

General Terms and Conditions of use of the web application Long COVID Companion

Legal Notice

The present General Terms and Conditions (hereinafter referred to as “GTCs”) govern the use of the web application “**Long COVID Companion**”: [www.longcovidcompanion.org].

Long COVID Companion is a web application provided by the Luxembourg Institute of Health (hereinafter referred to as LIH), a public institute having its registered office at 1A-B rue Thomas Edison , L-1445 Strassen, Luxembourg.

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By accessing and using Long COVID Companion web application on their mobile device, tablet or computer, users are deemed to have read and unreservedly accepted the present Terms and Conditions in their entirety and agree to comply with these conditions.

Conditions of the Use

1. Definitions

Long COVID Companion: Long COVID Companion web application [www.longcovidcompanion.org].

GTCs: means the present general conditions of use of Long COVID Companion that all Users must respect.

User: any individual accessing or using Long COVID Companion.

2. What Long COVID Companion is: Definition, Purpose and Content of Long COVID Companion

Long COVID Companion is a web application co-developed by the Luxembourg Institute of Health (hereinafter designed as “LIH”), with the collaboration of healthcare professionals, people living with Long COVID and members of the #ApresJ20 association.

The main purpose of Long Covid Companion is to be a daily support for people with Long COVID, to better manage their symptoms, visualize their evolution and be a support for discussion with the healthcare professionals who follow them.

In the interest of achieving this goal, the User will be requested to provide data, as detailed under the **Data Protection Notice - Long COVID Companion**.

All the application`s functions can be used optionally and at the User's own pace.

Users will be able to register information and record audios.

Users will be also able to answer questionnaires via the Long COVID Companion application. The results will be communicated to Users via the application in the form of a numerical score, together with the interpretation of the score, depending on the type of questionnaire.

User will have access to:

- "Resources" page that provides useful links to validated Long COVID information sites, specialized care networks and patient associations.
- #ELISA COVID LONG FRANCE CHATBOT that will answer to Users' questions about Long COVID, providing useful information validated by healthcare professionals.

For the avoidance of doubt, Long COVID Companion **DOES NOT constitute or is intended to be** a medical diagnostic tool, a personal medical advice or treatment aid and under any circumstances it does not replace the opinion, diagnosis or recommendations of a healthcare professional.

3. How Long COVID Companion works : access and availability of the application

Long COVID Companion can be accessed via any recent web browser through a specific link. Users will need to create a Long COVID Companion account by providing an e-mail address and setting a password.

You will be responsible to keep the login information confidential.

The Long COVID Companion application offers continuous availability via the internet, enabling Users to connect from any location, seven days a week, except during scheduled or unscheduled interruptions that may require maintenance.

During the use of the app, Users will be asked to provide authorization to Long COVID Companion to:

- Access their microphone for collecting voice recordings;
- Send them local notifications on their device to communicate their questionnaires results.

The Long COVID Companion application is hosted in the internal infrastructure of the LIH. An internet connection is required to use the app.

4. Modifications of Long COVID Companion web application content

To comply with applicable laws, regulations or to modify the current service's functionality, LIH reserves the right to modify and update the Purpose and content of the app at any time without any obligation to give any notice. Users are encouraged to review these general terms and conditions on a frequent basis.

5. Intellectual property

LIH is the exclusive owner of all intellectual property rights, including copyrights, relevant to Long COVID Companion as a whole, to its structure and to its content.

Nothing in these Terms and Conditions shall be interpreted as or imply the transfer of any intellectual property rights to the User in relation to Long COVID Companion and its services. Users are hereby granted a right to use Long COVID Companion web application, only and exclusively for the aforementioned Purpose as described at article 2.

Users agree to respect LIH intellectual property rights and to comply with laws, regulations, and provisions arising from intellectual property legislation. Users agree not to use Long COVID Companion in any way that may constitute an infringement to the aforementioned rights, including any usage that may constitute counterfeiting, parasitic use of information, or unfair competition.

All the content and data available or appearing on Long COVID Companion including texts, drawings, photographic pictures, video and sound samples, logos, icons, and technological blueprint are LIH property and subject to copyright and must not be represented, reproduced, exploited or extracted, either in full or in part, on any medium. Users shall refrain from modifying, adapting, merging, translating, reverse engineering, decompiling, deconstructing or creating derivative works based on all or some of the components of the application.

Unless expressly authorized by LIH, Long COVID Companion shall not be integrated, in whole or in part, into another portal website.

Failure to comply with the aforementioned obligations shall result in personal liability.

6. Confidentiality and Personal Data Notice

Long COVID Companion collected data shall be handled in the strictest confidence by LIH, limited to the strictly necessary in the context of the Purpose, and treated as the valuable, confidential and proprietary information of the User who provided it.

LIH shall take all actions reasonably necessary to ensure that any Confidential Information, in whole or in part, remains strictly confidential and is not disclosed to or seen, used or obtained by any person or entity or to any third party unless authorized in writing by the User.

Long COVID Companion User's personal data is processed in accordance with the General Data Protection Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and all subsequent texts replacing or supplementing this Regulation, in particular, Luxembourg's law of 1 August 2018 on the organization of its National Commission for Data Protection and the implementation of the GDPR (collectively known as the Law on Data Protection).

For further details, please consult the **Information on the Processing of Personal Data –Long COVID Companion**.

7. Limitation of liability and User's obligations

User accepts that any access or any use of Long COVID Companion shall be on their own responsibility. User agrees to be responsible in case of any violation of the present Terms and Conditions obligations and the consequences thereof.

LIH declines all liability for direct or indirect damage which may be caused by the use or inability to use Long COVID Companion, particularly in relation to an interruption to or cessation of its operation or a dysfunction which may result in particular from a shutdown for maintenance or upgrading of our computer system, technical faults or network overloads, faults in telephone lines, errors, negligence or misdemeanors by suppliers of Internet services or by a third party, or a virus acquired via the Internet.

8. Modifications of Long COVID Companion GTCs and Legal Notice.

To comply with applicable laws, regulations, to reflect changes in services or to reflect technical, legal or other changes, or to reflect any new services to be introduced, LIH reserves the right to amend, extend or integrate the present GTCs at any time, without any obligation to give any notice. You are encouraged to review these GTCs on a frequent basis.

9. Law and Jurisdiction

The present GTCs are subject to the law of the Grand Duchy of Luxembourg. Any dispute or disagreement arising in connection with the app or interpretation of these GTCs, and which has not been amicably settled, shall be subject to the jurisdiction of the competent court of the Grand Duchy of Luxembourg.