

Terms and Conditions for MORE Study Manager

These terms and conditions are an agreement between you, the MORE Study Manager 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 Study Manager (alternatively “MORE”)

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

RECITALS

- A. MORE is an application provided to you at the URL more-health.at or any sub-domains or URLs thereof by the LBI-DHP as a progressive web application for configuring and running studies and for managing study participants and to enable them to participate in studies, including long-term situated deployments. MORE can be used to configure studies that include informed consent, various measures or observations, including e.g. questionnaires or surveys and the possibility to collect 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) via the bridge of the MORE platform itself. The MORE Study Manager works in conjunction with smartphone applications for the Android and iOS operating systems that enable study participants to follow through with study procedures, respond to surveys / questionnaires and engage in sensor data collection.
- 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. If you are using the services on behalf of a legal entity, we assume that you are authorized and entitled to accept these terms and conditions on behalf of the legal entity you represent.
- 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 the Study Manager cannot be seen as medical or therapeutic advice and you acknowledge and accept that MORE does not provide any medical services.
- D. The LBI-DHP, representing the LBG for the purposes of this Agreement, is entitled to grant access rights to the Study Manager (as defined below) to third parties. In view of your interest in acquiring a non-exclusive license to use the Study Manager as a Study Controller, by agreeing to this license agreement you agree to be bound by the following terms and conditions:

ARTICLE 1. DEFINITIONS

- 1.1. **“Study Manager”** shall mean the interface for creating and managing studies, for configuring (adaptive) interventions and accessing collected study data as described in Annex 1, which will be made available by the LBI-DHP to you as an online tool.
- 1.2. **“Application”** shall mean the LBI-DHP mobile MORE application for responding to surveys created using the Study Manager (in the respective versions for the Android and iOS operating systems).
- 1.3. **“Participant”** shall mean any user of the MORE Application who is or has been linked to you as their Study Controller.
- 1.4. **“Study Controller”** shall mean a practitioner or researcher who can configure and share studies via the Application.
- 1.5. **“Transferred Information”** shall mean information, including survey responses, sensor data or other input provided by Participant(s) which is made available to you through the Study Manager.
- 1.6. **“MORE Services”** shall mean i) the provision of the Study Manager as an online tool; ii) the storage by LBI-DHP of Transferred Information on a server managed by the LBI-DHP and iii) provision to you of access to the Transferred Information.
- 1.7. **“Agreement”** shall mean these terms and conditions together with all their annexes.

ARTICLE 2. REGISTRATION TO MORE SERVICES

- 2.1. Access to the MORE Services via the Study Manager requires your registration of a personal account. Except when you lawfully register on behalf of a legal entity, you are not allowed to register an account for anyone but yourself. You are responsible for safeguarding your account, username and password.
- 2.2. You shall provide accurate and complete information when registering your personal account and using the MORE Services. You shall update this information in case of any changes. You shall keep the account name and password secret and you will not share the account name and password with anyone.
- 2.3. You agree that you will not attempt to discover or use the personal account of anyone else. You will not create any unauthorized account, 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 3. ACCESS TO AND USE OF THE MORE SERVICES

- 3.1. 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 Study Manager. However, access to the MORE Services or the Study Manager 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 Study Manager or, if the terms and conditions for the use of the Study Manager are breached. We shall not be held liable for any damage or loss if for any reason the Study Manager is temporarily or permanently unavailable, or access to the Study Manager is restricted.

3.2. You are responsible for your use of the Study Manager and for any content you provide on or via the Study Manager, 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 libelous content, or any content infringing third party rights on the Study Manager. We do not endorse, support, represent or guarantee the accuracy, completeness or reliability of any content provided by you on the Study Manager. We do not monitor or control the content you provide and shall not be liable for any content you have provided via the Study Manager, and your use of or provision of any content on the Study Manager is at your own risk. We reserve the right to remove any content at our discretion and without prior warning.

3.3. 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 other users 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 including by not limited to by 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 the Study Manager forms a legal risk to us.

ARTICLE 4. INFORMATION PROVIDED TO YOU

4.1. We will make reasonable efforts to ensure that the information we provide on the Study Manager is correct. We may change the content or features offered on the Study Manager 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.

4.2. You understand that the information on the Study Manager 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 for yourself or for any Participants you connect to using MORE Services.

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS

5.1. The Study Manager and MORE Services are copyrighted by LBI-DHP, an institute of the Ludwig Boltzmann Gesellschaft (LBG). We retain all rights, including all intellectual property rights to the Study Manager, information, data and content provided by us. The term intellectual property rights in this clause means the following: 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 or hosted tools and services (bundled software release versions) produced by the LBI-DHP and hosted - or available 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 Study Manager 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.

5.2. By using the Study Manager, you agree to the terms and conditions of the license for the Study Manager. You obtain a personal, revocable, non-exclusive, non-transferable right to use the Study Manager 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.

5.3. 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 improve them.

5.4. This license does not comprise the right to incorporate the Study Manager 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 Study Manager to provide services for the benefit of third parties or to use the Study Manager to provide clinical or medical services.

5.5. Nothing in this Agreement shall preclude LBI-DHP from entering into agreements with third parties concerning the Study Manager, MORE Services, or Application.

ARTICLE 6. DELIVERY & SUPPORT

6.1. After you have agreed to the terms of this Agreement, LBI-DHP shall provide to you the necessary information to use the Study Manager, but this Agreement does not include support by LBI-DHP on the Study Manager.

6.2. LBI-DHP gives no guarantee of continuity of availability of the MORE Services. Without prejudice to Article 5 of this Agreement, LBI-DHP reserves the right to discontinue MORE Services at any time without advance notification to you.

ARTICLE 7. DATA PROTECTION

7.1. LBI-DHP shall act as data controller for the processing of any personal data that LBI-DHP collects from you in the course of the provision of the Study Manager.

7.2. LBI-DHP shall act as data processor for the processing of any personal data included in the Transferred Information. You are the data controller for such information. The data processing agreement in Annex 2 applies.

ARTICLE 8. DATA SHARING

8.1. You agree to share the Transferred information with LBI-DHP for the purpose listed in this article. The LBI-DHP processes the personal data of Participants on your behalf as the Study Controller (and data controller). LBI-DHP acts as a processor on your behalf, to obtain Participant consent, to transfer the results of the surveys, questionnaires and/or sensor data derived from Participant mobile

phones and/or wearable or stationary sensing devices linked to the MORE platform to you, and to perform analyses or store your personal data for purposes that must be explained to Participants in clear terms by you as the study manager and data controller. You can use the informed consent mechanisms available as part of the MORE platform or you may use paper-based or other means of obtaining informed consent and of adhering to your GDPR duties as a data controller.

8.2. LBI-DHP may have to process the Transferred information for its own purposes, including Participants' survey or questionnaire responses or sensor data, linked to their registration for the use of the services and the improvement of the services, as well as for legal, auditory, or technical improvement reasons. This may be achieved through dedicated data collection for these purposes (in which case the LBI-DHP acts as the data controller) or in mutual agreement with you as the data controller.

8.3. LBI-DHP may process the Transferred information in an anonymized manner to improve and further develop the MORE Services and the Study Manager.

8.4. LBI-DHP will process the Transferred information as strictly necessary for its own purposes, in compliance with article 5 of the GDPR.

8.5. LBI-DHP will implement the necessary and appropriate measures in order to secure the Transferred information shared by you in compliance with article 32 of the GDPR.

8.6. When you are not established in the European Economic Area, the Standard Contractual Clauses of the European Commission ("SCC") apply to the transfer of Transferred information outside of the EEA, if the country in which you are established is not covered by an existing adequacy decision adopted by the European Commission. Where LBI-DHP acts as a data processor, the SCCs in annex 3 apply.

ARTICLE 9. SURVEY QUESTIONS AND FEEDBACK

9.1. You agree that any survey questions or study configurations that you submit through the Study Manager can be used by LBI-DHP for any purpose including, but not limited to, providing such questions or study configurations to other users of the Study Manager for use in their own surveys. You warrant that any survey questions or configurations you submit do not infringe on any third-party rights and that, where necessary, you have obtained approval from third parties in order to grant the right to LBI-DHP to use the survey questions or study configurations.

9.2. You are encouraged to provide LBI-DHP with feedback on the Study Manager as used in compliance with this Agreement. LBI-DHP is permitted to use any information provided by you for any purpose including but not limited to making changes to the Study Manager or for further research purposes. All feedback shall be sent to: more@dhp.lbg.ac.at

ARTICLE 10. WARRANTY AND LIABILITY

10.1. To the extent legally possible, we shall not be liable for any direct or indirect damages incurred by you by using the Study Manager, MORE Services, Application, or any parts thereof.

10.2. You acknowledge that the Study Manager is study management software only which facilitates communication between you as the Study Controller and Participant(s) and does not provide medical

advice. You acknowledge that the Study Manager may not be used as a substitute for medical advice, diagnosis, prevention, monitoring or treatment of any health condition or problem. You acknowledge and agree that you and your organization are solely responsible for the content of the survey questions used by you, for justifying (sensor, survey, or any other) data collection to Participants of any study you may configure and execute using MORE and for any interpretation, clinical or otherwise, of answers to the survey questions, or of sensor or other data collected through MORE. You acknowledge and agree that this license does not constitute ethical approval of any kind for academic or clinical use and that you are solely responsible for obtaining prior ethical approval for your use of the Study Manager within the terms of this Agreement.

10.3. You acknowledge that the Study Manager is currently understood to be experimental or physical in nature and is made available for free to you. The Study Manager is provided “as is” and LBI-DHP makes no representations and extends no warranties of any kind, either expressed or implied with respect to the Study Manager. There are no express or implied warranties of merchantability or fitness for a particular purpose or warranties that the use of the Study Manager will not infringe any patent, copyright, trademark, or other proprietary rights. You shall indemnify and hold harmless LBI-DHP from all losses, damages, expenses, costs and other liabilities in connection with your use of the Study Manager and 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 the Study Manager or the personal data, unless caused by the willful misconduct of LBI-DHP.

10.5. Notwithstanding the foregoing, the liability of LBI-DHP 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.

ARTICLE 11. DURATION

11.1. This Agreement is effective from the date on which you register for the Study Manager 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. Account deletion can either be effectuated through the MORE Study Manager or via email to more@dhp.lbg.ac.at.

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 5, 7, 8, 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

13.1. 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:	Attention:	Heading:
Ludwig Boltzmann Institute for Digital Health and Prevention Lindhofstraße 22, 5020 Salzburg, Austria	Responsible Principal Investigator for the MORE Platform	Notice regarding MORE Study Manager terms and conditions

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

13.3. 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.

13.4. 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, which can always be found at {{TODO: UPDATE URL!!!}}, will govern our relationship with you. We will notify you of the changes that will be made 30 days in advance via the Study Manager or via E-Mail. 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

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

15.2. 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 Study Manager software consists of an online web application. This web application allows users to create studies (with elements including surveys or questionnaires designed by the user, intended sensor data collection from smartphones, wearable and stationary sensing devices, as well as freely configurable external data sources [“integrations”] for association with study datasets), configure when those data collections (called “observations” on the platform) should be effectively executed via the smartphone Application, and assign observations and study configurations to (groups of) Participant(s) associated with the user of the Software. The Study Manager can also display information collected from Participants (“monitoring”) and offers data downloads and the ability to collaborate with other registered users of the Study Manager on the management and execution of shared studies. “Interventions” can be configured to dynamically react to certain observations with actions (e.g. sending a notification to study participants). Participants use the smartphone applications to provide questionnaire or survey responses and to allow for the intended sensor data collections, whereas additional data from external sources can be associated with a study data corpus via REST via HTTP calls using a study-specific API key (and encrypted transport). Survey responses are immediately transferred upon completion by participants, whereas sensor data is initially collected locally on the smartphones used by Participants for participating in a study and then transferred to MORE services via a buffered queue.

ANNEX 2. DATA PROCESSING AGREEMENT

1. GENERAL

1.1. With respect to the processing of personal data by the Processor on behalf of the Controller (“personal data”), You are the “controller” and LBI-DHP is the “processor” within the meaning of EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (“GDPR”).

1.2. The terms “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing”, “Processor”, and “Supervisory Authority” bear the meaning ascribed to them in the GDPR.

1.3. This processing concerns the types of personal data as described in the annex.

1.4. This processing concerns the following categories of data subjects as described in the annex.

1.5. This processing will only be carried out for the purpose(s) as described in annex, or the legal or judicial obligations of the Processor or the Controller, and for the duration of the processing of personal data on the basis of this agreement or for as long as is necessary for the fulfillment of the legal or judicial obligations of the Processor. The Processor will inform the Controller in advance, if this takes place with the aim of fulfilling the legal or judicial obligations of the Processor or the Controller, unless this is forbidden by law or by court.

1.6. The Processor will only process the personal data on the Controller's written instructions, including with regard to the transfer of the personal data to a third country or an international organization, unless a provision of Union or Member State law to which the Processor is subject so requires; in that case, the Processor will inform the Controller of that legal obligation prior to processing, unless such notification is prohibited by law for important reasons of public interest. Subsequent

instructions can also be given by the Controller throughout the duration of the processing of personal data, but such instructions will always be documented and kept in writing, including electronically, in connection with this agreement.

1.7. Unless the Controller is established in a third country, the MORE Services shall be provided exclusively in the EU or EEA. Any relocation of the MORE Services or parts thereof to a third country requires the prior consent of the Controller and may only take place if the special requirements of Articles 44 et seq. GDPR are satisfied (e.g., adequacy decision of the Commission, standard contractual clauses, approved codes of conduct).

2. SUB-PROCESSORS

2.1. The Controller hereby grants the Processor a general authorisation to engage other processors ("Sub-processor").

2.2. The Controller may object to the appointment or replacement of other processors on reasonable grounds of which it will inform the Processor in writing. If the Controller reasonably objects to the appointment or replacement of other processors, either Party may terminate this Agreement, without judicial intervention and without compensation, with effect from the date on which the appointment or replacement takes effect.

2.3. Where the Processor engages a Sub-processor for carrying out specific processing activities on behalf of the Controller, the same or similar data protection obligations as set out in this Annex 2 shall be imposed on the Sub-processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where the Sub-processor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of the Sub-processor's obligations.

3. PROCESSOR'S DUTY OF CONFIDENTIALITY

3.1. The Processor will treat the personal data as strictly confidential and will not directly or indirectly disclose or make them available to third parties without the prior, written and explicit consent of the Controller, unless permitted on the basis of this agreement or required by a legal or judicial obligation.

3.2. The Processor will only disclose or make available the personal data of the Controller to its employees, contractors, directors, agents and representatives who are directly involved in the performance of this agreement on a strict need-to-know basis.

3.3. The Processor will ensure that persons, subcontractors and third parties authorized to process the personal data of the Controller on behalf of or at the request of the Processor are obliged in writing to maintain confidentiality or are legally obliged to do so, and are aware of their own obligations under the GDPR, other applicable data protection legislation, and this agreement.

4. SECURITY

4.1. The Processor will ensure that it provides sufficient guarantees to implement appropriate technical and organizational measures to ensure that the processing complies with the requirements of the GDPR and that the data subject's rights are protected.

4.2. The Processor will take all measures required under the Article 32 GDPR.

4.3. The data security measures may be correspondingly adapted to technical and organizational developments as long as they do not fall below the threshold levels stipulated herein. The Processor will implement any changes required to maintain information security without undue delay and taking into account the requirements of Article 32 GDPR.

4.4. At the Controller's request, the Processor will inform the Controller in writing of these measures as well as the measures taken by its sub-processors.

4.5. The Processor will conform to the standards of approved codes of conduct and certification mechanisms as applicable within the industry. At the first request of the Controller, the Processor will provide proof thereof.

5. COMPLIANCE

5.1. The Processor will make available to the Controller all information necessary to demonstrate compliance with the article 28 GDPR and will allow audits including inspections, by the Controller or any other auditor authorized by the Controller and cooperate with them in accordance with Article 7 of this Annex.

5.2. The Processor guarantees that there are no obligations that arise from any applicable legislation that make it impossible to comply with the obligations of this agreement.

6. INFORMATION AND ASSISTANCE

6.1. The Processor will, taking into account the nature of the processing, assist the Controller with appropriate technical and organizational measures, to the extent reasonably possible, to fulfill the obligation of the Controller to comply with requests for the exercise of the data subject's rights laid down in Chapter III GDPR.

6.2. The Processor will assist the Controller in complying with the obligations of the articles 32 to 36 GDPR, to the extent reasonably possible, taking into account the nature of the processing and the information available to the Processor.

6.3. The Controller will inform the Processor in writing of the name and contact details of its data protection officer or the Controller's employee(s) responsible for data protection.

6.4. The Processor will inform the Controller immediately if, in its opinion, an instruction violates the GDPR or any other Union or Member State law provision on data protection. In this case, the Processor has the option of suspending the implementation of the instruction concerned until it is confirmed or amended by the Controller.

7. AUDIT

7.1. The Processor will inform the Controller without delay if it considers that an order violates the GDPR or other data protection legislation of the EU or a Member State. An audit can be carried out if the Processor has been notified by registered letter at least 3 weeks in advance, no more than 2 times per contract year, and on all days (between 9 a.m. and 5 p.m.) except Saturdays, Sundays, days which are a bank holiday in the country where the Processor is established, and days on which the Processor is collectively closed due to holidays. Audits are carried out at the expense of the Controller.

8. DELETION OR RETURN

8.1. The Processor will, at the choice of the Controller, ensure that, at the end of the provision of the service relating to the processing, it deletes or returns all Personal Data and deletes existing copies, unless a provision of Union or Member State law provides for the retention of such Personal Data.

9. DATA BREACHES

9.1. In the event of a personal data breach within the meaning of the Article 4.12 GDPR with respect to personal data of the Controller processed by the Processor or its sub-processors, the Processor will without undue delay inform the Controller by telephone and by e-mail of the breach, and the Processor will provide all information necessary to enable the Controller to fulfill its obligations under the Articles 33 and 34 GDPR.

9.2. The Processor will immediately take all measures necessary to limit and remedy the breach and will assist the Controller, at its first request, and supervisory authorities in investigating the breach. These measures are taken in consultation with the Controller unless in cases of extreme urgency which require the immediate intervention of the Processor.

9.3. Unless required by law or expressly instructed in writing by the Controller, the Processor will not pass on any information regarding a personal data breach to any third party.

9.4. The Processor and its sub-processor will appoint among their staff a single point of contact who will be responsible for all communication between the Processor, the sub-processor and the Controller in the event of an incident which has led or may lead to an accidental or non-authorized destruction or loss, or a non-authorized access, alteration or transmission of the personal data processed on behalf of the Controller.

Annex

Categories of personal data:

- Transferred information, which includes the answers to the surveys or questionnaires and their analysis by the MORE system,
- Identification information necessary to register the Application user and create a link with you.
- Mobile sensing data, collected during surveys only if requested by Study Controller, including and limited to:
 - Battery charge
 - Nearby Bluetooth devices
 - Nearby Wi-Fi-signals
 - Accelerometer data
 - Pedometer data

- GPS Location
- Light intensity (Android only)
- App usage (Android only)

Data subjects:

- Application users having to register to use the application and creating a link with You (via token)

Basic task performed on your behalf by LBI-DHP

- Collection of consent and survey data from app users
- Standard analytics provided by the platform
- Storage of transferred data

ANNEX 3. STANDARD CONTRACTUAL CLAUSES

LBI-DHP invokes Module 4 of the Standard Contractual Clauses (SCCs) for the transfer of Transferred information to a data controller in a third country. The SCCs refer to Module 4 of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council. Module 4 of the SCCs forms an integral part of this Agreement and by agreeing to this Agreement, the Parties shall be deemed to have concluded SCCs as described in this Annex. The terms used in this Annex shall have the same meaning as in the SCCs.

For the purposes of these SCCs:

- LBI-DHP (data processor) acts as data exporter and its activities consist of transferring Transferred information in the context of the Study Manager as data processor to you as data controller;
- You (data controller) act as data importer and the activities consist of processing Transferred information in the context of the Study Manager as data controller;
- The Parties do not enter into an optional docking clause (Clause 7(a)-(c));
- The parties have not agreed on an additional redress mechanism for data subjects (Clause 11(a))
- Austrian law applies;
- Only German-speaking courts are competent to resolve disputes within the framework of the SCCs.

For the purposes of Annex I.B:

- The data subjects are the data subjects mentioned in Annex 2;
- The categories of personal data transferred consist of the categories of personal data as mentioned in Annex 2;
- The frequency of the transfer consists of a continuous transfer.

- The nature of the processing consists of the description as stated in Annex 1.
 - The purpose of the transfer consists of the tasks as stated in Annex 2;
 - The retention period of the personal data consists of the period determined by the data controller;
 - There is no transfer to (sub) processors.
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Privacy policy for the MORE Study Manager

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 very seriously.

This privacy policy intends to provide you with clear and transparent information on how we deal with your personal data when using the MORE Study Manager. We treat your personal data with care and we only process these in compliance with the applicable legislation, including the European General Data Protection Regulation (GDPR).

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

If you want to know more about The LBG's privacy policy, please visit [{{TODO: UPDATE URL HERE}}](#)

ARTICLE 1. WHEN DOES THIS PRIVACY POLICY APPLY?

This privacy policy applies to our processing of personal data concerning you as a user of the MORE Study Manager, either for scientific research or to execute evaluations of separate digital health applications, interventions, or similar.

ARTICLE 2. WHICH PERSONAL DATA DO WE PROCESS AND WHY?

In the framework of the provision of the MORE services, we process the following personal data about you:

- your name and surname,
- your e-mail address,
- your affiliated organization (as indicated by you)
- any additional information you may choose to (optionally) include in any one of the many dynamic content adjusted fields..

We process your personal data for the purpose of providing you with a license to our Study Manager and services, and for updating you on any new releases of the software or changes in the terms of the license agreement.

We additionally process your name and surname for the purpose of verifying your identity to a potential study participant.

ARTICLE 3. WITH WHOM DO WE SHARE YOUR PERSONAL DATA?

We may share your name and surname and your city of residence or business with a potential study participant.

If you agree to share your survey questions with other users of the Study Manager, we may additionally share your name and surname, your city of residence or business, and your unique user identification code with other users of the Study Manager in association with the survey questions.

We will not transfer your personal data to any third party without your written consent, except to the potential study participant for the purpose of verifying your identity. We do not provide your personal data to parties outside of the European Economic Area.

ARTICLE 4. HOW LONG DO WE KEEP YOUR PERSONAL DATA?

Your personal data shall be 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, pseudonymisation and anonymization where possible, encryption where needed, informing and training our employees, and regular monitoring and evaluation of our security measures.

ARTICLE 5. HOW DO WE KEEP YOUR PERSONAL DATA SECURE AND SAFE?

We shall store and process your personal data no longer than reasonably required by business necessity to meet the purposes for which your personal data were collected.

ARTICLE 6. WHAT ARE YOUR RIGHTS AS A DATA SUBJECT?

You have the right to contact us to request access to your personal data or to request correction of inaccurate data or completion of incomplete data. In accordance with the conditions of applicable law, you may object to our processing of your personal data and request that we delete your personal data or restrict processing of your personal data when there is no longer a legitimate purpose for doing so. You may make any of these requests by contacting us at: more@dhp.lbg.ac.at.

If you have a complaint about our processing of your data or the exercise of your rights, you can contact us directly, but you also have the right to file a complaint with the data protection authority or the competent court.

SUBCONTRACTORS MORE

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.