

# Terms and Conditions for the MORE app

These terms and conditions are an agreement between you, the Application user (hereinafter “you”, “your”) and the Ludwig Boltzmann Gesellschaft - Österreichische Vereinigung zur Förderung der wissenschaftlichen Forschung (short: LBG, registered in Nußdorfer Straße 64, 6. Stock, 1090 Vienna, Austria), represented by the Ludwig Boltzmann Institute for Digital Health and Prevention (located at Lindhofstraße 22, 5020 Salzburg, Austria, Tel +43 (0) 57255 82701) – hereinafter “LBI-DHP” for the use of the MORE Application (alternatively “MORE App”).

You and LBI-DHP are hereinafter referred to individually as “Party” or jointly as “Parties”.

## RECITALS

- A. MORE is an application provided to you by the LBI-DHP as a mobile application for connecting with survey providers and participating in surveys or questionnaires, as well as for collecting sensor data from mobile phones and wearable or stationary sensing devices, as described in Annex I. The MORE Application facilitates the communication between a study participant and Study Controller (as defined below).
- B. These terms and conditions govern your access to and use of the MORE services. Before you use the services, you have to carefully read and accept these terms. By using these services, you agree to be bound by these terms and conditions.
- C. MORE, in a clinical setting, is only intended as a means of communication between a practitioner and a client. It is not a diagnostic tool for any physical, psychological, or other condition, nor a tool for preventing, alleviating or curing any condition. Any information you receive or consult on this website or app cannot be seen as medical or therapeutic advice and you acknowledge and accept that MORE does not provide any medical services. If you have mental or physical health issues, consult a doctor or therapist. If you need urgent medical assistance, please call the emergency services.

LBI-DHP representing the LBG for the purposes of this Agreement, is entitled to grant access rights on the Application (as defined below) to third parties. In view of your interest in acquiring a non-exclusive license to use the Application, by agreeing to this license agreement you agree to be bound by the following terms and conditions:

## ARTICLE 1. DEFINITIONS

- 1.1. “**Application**” shall mean the LBI-DHP mobile MORE application for connecting with Study Controllers and participating in studies as described in Annex I.
- 1.2. “**Study Controller**” shall mean a practitioner or researcher with whom you are or have been linked and who can provide surveys to you, or enact sensor data collection from mobile phones or wearable or stationary sensing devices via the Application.
- 1.3. “**Agreement**” shall mean these terms and conditions together with all their annexes.

## **ARTICLE 2. USE OF THE MORE BY A MINOR UNDER 18**

2.1. Minors under and between the age of 13 and 18, taking in consideration national data protection legislation can only use the services with the consent and under the supervision of a parent or legal guardian who holds the parental authority over the minor.

2.3. If we discover that the MORE services are used by a minor without consent of a parent or legal guardian, the account and data of the minor will be removed.

## **ARTICLE 3. REGISTRATION TO THE MORE SERVICES**

3.1. Access to the MORE services via the Application requires you downloading the app and signing in via a token which the platform issues to the party that manages the study (study controller). You are not allowed to use the MORE App on behalf of anyone but yourself. You are responsible for safeguarding your token.

3.2. You shall keep the token secret and you will not share the token, your participation ID, or other personally identifying information associated with the app with anyone.

3.3. You agree that you will not attempt to discover or use the token of anyone else. You will not attempt registering with tokens that are not handed to you by study controllers or parties acting on their behalf, including but not limited to by means of using a machine, script, bot, spider, crawler or scraper. We shall not be liable for any loss or damage arising from your failure to comply with the above. We reserve the right to disable access to your account at our discretion if you do not comply with these terms and conditions.

## **ARTICLE 4. ACCESS TO AND USE OF THE MORE SERVICES**

4.1. The MORE services are constantly being updated and their format or content may change without prior warning. We shall make all reasonable efforts, in accordance with market standards, to ensure the accessibility of the Application. However, access to the Application may be temporarily suspended without prior warning, in case of any technical errors, maintenance work or for any other reason. The MORE services or parts thereof may also be suspended for individual users or all users without prior warning, and we also reserve the right to interrupt any access to the Application, if the terms and conditions for the use of the Application are breached. We shall not be held liable for any damage or loss if for any reason the Application is temporarily or permanently unavailable, or access to the Application is restricted.

4.2. You are responsible for your use of the Application and for any content you provide on or via the Application, including any data, text, files, information, images, graphic art, copyrighted works, links or any other content or material. You cannot send any unsolicited, commercial, offensive or harmful communication to any other users of the MORE services and you cannot share any confidential, illegal, harmful or libellous content, or any content infringing third party rights on the Application. We do not endorse, support, represent or guarantee the accuracy, completeness or reliability of any content provided by you on the Application. We do not monitor or control the content you provide and shall not be liable for any content you have provided via the Application, and your use of or provision of any content in the Application is at your own risk. We reserve the right to remove any content at our discretion and without prior warning.

4.3. You cannot use the MORE services for any illegal or unauthorized purposes, and you shall comply with all applicable laws and regulations. You shall not try to restrict any other user in the use of the MORE services, and you shall not enable or encourage any other user to violate these terms and conditions or any other conditions of the MORE services. You shall not hinder or disrupt the provision of the MORE services by using spyware, malware, viruses or any other destructive code. We reserve the right to disable access to your account at our discretion if you do not comply with these terms and conditions or if your use of Application forms a legal risk to us.

## **ARTICLE 5. INFORMATION PROVIDED TO YOU**

5.1. We will make reasonable efforts to ensure that the information we provide on the Application is correct. We may change the content or features offered on the Application or the functionalities or features in the application at any time, without prior warning, but we have no obligation to make any updates to the services that are provided.

5.2. You understand that the information we provided on the Application may not always be accurate, complete or fit for your purpose and that LBI-DHP cannot be responsible for any deterioration of your existing condition or any new condition that may occur.

## **ARTICLE 6. INTELLECTUAL PROPERTY RIGHTS**

6.1. The LBI-DHP, LBI-DHP, an institute of the Ludwig Boltzmann Gesellschaft (LBG), holds the copyright to the Application. We retain all rights, including all intellectual property rights to the Application, information, data and content provided by us. The term intellectual property rights in this clause means the following: unless otherwise noted all (trade) marks, logos, service marks, domain names, drawings, models, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, software, know-how and other rights, as well as all other industrial and intellectual rights, in each case regardless of whether they are registered or not and including the applications for registration, as well as all equivalent rights or means of protection leading to a similar result anywhere in the world. The above text in this paragraph concerns compiled binaries (bundled software release versions) produced by the LBI-DHP and hosted for download at more-health.at or available for download in the iOS or Android app stores with LBI-DHP and/or LBG as application providers. For a source code release of the application under separate terms, see: <https://github.com/MORE-Platform>; please note that these source code releases also allow other parties to offer access to instances or compiled versions of MORE under different or modified terms.

6.2. By using the Application, you agree to the terms and conditions of the license for the Application. You obtain a personal, revocable, non-exclusive, non-transferable right to use the Application in accordance with these terms and conditions. For the avoidance of doubt, there is no transfer of intellectual property rights, in whole or in part, and you are not allowed to reproduce, alter, disseminate, sell, loan, broadcast, license, reverse engineer, decompile, disassemble or otherwise exploit the content or source code of the MORE services or make derivative works thereof without our prior written permission. The MORE name and logo cannot be used without our prior written permission.

6.3. You remain the owner of any content you provide, and you give us a worldwide, non-exclusive, royalty-free license to use the content for providing the MORE services and for improving them.

6.4. This license does not comprise the right to incorporate the Application or parts of it into (software) products, which are sold or otherwise transferred to third parties. The grant of this license does not include the right to use the Application to provide services for the benefit of third parties or to provide clinical or medical services.

6.5. Nothing in this Agreement shall preclude LBI-DHP from entering into agreements with third parties concerning the Application.

## **ARTICLE 7. THIRD PARTY SOFTWARE**

7.1. The Application contains third-party code which is licensed as set out in Annex 2.

## **ARTICLE 8. DELIVERY & SUPPORT**

8.1. The Application in the version that this agreement pertains to can be downloaded via the Apple or Google App stores and in order to start using it you will need to enter a token that will be made available to you for participation in a particular study by the respective responsible study team (study controllers).

8.2. This Agreement does not contain, promise or guarantee any offer of support by the LBI-DHP or LBG on using, installing, managing, or otherwise operating the Software.

## **ARTICLE 9. DATA PROTECTION**

9.1. LBI-DHP processes your personal data on behalf of the health care practitioner, researcher, or the research institution who recommended you this Application (the controller). LBI-DHP acts as a processor on behalf of the controller, to obtain your consent, to transfer the results of the surveys, questionnaires and/or sensor data derived from your mobile phone and/or wearable or stationary sensing devices linked to the MORE platform to the controller, and to perform analyses or store your personal data for purposes that must be explained to you in clear terms by the controller.

9.2. LBI-DHP may also process your personal data, including your survey or questionnaire responses or sensor data, for its own purposes, linked to your registration for the use of the services and the improvement of the services. This may be achieved through dedicated data collection for these purposes or in mutual agreement with any data controller. You will find more information relating to the processing of personal data about you in our privacy policy. In this case, LBI-DHP shall act as data controller for processing your personal data.

## **ARTICLE 10. WARRANTY AND LIABILITY**

10.1. You acknowledge that the Application is a survey or questionnaire participation and sensor data collection application only which facilitates communication between you and study controller(s) and does not provide medical advice. While messages and notifications may be sent to you through MORE on behalf of the study controller, you acknowledge that the Application may not be used as a substitute for medical advice, diagnosis, prevention, monitoring or treatment of any health condition or problem. You acknowledge that LBI-DHP is not responsible for the content of any messages delivered to you through MORE on behalf of the study controller for any interpretation, clinical or otherwise, of such

messages or of your responses to the survey or questionnaire questions, or of any sensor data collected with MORE.

10.2. You acknowledge that the App is currently understood to be experimental in nature to support the planning and execution of studies, research, or evaluations and is made available to you free of charge. You acknowledge that the LBI-DHP is not responsible for the accuracy or veracity of the professional credentials or qualifications of study controllers, including any medical credentials or qualifications. You agree that you are solely responsible for verifying the professional credentials or qualifications of any study controller with whom you are connected by the application.

10.3. The Application is provided "as is" and LBI-DHP makes no representations and extends no warranties of any kind, either express or implied with respect to the Application. There are no express or implied warranties of merchantability or fitness for a particular purpose or warranties that the use of the Application will not infringe any patent, copyright, trademark, or other proprietary rights. As far as legally permissible, you shall indemnify and hold harmless the LBI-DHP from all losses, damages, expenses, costs and other liabilities in connection with your use of the Application and your personal data.

10.4. LBI-DHP shall not be liable for any failure in performance hereunder arising out of causes beyond its control or for any direct or indirect damages caused to you or third parties arising out of your or LBI-DHP's use of Application or the personal data, unless caused by willful misconduct of LBI-DHP.

10.5. Notwithstanding the foregoing, the liability of LBI-DHP / LBG shall not be limited to the extent such limitation is not permitted by law or to the extent that damages are caused by willful misconduct of LBI-DHP / LBG.

## **ARTICLE 11. DURATION**

11.1. This Agreement is effective from the date on which you download the Application (from an app store, or via a link to more-health.at or any subdomains or URL hosted on that domain) and shall remain in force until you delete your account or LBI-DHP terminates this Agreement in case of a violation of these terms and conditions.

11.2. No Party shall on termination of this Agreement be relieved of its obligations accrued hereunder prior to the date of such termination nor shall any such termination affect any rights of a Party accrued prior to the date of termination. The obligation of the parties contained in paragraph 6, 9 and 10 hereof, will survive the end of the Agreement.

11.3. Upon termination of this Agreement you shall promptly cease using the Software. Furthermore, you shall either return to LBI-DHP all copies of the Software or certify in writing to LBI-DHP that all copies have been destroyed, unless the right for continued use is retained through alternative licensing terms endorsed by the LBI-DHP.

## **ARTICLE 12. MISCELLANEOUS**

12.1. Any notice authorized or required to be given to LBI-DHP under this Agreement shall be in writing and shall be deemed to be duly given if left at or sent by registered post or facsimile transmission addressed to:

Address:	To the attention of:	Heading:
Ludwig Boltzmann Institute for Digital Health and Prevention Lindhofstraße 22, 5020 Salzburg, Austria	Responsible Principal Investigator for the MORE Platform	Notice regarding MORE terms and conditions

12.2. LBI-DHP may assign, transfer or sublicense this Agreement wholly or partially to any third party without your prior written consent.

12.3. Any delays in or failures of performance by a Party under this Agreement shall not be considered a breach of this Agreement to the extent caused by occurrences beyond the reasonable control of the Party affected, including but not limited to: acts, regulations, or laws of any government, strikes or other concerted acts of workers, pandemics, fires, floods, explosions, riots, wars, rebellions, terrorism and sabotage, and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence of force majeure.

12.4. The terms and conditions herein contained constitute the entire agreement between the Parties and supersede all previous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter hereof.

### **ARTICLE 13. CHANGES**

We may revise these terms and conditions from time to time. The changes will not be retroactive, and the most current version of the terms and conditions, will govern our relationship with you. We will notify you of the changes that will be made 30 days in advance via the Application. By continuing your use of the MORE services after these 30 days, you agree to be bound by the revised terms and conditions.

### **ARTICLE 14. DISPUTES**

14.1. In the event of disputes in the interpretation and/or performance of this Agreement, the Parties shall first undertake to settle their differences amicably.

14.2. This Agreement is governed by the laws of Austria, to the exclusion of any conflict-of-laws rules which would cause the laws of another jurisdiction to apply. Any dispute related to this Agreement will be adjudicated exclusively by the Austrian courts.

### **ANNEX 1. DESCRIPTION OF THE SOFTWARE**

The MORE Application consists of a mobile application for use on a smartphone. The Application allows users to connect with MORE backend services at freely configurable endpoints (URLs i.e. internet addresses under which studies are hosted; all studies covered in these terms and conditions will be hosted on a subdomain or URL of more-health.at through which Study Controllers can host studies that may include receiving surveys or questionnaires assigned to participants by connected Study

Controller(s), and respond to survey questions, as well as to engage in sensor data collection from mobile phones, wearable devices, or stationary sensor devices. Application users can read and agree to or decline informed consent for any study they are asked to participate in (by signing in to study participation provided to them by the study controller(s)). The application also provides an overview of measures and data collection efforts that are part of the study and allows the configuration of sensor device connections and linking. Please note that this description pertains to the main releases of MORE by the LBI-DHP / LBG. Since the MORE source code is available to other parties and since the platform can be extended, different functionalities may be included in modified versions.

## **ANNEX 2. THIRD-PARTY CODE**

The Application is written in the Java / Kotlin language with translations to Swift / Xcode for the iOS version of the app. The Application also includes a range of third-party packages and libraries to perform our services. If you have any questions please contact: [more@dhp.lbg.ac.at](mailto:more@dhp.lbg.ac.at)

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# Privacy policy for the MORE app

Ludwig Boltzmann Gesellschaft - Österreichische Vereinigung zur Förderung der wissenschaftlichen Forschung (registered in Nußdorfer Straße 64, 6. Stock, 1090 Wien, Österreich), represented by Ludwig Boltzmann Institute for Digital Health and Prevention (located at Lindhofstraße 22, 5020 Salzburg, Austria, Tel +43 (0) 57255 82701; hereinafter “LBI-DHP”) acts as the data controller of your personal data and takes your privacy and the protection of your personal data seriously.

With this privacy policy we want to explain to you how and why we use your personal data when you use the MORE app. We do it with care, and we follow applicable law, including but not limited to the rules of the EU General Data Protection Regulation (GDPR).

To be able to provide you with the MORE service (i.e., to enable you to participate in studies as configured by a study controller, which may include receiving and responding to surveys or questionnaires and participating in sensor data collection from mobile phones, or wearable or stationary sensor device connected to the MORE platform or app) we need some information about you (i.e., your personal data):

- Your IP address (the address of your device on the internet, which makes it unique);
- Your time zone;
- The type and operating system of your device;
- The version of the app you are using;
- Information about technical issues of the app (such as crashes);
- Sensor data including e.g.:
  - Acceleration via mobile accelerometer
  - Location via mobile GPS
  - Heart rate via a Polar Verity Sense wearable sensing device
- Questionnaire & survey data via Limesurvey and simple question implementation (directly in platform)
- Data you agree to be collected as part of the informed consent procedures and data collection explanation and justification which are a legal requirement for the study controller.

Our legitimate interest for collecting, storing and utilizing your personal data in the categories listed above is to give you the right and ability to use our service, to improve our services, by correcting errors and adding new functionalities, as well as to inform you of updates of the app. We may also, for the same reason, need to use your personal data to defend ourselves in the frame of legal proceedings.

Whenever taking part in a study, explicit consent for each data collection module used in that study has to be given by the user.



We also use your personal data because we were asked to by the survey provider, in order to enroll you and analyze the answers you give to the survey and questionnaires sent to you via the app. Your survey provider will tell you what they do with the answers you give to questions they send you. If they haven't done that yet, you have the right to ask them to do so.

We may therefore share your data with researchers associated to the respective study via their role as administrator, operator or viewer. We will not transfer your personal data to any third party without your written consent.

The use of the MORE platform is entirely voluntary. The above data is processed on the basis of your consent to take part in a study run by the MORE platform.

We store and process your personal data no longer than needed for meeting the purposes for which your data were collected, i.e., study and research purposes.

Your personal data is kept confidential and LBI-DHP provides all reasonable physical, electronic, and procedural safeguards to protect your personal data. We take all appropriate measures to safeguard and prevent unauthorized access to your personal data, including appropriate identity management measures, pseudonymization and anonymization where possible, encryption where needed. Your data will stay with us, in the EU or on services providing a legally permissible GDPR adequacy recognition. Please note that subject to terms and conditions set out for participation in a particular study through the informed consent materials for that study or any other legally permitted information pathway, the study controller may obtain, modify, utilize and possibly publish your data.

We will keep your personal data confidential, and we will do all we reasonably can to keep it safe, on our servers. We will use organizational measures such as access management, which means that we will make sure that within our organization and also among registered members of a study team only selected persons can access your data. We will also implement technical measures to secure your data, such as anonymisation and pseudonymisation, and encryption in storage and particularly in transport.

We will only keep your data for as long as we need it to provide you with our service or to defend ourselves in the frame of legal proceedings.

You can ask us for a copy of your data, you can also ask us to correct data that is wrong and add missing information. You can ask us to stop using your data and erase it. Under certain conditions, you can also ask us to use your data only for specific reasons.

You can also delete any data that is currently held in the app on your phone yourself by deleting the application and selecting for all linked local data to be removed as well, if you are really sure you do not want to use it anymore. But don't forget that once the data is deleted you (or we) cannot recover it!

You can ask us about all of the above by sending us an e-mail at [more@dhp.lbg.ac.at](mailto:more@dhp.lbg.ac.at).

If you have a question or complaint, please let us know by sending an e-mail to [more@dhp.lbg.ac.at](mailto:more@dhp.lbg.ac.at). In any case, you also have the right to complain directly to the competent data protection authority.

We will inform you about material changes to this privacy policy on the app.

You can revoke this consent at any time. A revocation has the consequence that we will no longer process your data for the above-mentioned purposes from this point on. For a revocation, please contact: [more@dhp.lbg.ac.at](mailto:more@dhp.lbg.ac.at). If you delete your user account within MORE, 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.

After registration you can stop using the MORE platform at any time, which includes the deletion of all data from you. For deletion of data please contact: [more@dhp.lbg.ac.at](mailto:more@dhp.lbg.ac.at).

If you have a complaint about our processing of your data or the exercise of your rights, please contact us directly (see below) or via mail: [more@dhp.lbg.ac.at](mailto:more@dhp.lbg.ac.at).

**The MORE platform uses technical service providers (as subcontractors) to perform its services. If you have any questions with regard to these providers, please contact: [more@dhp.lbg.ac.at](mailto:more@dhp.lbg.ac.at).**

**You can reach us at the following contact details:**

Ludwig Boltzmann Institute for Digital Health and Prevention

Lindhofstraße 22

5020 Salzburg

Tel +43 (0) 57255 82701

**You can reach our data protection officer at:**

Mag. Dr. Bernd M. Schauer

[bernd.schauer@lawvision.eu](mailto:bernd.schauer@lawvision.eu)

Telefon: +43 1 997 1190

**Legal notice**

You are generally entitled to the rights of information, correction, deletion, restriction, data portability and objection. To do so, please contact us. If you believe that the processing of your data violates data protection law or your data protection rights have otherwise been violated in some way, you can complain to the supervisory authority. In Austria, the data protection authority (Datenschutzbehörde) is responsible.

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