

Terms and Conditions

As of April 2021

Scope

The
Ludwig Boltzmann Institute for Digital Health and Prevention
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develops and operates the aktivplan app to support physical activity in the rehabilitation of cardiovascular patients. It is designed to help healthcare professionals and patients in planning physical activities individually and adapting them optimally to the patient's state of health. The app offers the patient the possibility to view and track the activities planned with the healthcare professional on their mobile phone, as well as to enter additional activities.

Validity of the Terms and Conditions

The service of our product is provided on the basis of these Terms and Conditions (T&C). We expressly object to any conflicting terms and conditions or other conditions of use.

Third-Party Involvement

You can find our products in app stores. There, terms and conditions of the respective third-party provider (over which we have no influence) usually apply, which are neither part of our T&Cs nor of our contractual relationship with you as a user of our products. The same applies to terms and conditions of your device or mobile phone provider.

Data Protection

The use of the aktivplan app involves the processing of personal data. This data is processed exclusively on the basis of the General Data Protection Regulation (GDPR). In our privacy policy we inform you about the use and protection of your data in connection with the use of our product, as well as about your necessary consent. This consent is necessary to use the aktivplan app.

Costs

The use of the aktivplan app is free and not subject to any costs.

Registration

The use of the aktivplan app requires your registration. To register as a user on the app's registration page and activate our product for the first time, you will enter a valid email address and set a password. This allows you to be uniquely identified and the app is enabled to be used by you.

Right of withdrawal and revocation

You can revoke the use of the aktivplan app at any time. A revocation has the consequence that we no longer process your data from this point on and automatically delete all data already recorded. For a revocation and deletion of data, please contact: aktivplan@dhp.lbg.ac.at. If you delete your user account with aktivplan, your profile will be stored for 14 days before permanent deletion of the data. The profile will not be available or accessible during this period.

Duration of use

Once you have registered as a user, you can use the aktivplan app for an unlimited period of time.

Availability

We provide the aktivplan App in accordance with the existing technical, economic, operational and organizational possibilities. We cannot exclude possible interruptions, malfunctions, delays, deletions, incorrect transmissions or memory failures. We do not assume any responsibility, warranty, liability or obligation that the aktivplan App will be uninterrupted and available online at all times. In case of problems with the aktivplan App, please contact us at any time at aktivplan@dhp.lbg.ac.at.

Warranty and liability

Unless otherwise provided in these Terms and Conditions, we are liable and perform within the scope of the statutory provisions. We do not guarantee that the aktivplan app will be available completely, uninterruptedly and without errors or that the required software and hardware will work without errors.

Final Provisions

The place of performance shall be the registered office of the Ludwig Boltzmann Gesellschaft in Vienna.