



Terms and Conditions of Use

Knowlepsy Platform

KNOWLEPSY Investment SAS -Siege social 96, Rue Paradis- 13006 Marseille- France -

“Affiliate” means Knowlepsy’s “holding company”, any “subsidiary company” or a subsidiary company of its holding company,

“Platform Account” means the digital identity that allows the access and interact with the knowlepsy online platform.

“Service” Means any tools and components provided by the Platform.

“Licensed Material” refers to content that is protected by copyright and any other intellectual property rights on which Knowlepsy has exclusive rights to use, distribute and modify it.

Effective Date: 02/12/2024; or earlier, when you begin to perform the Services (“Effective Date”)

Welcome to the Knowlepsy Platform ("Platform"). By accessing or using our Platform, you agree to comply with and be bound by these Terms and Conditions the ("Agreement ") including the Platform Policies, attached in Exhibit A, will govern the use of the Platform and delivery services contemplated by Knowlepsy Investment SAS and you. These Terms apply to all business entities, including healthcare providers, pharmaceutical companies, and insurance organizations, collectively referred to as "Users."

1. Acceptance of Terms

By accessing the Platform, you confirm that:

- You consent to Knowlepsy and any Affiliate (as defined above) for the Use of the Your Personal information consequently you consent Knowlepsy (a) processing your sensitive personal data if any (b) disclosing your personal data to Microsoft as third party (c) transferring your data outside the agreed geolocations.



- You are duly and legally entitled to enter into this agreement either personally or on behalf of your organization.
- You agree to comply with this Agreement and applicable laws related to Data Protection standards and requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

2. Platform Purpose and Use requirements

The Knowlepsy Platform provides predictive analytics, data management, and insights related to neurological health. The Platform is intended for use by healthcare professionals, insurance companies, and pharmaceutical companies to improve patient outcomes and operational efficiency.

Knowlepsy will use information provided by you to create or maintain your Account. You will provide accurate, current, and complete information as part of your contracting process and to update your information as necessary so that it remains accurate, current, and complete at all times.

B. You will not permit any other person to access your Platform Account or the Licensed Materials, including Knowlepsy app, or to perform any Services using your identity or log-in credentials. You will keep secure and confidential any password required to access your Platform or Knowlepsy App or any identification that Knowlepsy provides to you in connection with the Knowlepsy App and you agree to accept responsibility for all activities that occur under your Account and associated password.

3. HIPAA Compliance

Knowlepsy adheres to all HIPAA requirements for the protection of Protected Health Information (PHI). Users are required to:

- Maintain confidentiality of PHI accessed through the Platform.
- Use the Platform only for lawful purposes in compliance with HIPAA.
- Report any unauthorized access or data breach immediately to Knowlepsy at [Insert Contact Information].

Knowlepsy ensures:



- Data encryption during storage and transmission.
 - Access controls to protect PHI.
 - Regular audits and compliance reviews to meet HIPAA standards.
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4. User Responsibilities

Users agree to:

- Provide accurate and lawful information when interacting with the Platform.
 - Use the Platform solely for the intended business purposes.
 - Ensure that all employees and contractors using the Platform are trained on HIPAA and data privacy requirements.
 - Promptly notify Knowlepsy of any changes to account information or user access requirements.
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5. Data Ownership and Usage

- All data provided to Knowlepsy remains the property of the User or the individual patient, as applicable.
 - By using the Platform, Users grant Knowlepsy the right to process and analyze data for the purposes of providing services, improving algorithms, and conducting de-identified research.
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6. Licensed Materials

A. The user may not (i) incorporate any portion of the Licensed Materials into your own works or compile any portion of it in combination with your own works, transfer it, in whole or in part, for use with another service, or sell, rent, distribute, copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, or make derivative works based on, or manipulate the Licensed Materials or any part of the Licensed Materials or otherwise sublicense or assign any rights to the Licensed Materials in whole or in part, (ii) cause or launch any Platforms or scripts for the purpose of surveying, manipulating or data mining



any portion of the Licensed Materials or impairing or unduly affecting the operation or functionality of any aspect of the Licensed Materials; or (iii) attempt to gain unauthorized access to any portion of the Licensed Materials, including through scripts or third party applications.

7. Intellectual Property

Subject to the contents provided by its Users, Knowlepsy is the sole owner of all intellectual property rights relating to the Service, its content and the software and databases that ensure its operation.

The Service, trademarks, logos and any other distinctive signs as well as the contents, that is to say, all text, video, photography, software or any other information of any format and nature appearing on the Site are the property of Knowlepsy or its affiliates.

These elements may be protected by copyright, trademark, patent or other intellectual property rights.

8. Confidentiality

Both parties agree to:

- Maintain the confidentiality of all proprietary and sensitive information exchanged.
- Use such information solely for the purpose of fulfilling their obligations under this agreement.
- Implement reasonable measures to protect confidential information from unauthorized disclosure.

9. Prohibited Activities

Users shall not:

- Use the Platform for any purpose that violates applicable laws, including data protection laws.
- Share login credentials or access the Platform in an unauthorized manner.



- Reverse-engineer, disassemble, or otherwise attempt to discover the source code of the Platform.

10. Data Security

Knowlepsy uses industry-standard security measures to protect data, including but not limited to:

- Data encryption (at rest and in transit).
- Regular vulnerability testing and security audits.
- Disaster recovery and backup protocols.

11. Liability and Indemnity

- Knowlepsy is not liable for any decisions or actions taken by Users based on the analytics or insights provided by the Platform.
- Knowlepsy shall not be held liable for the consequences of unauthorized use of the Service by a third party, unless it can demonstrate serious misconduct on the part of the Service.
- Knowlepsy can not be held responsible for a breach of any of its obligations if this breach was caused by an event having a force majeure character in accordance with the law and jurisprudence.
- Users agree to indemnify and hold Knowlepsy harmless from any claims, damages, or losses arising from their misuse of the Platform

12. Access to the Platform and Services

Access to the Platform requires an Internet connection Knowlepsy will endeavour, to the extent possible, to maintain the Service without interruption, but we cannot guarantee that the Service or the Platform will not be interrupted due to technical difficulties inherent in the Internet.



As a result, our liability may not be incurred, in particular, in the event of malfunction in accessing the Site or the Service, in the event of temporary inability to access them, and temporary slowing down the speed of opening the pages of the Platform.

Furthermore, we cannot be held responsible for any direct or indirect damage related to the use or inability to use the Platform, of any event related to the Platform such as technical failures, breakdowns, interruptions, modifications and we will never be responsible for any malfunction or deterioration of the computer equipment of the Member User.

We reserve the right at any time to suspend, interrupt or limit access to all or part of the Service without notice due to technical maintenance, migration, updates, where necessary, failures or constraints related to the operation of networks.

These interruptions of the Service do not entitle you to any compensation of any kind.

In addition, we reserve the right to modify or discontinue, in our sole discretion, temporarily or permanently, all or part of the Service or its features.

The User is assured that our liability can never be incurred in case of temporary suspension of access to the Services for maintenance purposes of the Platform.

13. Term and Termination

- This agreement remains in effect until terminated by either party.
- Either party may terminate the agreement with 30 days' written notice.
- Upon termination, Users must cease using the Platform and delete any data obtained through the Platform.

14. Amendments

Knowlepsy reserves the right to modify these Terms at any time. Changes will be communicated to Users and will take effect upon acceptance or continued use of the Platform.

15. Governing Law



These Terms shall be governed by the laws of France, without regard to its conflict of law principles.

16. Data Protection

a) Knowlepsy may hold and process data relating to you for legal, administrative and management purposes, as detailed further in Exhibit A.

b) You consent to Knowlepsy and any Affiliate (as defined above) processing any "sensitive personal data" relating to you including, as appropriate, information relating to any criminal convictions and your right to work in the targeted market. You further consent to (a) Knowlepsy making such information available to any Affiliate and those who provide products or services to Knowlepsy and its Affiliates such as advisers, regulatory authorities, governmental or quasi-governmental organizations or any part of its business, as further detailed in Exhibit A; and (b) the transfer of such information to any Affiliate outside the European Economic Area ("EEA") in order to further Knowlepsy's and/or Affiliate's business interests.

c) The parties agree to comply with all applicable regulation relating to data protection. In particular each party undertakes to comply with its respective obligations under the Data Protection Act 1998 and any applicable codes of practice and best practice guidance issued by any applicable authorities (together, the "Data Protection Requirements").

17. Modifications.

Knowlepsy may modify this Agreement, including the Platform Policies, at any time by providing notice to you through the Knowlepsy app or otherwise providing notice to you. You are responsible for reviewing this Agreement regularly to stay informed of any modifications. If you continue to perform the Services or access Licensed Materials (including accessing the Knowlepsy App after the effective date of any modification to this Agreement, you agree to be bound by such modifications. However, (i) any modification to Service Fees will be provided to you in writing or through the Knowlepsy App before you accept and complete any Delivery Blocks to which such modifications apply; (ii) any modifications to Section 11 will not apply to claims that accrued or to disputes that arose prior to such modification.

18. Notice; Electronic/Mobile Communications



Knowlepsy will communicate with you via phone, text message, email, or push notifications sent via the Knowlepsy App (each such communication, an “electronic communication”) in connection with your participation in the Platform.

By downloading the Knowlepsy App, providing us with your mobile number, and agreeing to this Agreement, you are providing us with written consent to receive push notifications and automated text messages from Knowlepsy in connection with the Platform .

To stop receiving push notifications, you may adjust the settings on your phone or delete the Knowlepsy App. You will not be able to participate in the Platform if you adjust the settings or delete the Knowlepsy App.

You consent to Knowlepsy communicating with you concerning the Platform via any or all of these means and you are responsible for printing, storing, and maintaining your own records of any such agreements, notices, disclosures or other communications.

Standard messaging and data rates may apply. It is your responsibility to keep your email address and phone number current by updating the information you provided to Knowlepsy.

For questions or concerns, please contact us at:

Email: support@knowlepsy.com

- Phone: +33 6 211 41620

Acknowledgment and Acceptance

By accessing or using the Knowlepsy Platform, you acknowledge that you have read, understood, and agree to these Terms and Conditions.



EXHIBIT A
KNOWLEPSY PLATFORM POLICIES