

OCTOBER 31, 2023

VENTILO IS INTENDED FOR USE BY AUTHORIZED USERS ONLY. The [Privacy Policy](#) and [Terms of Use](#) govern the access and use of VentilO and constitute a valid contract binding any healthcare professionals authorized and licenced to practice their profession (each an “Authorized User”) as soon as they access or use it. Authorized Users must abide by the Privacy Policy and Terms of Use. If they do not agree with the Privacy Policy and the Terms of Use, their only option is to stop using VentilO. The Privacy Policy and Terms of Use can be updated from time to time. Should Authorized Users object to such changes, they shall stop using and accessing VentilO. By continuing to do so; they are deemed to adhere to these terms, as amended. Authorized Users can **contact the responsible for access to documents of public bodies and the protection of personal information, whom information contact can be found on the website of Quebec’s Heart and Lung Institute:**

<https://iucpq.qc.ca/fr/institut/documents-institutionnels/diffusion-de-l-information>

(“we”) should they have any questions or comments or should they wish to make any complaint.

PRIVACY POLICY

COLLECTION: While the Authorized Users will need to enter some information about their patients to use VentilO, which may include personal information (namely, their pathology category, skin color and SpO₂ value) to aggregate and display results of oxygen saturation tests and oxygen level readings in patients, VentilO will not retain and store any personal information. Such data will be temporarily processed to provide results to the Authorized User, and will automatically be deleted each time they enter new information, close VentilO or shut down their device.

Authorized Users must provide an email address, as we wish to secure a means to contact them should we be aware of VentilO issues. We will not share them with third parties or use them for promotional or other purposes.

Should anyone **contact the responsible for access to documents of public bodies and the protection of personal information, whom information contact can be found on the website of Quebec’s Heart and Lung Institute:**

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to obtain information about VentilO, then we will collect information provided to respond to the comments/request.

COOKIES: Certain information, including personal information (e.g.: general browser information, IP addresses and the interactions with VentilO) may be collected by cookies. These cookies allow VentilO to work properly, and can also collect statistical data to be used for analytical and statistical purposes to help improve the VentilO. Cookies can be blocked unless they are required to allow the VentilO to work properly (in which case they will be temporary and will disappear when the VentilO or a device is closed).

SECURITY: Reasonable security measures are used to preserve the confidentiality and privacy of personal information when provided or processed. **Even if we use technologies considered as adequate, VentilO – like any other form of technology– is not infallible and fully sheltered from cyberattacks, or unforeseeable or force majeure events. Anyone shall be aware that there is a risk in using any e-service. We cannot guarantee that information will never be intercepted or viewed or subject to other incidents. Should anyone receive a communication that looks like it is from us asking for personal information, they shall avoid responding to such communications.**

STORAGE. No personal information about patients is stored. Subject to applicable laws, we will retain the email address and other personal information, if any, about Authorized Users as long as necessary for the purposes detailed herein. We may further retain it after a specific purpose has been fulfilled if reasonably necessary to comply with the law, resolve disputes and/or to enforce the privacy policy. Once no longer required, the information will be erased.

RIGHTS. In accordance with applicable laws, an Authorized User can make requests for access or other requests by **contacting the responsible for access to documents of public bodies and the protection of personal information, whom information contact can be found on the website of Quebec’s Heart and Lung Institute:**

<https://iucpq.qc.ca/fr/institut/documents-institutionnels/diffusion-de-l-information>. We will process such requests as soon as possible as set forth in the law. No patient personal information is collected.

OTHER: The Privacy Policy and the [Terms of Use](#) supersede any previous agreement, constitute the entire agreement between us and any Authorized User, and are governed by the laws in force in the Province of Quebec, excluding rules that could lead to the application of foreign provisions. Any dispute will be subject to the exclusive jurisdiction of the courts of the province of Quebec. Should a link to a third-party website/app be provided, then such website/app are subject to other terms of use and privacy policies, cannot be interpreted as an endorsement by us and are provided for convenience purposes only. Complaints in connection with the processing of personal information can be made directly to the [Commission d'accès à l'information](#).

TERMS OF USE

LICENSE AND PROPRIETARY RIGHTS. VentilO allows Authorized Users to aggregate and display results of oxygen saturation tests and oxygen level readings in patients. VentilO is a tool aiming to support Authorized Users with their clinical activities; it does not provide recommendations, instructions or directions and does not replace their professional opinion. An Authorized User is granted a temporary, non-exclusive, revocable, non-transferrable, non-sublicensable and limited right to access and use VentilO solely for the purpose set forth above and subject to the provisions set forth herein and in the [Privacy Policy](#), and to the law. No other right or license is granted. Anyone is expressly forbidden from reproducing, duplicating, copying, selling, exploiting or undertaking any other action other than those expressly authorized by us. A failure to comply with the foregoing may result in a violation of the law and intellectual property rights and other rights.

OBLIGATIONS: Any Authorized User will use the VentilO in full compliance with the Privacy Policy, the Terms of Use, the law and their ethical and professional obligations. They cannot use VentilO for any purpose other than those expressly authorized; they cannot: (i) copy, disassemble, reverse engineer, decompile, decrypt, modify, reproduce, adapt, derive or otherwise extract, or attempt to discover, source codes; (ii) rent, sell, license, transfer or otherwise give access to VentilO to anyone; (iii) upload viruses or other malicious software or content that could be harmful, or that could infringe or otherwise violate the law; (iv) hide, hinder or remove intellectual property marks; (v) interfere with VentilO or compromise its security or the security of other persons; and/or (vi) use VentilO to create competing or similar services or tools.

INTELLECTUAL PROPERTY: VentilO (including its features, components, functionalities, interface, software and codes) its content and all improvements are protected by Canadian and foreign laws (including copyright and other intellectual property rights), and are either our sole and exclusive property or licensed to us. Nothing shall be construed to grant to anyone a license or right over such intellectual property other than those temporary rights described herein. Some protected third parties' content may be displayed, which shall not be construed to grant to anyone a license or right over such intellectual property.

TERM AND TERMINATION: These Terms of Use will bind each Authorized User as soon as they access or use VentilO. The access and use of VentilO can be terminated, interrupted or suspended by the Authorized User at any time by deleting the app, or by us: (i) in case of non-compliance with the Terms of Use, the Privacy Policy or the law; or (ii) if VentilO is defective, requires maintenance, or becomes subject to limitations. Upon termination all rights granted will immediately cease to exist and the Authorized Users must cease using the VentilO.

LIABILITY: Each Authorized Users is responsible for and agrees to defend, indemnify and hold us harmless (as well as our subcontractors, healthcare professionals, employees, directors, officers and agents) for damages, costs, claims and proceedings instigated against us directly or indirectly resulting from (i) their access or use of VentilO; (ii) any information provided, uploaded or used; (iii) any act, omission, negligence, misconduct, breach of applicable laws or of the Terms of Use or Privacy Policy, by that Authorized User or those for whom they is in law responsible; and (iv) any decision taken or conclusion reached using VentilO.

LIMITATION OF GUARANTEE: VENTILIO IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS ACCESSED AND USED AT USER'S OWN RISK AND IS NOT INFALLIBLE AND FULLY SHELTERED FROM CYBERATTACKS, FORCE MAJEURE EVENTS OR UNAUTHORIZED USES AND ACCESS. WE

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OTHER: See the section "OTHER" of the Privacy Policy incorporated by reference.

[I AGREE]