summary of Key terms

Welcome to Ditto Care! We want you to understand your rights and our rights relating to the use of our app. Please review them carefully.

Here's a summary of some key terms:

- **Your data stays on your device** - Your medical data is stored securely on your device, not on our servers.
- **Not medical advice** - Ditto is a health self-management tool, not a medical device. Always consult healthcare professionals for medical advice.
- **Your data is yours** - We don't train our AI on your data or use it for any purpose other than providing you the service.
- **AI processing** - When you use AI features, your data is temporarily processed on secure EU servers and deleted immediately afterward.
- **Minimum age** - You must be at least 16 years old to use the Ditto app.
- **You control sharing** - Any sharing of your medical data is initiated by you manually.
- **Cancel anytime** - You can delete your account at any time through the app settings.
- **Zero liability for medical decisions** - We are not responsible for any decisions you make based on information from the app.
- **We can suspend accounts** - We may suspend accounts that violate our terms.
- **Dutch law applies** - Any disputes will be resolved under Dutch law in Rotterdam courts.

This summary is just a highlight - please read the full terms below.

Introduction

Welcome to Ditto Care. These Terms and Conditions ("Terms") govern your access to and use of the Ditto Care mobile application ("Ditto App"). Please read these Terms carefully before using the Ditto App. By downloading, accessing, or using the Ditto App, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you should not use the Ditto App.

1. Definitions

In these Terms, unless the context requires otherwise:

- **"Ditto Care", "we", "us", or "our"** refers to Ditto Care B.V., a company registered in the Netherlands with its principal office at Hofplein 19, 3032AC Rotterdam.
- **"User", "you", or "your"** refers to any individual who downloads, accesses, or uses the Ditto App.
- **"Content"** refers to any information, data, text, or other materials that you input, upload, or otherwise provide through the Ditto App.
- **"Medical Data"** refers to any health-related information, including but not limited to medical documents, conversation recordings, and health metrics that you input or upload to the Ditto App.
- **"AI Processing"** refers to the artificial intelligence-powered features of the Ditto App, including transcription, summarization, and document explanation.

2. Acceptance of Terms

2.1 By creating an account or using the Ditto App, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference.

2.2 You represent and warrant that you have the legal capacity to enter into these Terms. If you are using the Ditto App on behalf of an organization, you represent and warrant that you have authority to bind that organization to these Terms.

2.3 If you do not agree with any part of these Terms, you must cease using the Ditto App immediately.

3. Description of the Ditto App

3.1 The Ditto App is designed as a health self-management tool to assist users in organizing and navigating their healthcare journey. Key functionalities include:

- Secure on-device storage of medical data
- AI-powered transcription of medical conversations
- Summarization of transcripts into patient-friendly summaries
- Explanation of medical documents in accessible language

3.2 The Ditto App may be updated from time to time to add new features, fix bugs, or improve performance. Updates may be automatically installed depending on your device settings.

4. No Medical Advice or Diagnostic Services

4.1 **NOT A MEDICAL DEVICE:** The Ditto App is not a medical device as defined by the European Union Medical Device Regulation (EU MDR) or other applicable regulations and has not been submitted to or approved by any regulatory authority.

4.2 **NO PROFESSIONAL ADVICE:** The Ditto App does not provide medical advice, diagnosis, or treatment recommendations. All content generated by the Ditto App, including AI-generated summaries and explanations, is for informational purposes only.

4.3 **CONSULT HEALTHCARE PROVIDERS:** Users should always consult qualified healthcare professionals for medical advice, diagnoses, and treatment options. The Ditto App should never be used as a substitute for professional medical consultation.

4.4 **ACCURACY LIMITATIONS:** While we strive to ensure the accuracy of AI-generated content, the Ditto App may not always accurately transcribe conversations or correctly interpret medical documents. Users should verify all information with their healthcare providers.

5. User Account and Registration

5.1 **ACCOUNT CREATION:** To access certain features of the Ditto App, you will need to create an account. You agree to provide accurate, current, and complete information during the registration process.

5.2 **ACCOUNT SECURITY:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

5.3 **ONE USER PER ACCOUNT:** Each account is for a single user only. You may not share your account credentials with others or allow others to access your account.

5.4 **ACCOUNT TERMINATION BY USER:** You may terminate your account at any time through the Ditto App. Upon termination, all associated data will be deleted from our servers, as we do not store personally identifiable information (PII) or healthcare data on our servers beyond the temporary processing period.

5.5 **ACCOUNT SUSPENSION OR TERMINATION BY DITTO CARE:** We reserve the right to suspend or terminate your account if:

- You breach these Terms
- We are required to do so by law
- We have evidence that you have misused the Ditto App
- Your account has been inactive for an extended period
- We cease to provide the Ditto App

6. User Responsibilities and Restrictions

6.1 **DATA INPUT:** You are solely responsible for the accuracy and completeness of the data you input into the Ditto App.

6.2 **DATA SHARING:** Any sharing of medical data with third parties or loved ones is initiated manually by you through external platforms. You have complete control over what data you choose to share and are responsible for ensuring that such sharing complies with applicable laws and regulations.

6.3 **PROHIBITED ACTIVITIES:** You agree not to:

- Use the Ditto App for any unlawful purpose
- Attempt to gain unauthorized access to the Ditto App or its related systems
- Interfere with or disrupt the integrity or performance of the Ditto App
- Circumvent, disable, or otherwise interfere with security-related features of the Ditto App
- Use the AI functionalities for harmful purposes
- Reverse engineer, decompile, or disassemble any portion of the Ditto App
- Use automated means to access or use the Ditto App

6.4 **COMPLIANCE WITH LAWS:** You agree to comply with all applicable laws and regulations when using the Ditto App.

7. Intellectual Property Rights

7.1 **OWNERSHIP:** The Ditto App, including all software, design, text, graphics, logos, icons, and audio-visual content, is owned by Ditto Care or its licensors and is protected by intellectual property laws.

7.2 **LICENSE TO USE:** Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Ditto App for your personal, non-commercial use.

7.3 **USER CONTENT:** You retain all rights to the Content you input or upload to the Ditto App. By inputting or uploading Content, you grant us a limited license to use, process, and store such Content solely for the purpose of providing the Ditto App services to you.

7.4 **FEEDBACK:** If you provide feedback about the Ditto App, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, create derivative works from, distribute, and display such feedback for any purpose without compensation to you.

8. Data Handling and Privacy

8.1 **ON-DEVICE STORAGE:** All medical data is stored securely on your device using native encryption and biometric authentication features.

8.2 **AI PROCESSING:** When you request AI functionalities (e.g., transcription, summarization), the relevant data is temporarily processed on secure servers within the European Union and deleted immediately after processing.

8.3 **NO TRAINING ON USER DATA:** We do not use your medical data to train our AI models.

8.4 **PRIVACY POLICY:** Our collection, use, and protection of your personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.

9. Modifications to the Ditto App and Terms

9.1 **MODIFICATIONS TO THE DITTO APP:** We reserve the right to modify, suspend, or discontinue the Ditto App, or any part thereof, temporarily or permanently, with or without

notice. You agree that we shall not be liable to you for any modification, suspension, or discontinuance of the Ditto App.

9.2 MODIFICATIONS TO TERMS: We may update these Terms from time to time. Users will be notified of any material changes through in-app notifications upon opening the Ditto App. Continued use of the Ditto App after such notifications constitutes acceptance of the updated Terms.

9.3 YOUR RESPONSIBILITY: It is your responsibility to review these Terms periodically. Your continued use of the Ditto App after any modifications to these Terms constitutes your acceptance of such modifications.

10. Disclaimers

10.1 "AS IS" AND "AS AVAILABLE": The Ditto App is provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

10.2 NO GUARANTEE OF AVAILABILITY: We do not guarantee that the Ditto App will be available at all times or that access will be uninterrupted or error-free.

10.3 DATA ACCURACY: While we strive for accuracy, we do not guarantee that the AI-generated summaries, transcriptions, or explanations will be error-free or meet your specific requirements.

10.4 DATA SECURITY: Despite our security measures, no method of electronic storage or transmission is 100% secure. We cannot guarantee absolute security of your data.

11. Limitation of Liability

11.1 LIMITATION OF DAMAGES: To the fullest extent permitted by law, Ditto Care shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from:

- Your use or inability to use the Ditto App
- Any unauthorized access to or use of our servers and/or any personal information stored therein
- Any errors or inaccuracies in the content generated by the Ditto App
- Any decision made or action taken by you in reliance on information provided by the Ditto App

11.2 **CAP ON LIABILITY:** In no event shall our total liability to you for all claims arising from or relating to these Terms or your use of the Ditto App exceed the amount paid by you, if any, for accessing the Ditto App during the twelve (12) months immediately preceding the date of the claim.

11.3 **ESSENTIAL PURPOSE:** The limitations of liability in this section shall apply even if a remedy fails of its essential purpose and regardless of the form or cause of action or the alleged basis of the claim.

12. Indemnification

12.1 You agree to indemnify, defend, and hold harmless Ditto Care, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from:

- Your violation of these Terms
- Your violation of any rights of any other person or entity
- Your use or misuse of the Ditto App

13. Third-Party Services and Links

13.1 **THIRD-PARTY SERVICES:** The Ditto App may integrate with or contain links to third-party websites, services, or resources. We are not responsible for the content, privacy policies, or practices of such third parties. Your interactions with such third parties are governed by their respective terms and privacy policies.

13.2 **THIRD-PARTY SOFTWARE:** The Ditto App may include third-party software components. Use of such components is subject to the terms and conditions of the applicable third-party licenses.

14. Term and Termination

14.1 **TERM:** These Terms shall remain in effect until terminated by either you or us.

14.2 **TERMINATION BY YOU:** You may terminate these Terms at any time by ceasing to use the Ditto App and deleting it from your device.

14.3 **TERMINATION BY US:** We may terminate these Terms and your access to the Ditto App at any time, with or without cause, with or without notice.

14.4 **EFFECT OF TERMINATION:** Upon termination, your right to use the Ditto App will immediately cease. Sections 4, 7, 10, 11, 12, 14.4, and 15 shall survive any termination of these Terms.

15. Governing Law and Dispute Resolution

15.1 **GOVERNING LAW:** These Terms are governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law principles.

15.2 **DISPUTE RESOLUTION:** In the event of any disputes arising from or related to these Terms or the use of the Ditto App, we encourage you to contact us directly to seek a resolution. If a resolution cannot be reached, any disputes shall be submitted to the exclusive jurisdiction of the courts in Rotterdam, the Netherlands.

15.3 **NO CLASS ACTIONS:** To the fullest extent permitted by law, any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

16. General Provisions

16.1 **ENTIRE AGREEMENT:** These Terms, together with the Privacy Policy, constitute the entire agreement between you and Ditto Care regarding your use of the Ditto App and supersede all prior agreements and understandings.

16.2 **SEVERABILITY:** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect.

16.3 **NO WAIVER:** Our failure to enforce any right or provision of these Terms shall not be considered a waiver of such right or provision.

16.4 **ASSIGNMENT:** You may not assign or transfer these Terms or any rights or obligations hereunder without our prior written consent. We may assign these Terms without restriction.

16.5 **FORCE MAJEURE:** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, natural disasters, pandemics, civil or military disruption, or internet or telecommunications failures.

16.6 **CONTACT INFORMATION:** If you have any questions about these Terms, please contact us at:

Email: support@ditto.care

Address: Ditto Care B.V., Hofplein 19, 3032AC Rotterdam, The Netherlands

By using the Ditto App, you acknowledge that you have read these Terms, understand them, and agree to be bound by them.