

SALUSMO APP BETA VERSION – TERMS OF USE

Version 1.1; effective from September 1, 2026

The essentials (quick overview):

- Salusmo is a wellness application that analyzes user's movement patterns and notifies users when it detects relevant changes in those patterns.
- Salusmo is NOT a medical device and does not provide medical advice, diagnosis, treatment, monitoring, or prevention of any disease, injury or medical condition. Any information, notification, insights, or recommendations provided through the application are for informational purposes only and must not be relied upon as a substitute for professional medical advice or healthcare services.
- Access to certain features of Salusmo requires a paid subscription. Subscriptions are purchased through the Apple App Store. The applicable subscription fee and features included are displayed before subscription.
- All subscription payments, renewals, and billing processes are handled by Apple in accordance with the applicable Apple App Store terms and policies.
- **Institutional subscriptions may be purchased directly from MotionScan Ltd. by a company, university, research organization, healthcare organization, public institution, or other legal entity under an agreed Order Form. The Order Form may specify the applicable services, number of users or other usage units, subscription term, payment terms, and price.**
- **Where Salusmo is supplied under an Order Form for research, scientific investigation, evaluation, validation, feasibility or similar non-clinical purposes ("Research Use"), it is provided RESEARCH ONLY and must not be used for diagnosis, screening, clinical monitoring, triage, treatment, prevention or other clinical decision-making.**
- Provisions that are especially important and/or deviate from the default rules applicable under Hungarian law are identified by **bold and underlined formatting**. When you accept these Terms of Use, you acknowledge that you have understood such provisions as well and you explicitly accept them. Such provisions are contained in Sections 2, 3, 5, 7, 8, 9, 10, 11, 12 and 15 of these Terms.

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1. Who we are and what these Terms cover

These Terms of Use (these “**Terms**” or this “**Contract**”) are an agreement between you and us for the use of the latest version of our standard, non-medical “Salusmo” app and our linked services for consumers (the “**App**” or “**Salusmo**”). “We”, “us” and “our” mean MotionScan Ltd.:

- Registered seat: H-4300 Nyirbator, Domb utca 1.; Hungary
- Company registration number: 15-09-090243
- Tax number (VAT): 27416192-2-15
- Email: info@salusmo.com
- Phone number (does not qualify as a customer service center): 00 36 30 878 1702
- Website: <https://salusmo.com>
- Hosting provider: Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland; phone number: +353 1 706 3117; website (via which you can contact the provider): <https://www.microsoft.com>

Institutional and Research Use. These Terms may also apply where Salusmo is made available to a company, university, research organization, healthcare organization, public institution, governmental body, non-profit organization, or other legal entity (an “**Institutional Customer**”) under an Order Form for organizational, research, scientific, evaluation, validation, feasibility, usability or other non-consumer purposes. In such case, the provisions expressly applicable to Institutional Customers, Authorized Users and Research Use shall apply in addition to the consumer provisions of these Terms, except to the extent a provision is expressly stated to apply only to consumers.

Customer. For Institutional Use, “**Customer**” means the Institutional Customer identified in the applicable Order Form. A person accepting these Terms or an Order Form on behalf of a legal entity represents that they are duly authorized to bind that legal entity.

Authorized User. “**Authorized User**” means an individual authorized by an Institutional Customer to access or use Salusmo under the applicable Order Form, including an employee, researcher, investigator, contractor or other authorized representative.

Research Participant. “**Research Participant**” means an individual whose personal data, health-related data, movement data or other information is collected, generated, uploaded or otherwise processed in connection with a Research Use activity conducted by or for an Institutional Customer.

Order Form. “**Order Form**” means a written or electronic ordering document accepted or agreed by MotionScan and the Institutional Customer that identifies the Services purchased and the applicable commercial and operational terms.

These Terms do not cover SalusmoPro or any other application or service provided by us. We have not committed voluntarily to any code of conduct; if we do, we will tell you where to find it.

2. What Salusmo does – and does not do

IMPORTANT – PLEASE READ. Using the sensors in your Apple Watch and iPhone, Salusmo analyzes the quality, patterns, and consistency of your movement, and may notify you when it detects changes, irregularities or asymmetries. It may also send notifications to the contacts designated by you and suggest that you contact them. It can also calculate wellness risk factors based on the information collected by the app and information provided by you, analyze and present trends in your movements and activity over time, enable you to complete short self-assessments, and provide educational and informational content related to wellness.

Salusmo is a wellness app. Salusmo is not a medical device and is not intended to diagnose, detect, predict, monitor, prevent or treat any illness or condition. Salusmo does not give medical advice and is not a substitute for a physician, professional healthcare services, or for emergency medical services. In the event of a medical emergency, contact your local emergency services immediately, and do not wait for the App to do so.

The App's functionality depends on the availability and accuracy of your device's sensors, a stable internet connection, and the information you provide through the App. The App's results may be inaccurate, delayed, incomplete, or unavailable. Its functionality depends on the proper operation of your device, including adequate battery charge, internet connectivity, functioning sensors, and enabled features. We do not verify the accuracy, completeness, or correctness of any information the user's provide. Salusmo uses an artificial intelligence system to analyze the user's movement and other data to generate notices to you. Our artificial intelligence system may make mistakes. The App is intended for use by adults aged 18 years or older who are generally healthy. If you have a medical condition, consult your healthcare professional before using the App, engaging in an exercise program, or making changes to your lifestyle.

Institutional Research Use – Research Only.

Where the applicable Order Form designates the Services as Research Use, Salusmo is provided solely for research, scientific investigation, evaluation, validation, feasibility, usability, or other expressly agreed non-clinical purposes. **RESEARCH ONLY – NOT FOR CLINICAL USE.**

For Institutional Customers, additional data, outputs or information generated, collected or processed by Salusmo may be made available upon the Customer's request where expressly agreed in the applicable Order Form. This may include data or system outputs that are not ordinarily displayed or accessible through the App interface, including, where technically feasible and permitted by applicable law, raw or intermediate model outputs, algorithmic scores, measurements, technical data, research datasets or other system-generated information.

The availability of any such additional data or outputs is subject to (i) technical feasibility, (ii) compliance with applicable data-protection, privacy, security and other legal requirements, and (iii) any applicable fees or other commercial terms specified in the applicable Order Form. MotionScan may refuse, limit or modify a requested data output or transfer where it is not technically feasible, would conflict with applicable law or data-protection requirements, or has not been agreed in the applicable Order Form.

Unless otherwise expressly agreed in writing, the standard App interface does not imply that all data, intermediate processing results, model outputs, raw data or other information generated or processed by Salusmo will be made available to the Customer or its Authorized Users.

Under Research Use, Salusmo outputs, notifications, scores, analyses, measurements, visualizations and other results must not be used for the diagnosis, screening, prediction, clinical monitoring, triage, treatment, prevention or management of any disease, injury or medical condition, and must not be used as the basis for a clinical decision concerning an individual.

The fact that a research study evaluates whether Salusmo may identify or characterize movement changes associated with a medical condition does not authorize clinical use of the App or its outputs. Research results shall be treated as research information and shall not be represented as a medical diagnosis, clinical recommendation or clinically validated result unless and until MotionScan expressly authorizes such use in writing and the applicable regulatory requirements have been satisfied.

For Research Use involving human participants, the Institutional Customer is responsible for ensuring that the research is conducted under the applicable research protocol and in compliance with applicable law, ethics requirements, institutional requirements and any required ethics committee, institutional review board or other approval, and for providing required participant information and obtaining any required consent or other lawful authorization.

3. What you need to use the App

For individual users under these Beta Tester Terms, access to the App is available only to beta testers who have been specifically invited or otherwise granted access by MotionScan Ltd. Admission to the beta testing programme is subject to an individual assessment by MotionScan Ltd. **MotionScan Ltd. has sole discretion to decide whether to grant or refuse beta testing access to any individual and is not required to provide any reason or justification for its decision. No individual has a right or entitlement to participate in the beta testing programme unless and until access has been expressly granted by MotionScan Ltd.**

You must be at least 18 years old and legally able to conclude this Contract. To use the App, you must have a compatible and functioning Apple Watch and iPhone, an Apple Account, and access to an internet connection. When you conclude this Contract, you create a Salusmo user account to use the App. Depending on your decision, this user account is either created on the data you provide or generated based on your Google or Apple account.

Based on these Terms, we grant you access to the latest version of the App at any given time. The current device and operating-system requirements for the app are shown on Apple's page for the App in the App Store page. If you do not meet these requirements, you may not be able to use the App. If your device no longer supports the latest version of the App, you are responsible for deciding on whether you wish to continue using the App. You pay for your own devices and internet connectivity. While we do our best to keep your personal data safe, you are responsible for keeping your login details and your device secure.

For Institutional Customers, access to Salusmo may be provided to Authorized Users under the applicable Order Form. The Institutional Customer is responsible for ensuring that its Authorized Users comply with these Terms, the applicable Order Form, the Privacy Notice and all applicable laws and research requirements, and for maintaining the security of organizational account credentials.

4. How you sign up (and how to fix mistakes)

1. When you register in the App and accept these Terms, you conclude the Contract electronically. The steps are: (i) download the App; (ii) create an account; (iii) review your details, these Terms and our Privacy Notice; and (v) confirm. Before you confirm, you can go back and correct anything you typed; the confirmation screen is your last chance to check and fix your entries.
2. This Contract does not qualify as an agreement in written form, and we do not file this Contract separately for you, but you will be able to access, read and save the latest Terms within the App and at salusmo.com at any time.
3. **Institutional subscriptions.** An Institutional Customer may enter into an Order Form with MotionScan directly. The Order Form may be executed in writing or electronically. A Customer purchase order or similar document does not amend these Terms or become binding on MotionScan unless MotionScan expressly accepts it in writing or through an agreed electronic ordering process.
4. Where an Order Form applies, the Order Form forms part of the Contract and governs the specific Services, permitted use, quantity, term, price and other commercial terms stated in it. In the event of an express conflict between an Order Form and these Terms, the Order Form controls only with respect to the specific subject matter of that conflict.

5. Plans, prices and payment

1. Beta Tester access. For individual users accessing Salusmo under these Beta Tester Terms, use of the App is provided free of charge for the duration of the beta testing period announced by MotionScan Ltd., for as long as MotionScan Ltd. makes the App available free of charge to beta testers. MotionScan

Ltd. may change, suspend or end the beta testing programme or the free provision of the App at any time, subject to applicable law and any rights that cannot lawfully be excluded.

2. Institutional subscriptions. An Institutional Customer may purchase Salusmo directly from MotionScan under an Order Form. Institutional subscriptions are provided for the purposes and within the scope specified in the applicable Order Form and may include additional features, services, support or usage rights not included in the beta testing access provided to individual beta testers. The Order Form shall specify the agreed subscription or service fee and may specify a fixed fee, a fee per Authorized User, Research Participant, study, site, device, usage unit or another mutually agreed pricing basis. **The price stated in the applicable Order Form is the price payable by the Institutional Customer.**

3. Institutional commercial terms. An Order Form may also specify a minimum or maximum quantity of Authorized Users, Research Participants, studies, sites, devices or other usage units, the subscription term, renewal terms, payment due dates, invoicing arrangements, support or service levels, taxes and any agreed discount or other special commercial term.

4. Payment and invoicing. Unless otherwise stated in the Order Form, MotionScan may invoice the Institutional Customer directly, and the Customer shall pay each undisputed invoice within the payment period specified in the Order Form. Institutional subscriptions are not required to be billed through the Apple App Store.

5. Changes to institutional pricing. The price applicable during an agreed subscription term is the price stated in the Order Form. Any price change for a renewal period must be communicated and agreed in accordance with the Order Form and applicable law.

6. No automatic application of consumer pricing. A public consumer price displayed in the App or App Store does not determine the price of an Institutional subscription unless the Order Form expressly states otherwise.

6. Withdrawal right

1. If you sign up for the beta version, you expressly consent to us providing you with the App and the relevant features immediately following your sign-up and acknowledge that you lose your right of withdrawal when the provision of the App and the relevant features begins. The beta version is provided free of charge. Accordingly, no payment is due from an individual beta tester for access to the beta version during the announced beta testing period, for as long as MotionScan Ltd. continues to make the beta version available free of charge.

2. The statutory consumer withdrawal and cancellation rights in this Section apply only where you qualify as a consumer under applicable law. An Institutional Customer entering into an Order Form in the course of its business or professional activity is not a consumer, and consumer withdrawal rights do not apply to that Institutional Customer except where mandatory law provides otherwise.

7. The App' quality and updates

1. The current version of the App is a free beta (test) version that we provide free of charge for testing. As a test version it is still being developed: it may be unstable, contain bugs, behave unpredictably and change frequently, and individual features may be limited, interrupted or removed at any time. We do not promise any particular performance level or uninterrupted availability during the beta.
2. **As long as the App is available, we will make available the updates – including security updates and any other updates – that are necessary to keep the App in conformity with these Terms. We will notify you of such updates, and you agree to install them as soon as possible. However, we reserve the right to exclude devices with known and unpatchable hardware vulnerabilities from our**

continued updates, especially if these vulnerabilities present a danger to your personal data or our App. If we become aware of such vulnerabilities, we will inform you without undue delay by email or via in-app notification or otherwise the date as of which the device in question will be deemed incompatible for the purposes of these Terms.

3. We may make available quality updates (e.g., that improve or extend the features of the App) at our own discretion.
4. **No Guarantee of Detection**

Like any wellness application, the App does not have the accuracy of a medical device, and we cannot guarantee the detection of any abnormal events. Accordingly:

- the App may fail to detect an existing abnormal event (false negative); and
- the App may indicate a potential abnormal event where none actually exists (false positive).

These limitations are inherent in all wellness applications and do not necessarily indicate a malfunction of the App. Users should always seek appropriate medical evaluation whenever symptoms, concerns, or clinical circumstances require professional assessment, regardless of whether the App generates an alert.

5. We may make available quality updates (e.g., that improve or extend the features of the App) at our own discretion.

8. Your rights when the App doesn't work as it should

1. If the App does not work as it should (i.e., it has an "issue"), you have the right to terminate the Contract.

9. Updates and changes to the App and these Terms

1. We may regularly make updates and changes to the App to:
 - 1) ensure compliance with applicable laws and/or reflect changes in relevant laws and regulatory requirements, such as mandatory consumer laws;
 - 2) ensure compliance with Apple's terms and conditions that apply, directly or indirectly, to the App and its provision by us;
 - 3) perform temporary maintenance, fix bugs, implement technical adjustments and make improvements, such as adapting the App to a new technical environment, transferring the App to a new hosting platform, or ensuring the App's compatibility with the devices and operating systems;
 - 4) upgrade the App or release a new version on certain devices, change the list of compatible devices and operating systems (including to remove certain older device types, models, operating systems or categories which are no longer compatible) or ending compatibility of the App with certain devices or operating systems, or otherwise amending or making modifications to existing features and functionality;
 - 5) alter the structure, design or layout of the App or any Plan, including amending, improving, expanding and/or removing the features and functionalities available on the App;
 - 6) maintain the operability of the App and/or adapt it to changing market conditions;
 - 7) for security and anti-piracy reasons;
 - 8) adapt the App where we have reorganized the way we run our business, including merging with another brand or service; and/or
 - 9) improve, maintain, expand or otherwise adjust the quality or scope of the features that we make available on the App and ways in which we make such features available to you.

In addition, we provide the App on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to the App for reasons other than those set out above, provided that such changes are reasonable and permitted by applicable law.

2. We have the right to unilaterally change these Terms at any time for the following reasons:
 - 1) where we make changes to the App, including where we change the way we structure our App or add additional features or functionality;
 - 2) to improve the Terms, to make our terms clearer or easier to understand or to have all our customers on the same terms;
 - 3) due to reasons outside of our control or to comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgment;
 - 4) where we reorganize the way we run our business, including merging with another brand or service; or
 - 5) for security reasons, including where we introduce additional security checks or software to protect our App and/or your data.

These limitations apply only to the extent permitted in a consumer contract and do not affect any mandatory consumer right.

3. If we make changes to the App and/or unilaterally change these Terms, we will notify you and give you the opportunity to read the new Terms before the changes take effect, unless an update needs to be implemented quickly to reflect a sudden change to the App, or for security, legal or regulatory reasons (in which case we will notify you of the changes as soon as we can). You will also be able to stop using the App before the changes enter into effect.
4. If, for legal reasons, the changes need to enter into effect immediately, you will be entitled to terminate the Contract within 30 days right after the changes.
5. We may discontinue the App, or any part of it. For individual beta testers, if we discontinue the beta version or any part of it, we will give you at least 1 day's prior notice, and the parts of your Contract relating to the discontinued part will end when the discontinuation takes effect. You may also terminate the rest of this Contract if the discontinued part is important to you.
6. For Institutional Customers, if we discontinue the Services or any material part of the Services provided under an Order Form, we will give the Institutional Customer at least 30 days' prior written notice. If the discontinuation takes effect before the end of the applicable prepaid subscription term, MotionScan will refund or credit the Institutional Customer for the unused portion of the fees paid in advance for the discontinued Services, calculated on a pro rata basis, unless otherwise agreed in the applicable Order Form or required by applicable law.
Where only a non-material feature or functionality is discontinued and the remaining Services continue to substantially provide the agreed functionality, the discontinuation will not by itself entitle the Institutional Customer to a refund or credit, unless otherwise provided in the applicable Order Form or required by applicable law.

10. Your responsibilities

1. **Institutional Customer responsibilities.** Where the Services are provided to an Institutional Customer, the Customer shall: (a) use Salusmo only for the purposes and within the scope specified in the applicable Order Form; (b) ensure that all Authorized Users comply with these Terms; (c) ensure that Research Participants receive the notices and protections required by applicable law and the research protocol; (d) ensure that any required ethics, institutional or regulatory approval has been obtained; (e) ensure that Research Use is not used for clinical decision-making or direct patient care; and (f) remain responsible for the acts and omissions of its Authorized Users and for the security of its organizational access credentials.
2. An Institutional Customer shall not resell, sublicense, lease, rent, distribute or otherwise make Salusmo available to a third party outside its Authorized Users or agreed research scope unless this is expressly permitted in the applicable Order Form or separately agreed in writing by MotionScan.

3. You must use the App as instructed and only for your own, lawful, personal wellness use. You agree not to sell, rent, lease or gift away your access to the App, including your Salusmo account.
4. **You must not rely on the App for any medical purpose.**
5. You are responsible for providing correct details in the App and keeping them up to date. Before you provide us with the personal data of your emergency contacts, you must request their permission to do so. You must not use the App to intentionally send unsolicited communications to others in bad faith.
6. **If something goes wrong, take reasonable steps to limit the negative effects. We are not responsible for things you could have avoided – for example loss caused by treating an App result as medical advice or a medical device instead of seeking care or calling emergency services.**
7. You can only upload profile pictures, voluntarily, that you are allowed to lawfully use and such pictures cannot depict explicit, such as sexual or illegal, content or pictures that may negatively affect others' reputation or defame others.
8. You agree not to knowingly or recklessly introduce a virus or other harmful component, reverse-engineer, or otherwise tamper with, impair or damage the App.
9. **If we identify that you did not use the App in compliance with these Terms, we may suspend or restrict terminate this Contract and/or take additional legal measures.**

11. Liability

1. **Salusmo is a wellness app and not a medical device. It relies on analyses and notices generated by artificial intelligence that may make mistakes.**

To the fullest extent permitted under applicable law in a consumer contract, and without affecting any mandatory consumer right, we exclude or limit our liability for the following:

1. **decisions made by you or anyone else in reliance on the App, including if the App fails to detect or notify changes, provides inaccurate or delayed information, or if the app is relied on instead of seeking medical care, contacting emergency services or calling an emergency contact;**
2. **any damages that may result from the lifestyle choices, exercise activity, consultations, products, or events you learn about through the App or from notices by the App;**
3. **any damages or violation of personality rights sourcing from you not installing a security update about which we notified you, where installing it would have prevented the damages or violation;**
4. **any damage that was not a foreseeable consequence of our breach at the time this Contract was concluded (such as indirect or consequential damage that we could not reasonably have anticipated); and**
5. **any loss of business or profits (whether direct or indirect) arising out of the use of or inability to use the App, devices, third-party applications, or third-party application content.**

If you engage in any exercise or activity you learn about through the App, you agree that you do so at your own risk.

Institutional Customers. To the fullest extent permitted by applicable Hungarian law and except for liability that cannot lawfully be excluded or limited, including liability for damage caused intentionally and liability for loss of life or harm to physical integrity or health, MotionScan shall not be liable to an Institutional Customer for indirect, consequential, special or exemplary loss, loss of profit, loss of business opportunity, loss of anticipated savings or business interruption arising from or in connection with the Services. **To the fullest extent permitted by applicable law, MotionScan's aggregate liability arising out of or in connection with an Order Form or the Services shall not exceed the total fees actually paid by the Institutional**

Customer under the relevant Order Form during the twelve (12) months preceding the event giving rise to the claim.

The Institutional Customer acknowledges that Research Use is provided for research and evaluation purposes and that decisions concerning patient care, clinical assessment or other medical action must not be based on Salusmo or its outputs under a Research Use Order Form.

2. Nothing in these Terms shall limit or exclude our liability for damage caused intentionally or for causing damages resulting in loss of life, or harm to physical integrity or health, or any other liability that cannot lawfully be limited or excluded.
3. **You acknowledge that this Contract is concluded between you and us, and not with Apple, and we are solely responsible for the App and its content. We are solely responsible for providing any maintenance and support services under this Contract and Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.**
4. **You acknowledge that we, not Apple, are responsible for addressing any of claim of yours or of a third party relating to the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.**

12. Your personal data

1. We process your personal data mainly to perform our services to you under these Terms, comply with our legal obligations and improve our App. This may also include the processing of your health data if you gave us your explicit consent to do so. We may also process your personal data for other purposes, for example, sending you marketing materials or anonymizing data for use in research, if you gave us your consent to do so.

To learn more about how we collect, use and protect your personal data in connection with the App, please also read our Privacy Notice.

2. **You agree that we may use your personal data to maintain the security of the App and enforce these Terms, and maintain and improve the quality of the App in accordance with our Privacy Notice. We will only use your health-related personal data for quality assurance purposes and use and/or provide anonymized data for researches if you give your explicit consent.**
3. **Institutional Research Data.** Where an Institutional Customer provides or makes available personal data or health-related personal data to MotionScan for Research Use, the parties shall determine their respective data-protection roles (including controller, joint controller or processor, as applicable) based on the actual processing activities and applicable law. Where required, the parties shall enter into a separate data processing agreement or other appropriate data-protection arrangement before processing begins.
4. The Institutional Customer is responsible for identifying and documenting the lawful basis and, where applicable, the additional legal conditions required for processing special categories of personal data, including health data, in connection with its research activities. The Customer shall implement the safeguards, participant information, consent or other authorization and governance measures required by applicable law and the research protocol.
5. MotionScan may process research data only for the purposes permitted by the applicable Order Form, the Privacy Notice, any applicable data-protection agreement and applicable law. Nothing in these Terms is intended to create a legal basis for processing personal data where such legal basis is otherwise required.

13. Intellectual Property

1. By accepting these Terms, you receive a non-exclusive license to use the App and the content available therein, at the locations where the relevant version of the App is available, to the extent necessary for your own use of the App in accordance with these Terms and any additional terms and conditions applicable. This license covers the use of features that are available at any given time only for the duration of this Contract.
2. The App, content available therein, and the underlying technology (including all related intellectual property rights, such as software-related economic rights and any related rights arising from patent protection), and the marks “Salusmo” and “MotionScan” are owned by or licensed to us, and we maintain all our relevant rights and licenses. Further, the App’s source code and technical documentation and other details of the underlying technology are our confidential information protected by the applicable laws. You are not authorized to use such intellectual property or any of our confidential information without our consent, unless mandatory provisions of applicable law provide otherwise. All rights of ours and our licensors that are not expressly granted in these Terms are reserved to us and, if applicable, our licensors.
3. For the avoidance of doubt, you are not authorized to modify, copy, distribute, frame, reproduce, republish, scrape, data-mine, transmit, or sell the App and the content available therein in any form or by any means, in whole or in part, other than as expressly permitted in these Terms or by us in writing, or unless mandatory provisions of applicable law provides otherwise.
4. For the avoidance of doubt, you acknowledge that you shall use any third party components within the App, as part thereof, in compliance with these Terms.
5. You agree and acknowledge that in the event of any third party claim that the App or your use of the App infringes that third party’s intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
6. **Research Use does not transfer ownership of MotionScan’s software, algorithms, models, source code, technical documentation, methods or other intellectual property to the Institutional Customer. Unless otherwise agreed in writing, any right of the Customer to use, analyze, publish or otherwise exploit research outputs is limited to the research purposes and scope specified in the applicable Order Form and remains subject to applicable confidentiality, data-protection and intellectual-property rights.**

14. Complaints and Dispute Resolution

Tell us first. If you have a complaint, please contact us first using the contact details provided in Section 1. Complaints may be submitted in writing by email or post. We will investigate your complaint and provide a reasoned written response within 30 days of receipt. Each complaint is assigned a unique reference number, and complaint records are retained for 3 years.

We encourage you to contact us first so that we can try to resolve your complaint directly.

Conciliation Board. If we are unable to resolve the dispute, you may initiate proceedings before the Conciliation Board (Békéltető Testület) competent based on your place of residence or place of stay, or based on our registered office. A list of all Conciliation Boards is available at: <https://www.bekeltetes.hu/index.php?id=testuletek>. The Conciliation Board competent based on our registered office is: Hajdú-Bihar Vármegyei Békéltető Testület, address: 4025 Debrecen, Vörösmarty u. 13–15, Hungary, Email: bekelteto@hbkk.hu, Website: www.hmbekeltetes.hu.

We have not made a general declaration submitting ourselves to the jurisdiction of the Conciliation Board. Consequently, any decision of the Conciliation Board is binding on us only to the extent required by applicable Hungarian law.

Institutional Customers. The consumer complaint, consumer-protection and Conciliation Board provisions in this Section apply only where the Customer qualifies as a consumer under applicable law. Disputes between MotionScan and an Institutional Customer arising under an Order Form are business-to-business disputes and shall be resolved in accordance with the applicable Order Form and the jurisdiction and dispute-resolution provisions of these Terms, subject to mandatory law.

Authority and courts. You may also contact the competent consumer protection authority or bring your claim before the competent court.

15. Other Terms

1. As the App is available in the App Store you acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of this Contract and may enforce such Contract against you in accordance with the [Apple Media Services Terms and Conditions](#).
2. Unless otherwise required by mandatory laws in your country of residence, these Terms shall be subject to the laws of Hungary, and the courts of Hungary shall have jurisdiction over related disputes.
3. You agree that in connection with this Contract, we may serve you with notifications (including but not limited to termination or payment notices) via email, or in-app notifications to your registered email address or account, and such notifications will be considered our formally valid legal statements. Our notifications are deemed to have been duly delivered to you on the date of delivery acknowledged by you, or, failing your acknowledgement, on the fifth (5th) working day following the date of successful dispatch of our notification.
4. These Terms are available in English.
5. Unless as otherwise stated in these Terms, should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, the remaining provisions of these terms will not be affected, and the application of that provision shall be enforced to the extent permitted by law.

Other than as stated in these Terms or as explicitly agreed upon in writing between you and us, these Terms constitute all the Terms and conditions agreed upon between you and us and supersede any prior agreements in relation to the subject matter of these Terms, whether written, oral or implied.

RESEARCH-ONLY NOTICE FOR INSTITUTIONAL USE

Where an Order Form states “Research Use”, “Research Only” or equivalent wording, the Services are supplied solely for non-clinical research and evaluation. The Customer and all Authorized Users acknowledge that Salusmo must not be used to make or support a medical diagnosis, clinical screening decision, triage decision, treatment decision, prevention decision or other clinical decision, and that Salusmo outputs must not be represented as clinical results.

— END OF TERMS OF USE —