SALUSMO WEBSITE – TERMS OF USE

1. About these Terms

These Terms of Use ("**Terms**") govern the access to and use of the website available at https://salusmo.com and its sub-pages, content and features ("**Website**"). "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

More details on our company are available under the "Imprint" section of the Website.

These Terms do not cover:

- the Salusmo application or any other application provided by us, which are governed by their own separate terms of use;
- any other paid products or services, which are governed by their own separate terms;
- participation in any research or clinical study, which is governed by separate study documentation and informed consent (made available as part of the process of registration for participation); or
- the processing of your personal data and the use of cookies in relation to the Website, which are described in our separate Privacy Notice and Cookie Notice.

By accessing or using the Website, you acknowledge that you have read and accepted these Terms. If you do not agree with these Terms, please do not use the Website.

Provisions that are especially important and/or deviate from the default rules applicable under Hungarian law are identified by **bold and underlined formatting**. By accessing or using the Website, you acknowledge that you have understood such provisions as well and you explicitly accept them. Such provisions are contained in Sections 2, 7, 8, 9 and 10.

These Terms are available in English.

2. Nature of the content on the Website

2.1. The Website provides general information about our company and services, stroke and movement patterns, and our research and educational activities.

The content of the Website is provided for general information and educational purposes only. It does not constitute medical, healthcare, diagnostic or professional advice, does not create any doctor–patient or professional relationship, and is not intended to diagnose, treat, cure, prevent or predict any illness or condition. It is not a substitute for professional medical evaluation, advice or treatment.

Always seek the advice of a qualified healthcare professional with any questions about a medical condition. Never disregard professional medical advice or delay seeking it because of something you have read on the Website. In a medical emergency, call the local emergency number immediately and do not wait.

Any statistics, figures or educational materials on the Website are provided in good faith, may be general or simplified, and are not tailored to your individual circumstances. We do not guarantee that such content is complete, accurate or up to date.

2.2. Certain products or features described on the Website (such as SalusmoPro) may be under development and, therefore, may not yet be available. We are not bound by any information we disclose about products under development, and we retain the right to change details of such products or even discontinue their development without notice.

2.3. If we make available newsletters to which you can subscribe, we provide such newsletters free of charge. For the provision of such newsletters and their content, the same terms apply as for the Website and its content.

3. Who can use the Website

3.1. The Website is generally available for viewing without any registration. Some features may require you to subscribe to a newsletter or submit a form.

3.2. Where you submit information, you must provide accurate, current and complete information and keep it up to date, and you must be legally able to do so.

4. Acceptable use of the Website

4.1. You may use the Website only for lawful purposes, in good faith, and as intended. Accordingly, you must refrain from, *inter alia*, the following:

- using the Website in any way that is unlawful, fraudulent or harmful, or that infringes the rights of others;
- scraping, crawling, data mining, extracting, framing, mirroring or otherwise collecting or reproducing content or data from the Website, whether manually or by any automated means, except as expressly permitted by us in writing or by mandatory law;
- circumventing, disabling or interfering with any security, access-control or technical protection measure of the Website;
- introducing any virus, malware or other harmful component, or otherwise attempting to gain unauthorized access to the Website, its servers or related systems;
- intentionally placing an unreasonable or disproportionate load on the Website, or otherwise disrupting or impairing its operation, integrity or availability;
- collecting or processing the personal data of other users or third parties from the Website without a lawful basis;
- impersonating any person, misrepresenting your identity or affiliation, or providing false information; or
- using any form, registration, comment or other interactive feature to send spam or unsolicited communications, or to submit unlawful, infringing, defamatory, harassing, explicit or otherwise objectionable content.

4.2. If you submit any content (for example, via email or any relevant form on the Website), you must have the necessary rights to submit such content, and it must comply with these Terms and applicable law. When you submit such content, you grant us a non-exclusive license, free of charge and any royalty, to use such content to the extent necessary to handle your submission and, if applicable, respond to you.

5. Intellectual property

5.1. All content on the Website – including but not limited to graphics, logos, educational materials, distinctive appearance of our products, icons, and images – ("**Content**"), Website's source code and related databases, and the marks "Salusmo", "SalusmoPro" and "MotionScan", and our logos are owned by or licensed to us and we maintain our relevant rights and licenses. When you use the Website, you receive a non-exclusive license to

access the Content at your location, to the extent necessary to use the Website. All rights not expressly granted are reserved.

5.2. Except as expressly permitted by these Terms, overriding applicable laws, or our prior written consent, you must not copy, reproduce, distribute, publish, republish, transmit, display, modify, create derivative works from, or otherwise use the Website or the Content, in whole or in part, by any means and in any form.

5.3. To the fullest extent permitted by law, we expressly object to all manners of reproduction made in order to carry out text and data mining in relation to any part of the Website, including in particular Content.

6. Third-party links and content

The Website may contain links to third-party websites, resources or content that are not operated or controlled by us. We provide these links for convenience only. We do not endorse, and are not responsible for, the content, products, services, availability, security or privacy practices of any third party. Your use of any third-party website or content is at your own risk and may be subject to that third party's own terms and privacy notices.

7. Availability and changes to the Website

7.1. We make the Website available on an "as is" and "as available" basis. We do not warrant that the Website will be available without interruption, secure or error-free, or that the content will always be complete, accurate or up to date.

7.2. We may, at our discretion and without prior notice, modify, update, suspend, restrict, withdraw or discontinue all or part of the Website (including any content or feature), for example to perform maintenance, make improvements, ensure security, or comply with legal requirements.

8. Liability

8.1. To the fullest extent permitted by applicable law, and without affecting any mandatory consumer right, we exclude or limit our liability for the following:

- **any decision or action that you or anyone else takes in reliance on the Website, in particular any reliance on its health- or stroke-related content instead of seeking professional medical care or calling emergency services;**
- **the accuracy, completeness, timeliness or fitness for any particular purpose of the content of the Website;**
- **any unavailability, interruption, delay, error or security incident affecting the Website that is not attributable to our intentional conduct;**
- **the content, products, services or practices of any third-party website or resource linked from the Website;**
- **any damage that was not a foreseeable consequence of our breach at the time it occurred, including indirect or consequential damage; and**
- **any loss of business, profit, revenue, or data.**

8.2. 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.

9. Changes to these Terms

We may amend these Terms from time to time, for example to reflect changes to the Website or to applicable law. The current version of these Terms is always available

on the Website with its effective date. Changes take effect when the updated Terms are published, unless a later date is stated. Your continued use of the Website after the changes take effect constitutes acceptance of the amended Terms. Therefore, please check these Terms from time to time. In case of material updates, we will flag the updates appropriately on the Website.

10. Other terms

10.1. 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.

10.2. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions remain in full force and effect, and the relevant provision applies to the extent permitted by law.