

HAT Terms of Use

1. Legal Agreement

This Terms of Use agreement (the “**Agreement**”) is a legal agreement that governs your use of the Hypermobility Assessment Tool (HAT) mobile app (the “**App**” or “**HAT**”), owned and provided by the University Health Network, an Ontario not-for-profit corporation incorporated under the University Health Network Act, 1997, with offices at 200 Elizabeth St, Toronto, ON M5G 2C4, in the City of Toronto (“**UHN**”, “**we**”, “**us**”, “**our**”). The terms “**You**” and “**Your**” refer to users of HAT.

PLEASE READ THIS AGREEMENT CAREFULLY. This Agreement governs your use of HAT.

2. HAT Content Is Not Care

Your use of HAT is for your personal informational use only. HAT and its Contents is not care, and UHN is not providing care to you when you use or access HAT. Use and access of HAT is not a substitute for, or intended to replace or affect your relationship with your health care provider, including UHN. The information you provide to HAT does not become a part of your medical record. Your use of HAT, including findings provided to you as a result of its internal AI technology, is not intended to be is not a substitute for professional medical advice, diagnosis or treatment. If you have or suspect you have a health problem, please talk to your care provider.

Do not use HAT to treat medical emergencies. If you have a medical emergency, call a physician, qualified health care provider or call Emergency Services immediately, or go to the nearest Emergency Department in your area. Under no circumstances should you attempt self-treatment based on anything you have seen or read on HAT.

Always seek the advice of a physician, or other qualified health care provider, concerning any questions you may have regarding any information obtained from HAT and any medical conditions you believe may be relevant to you or to someone else. Never ignore professional medical advice or delay in seeking it because of something you have read on HAT. Always consult with your physician or other qualified health care provider before starting a new treatment, diet or fitness program. Content provided on HAT are provided for general and illustrative purposes only, and is not a substitute for medical advice.

3. Eligibility

Access to and use of the application are restricted to individuals who are eighteen years of age or older. By accessing or using the application, you confirm that you meet the minimum age requirements. Individuals under the age of eighteen are prohibited from registering or accessing the application. UHN reserves the right to suspend or terminate access at its discretion.

4. Acceptance

This Agreement governs the access and use of HAT by you and all written and other materials displayed or made available through HAT including videos, audio clips, articles, pictures, illustrations, links to third party sites, etc. (“**Content**” or “**Contents**”).

BY ACCESSING AND USING HAT, YOU ARE INDICATING THAT YOU ACCEPT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE HAT. YOU MAY WITHDRAW YOUR CONSENT AT ANY TIME, AT WHICH TIME YOU MUST STOP ACCESSING OR USING HAT.

We may revise this Agreement at any time without notice to you. We may at any time change or terminate, temporarily or permanently, HAT (or any part or function thereof) or its Contents without notice to you. Your use of HAT after such changes are made, will be subject to the revised terms of this Agreement.

5. Consent To Electronic Communication

Personal information is information about an identifiable individual (“**Personal Information**”). Examples of Personal Information include an individual’s age, religion, address, and telephone number. When you provide your Personal Information through use of the HAT, send emails to us or receive emails from us, you are communicating with us electronically. We will communicate with you by email or by posting notices on HAT. All electronic communications carry some risk that communications can be intercepted and used by unauthorized third parties.

You agree that all agreements, notices, disclosures and other communications that HAT provides to you electronically satisfy any legal requirement that such communications be in writing. By using HAT, you are providing your consent to receiving electronic messages from UHN, including reminders to complete user profile, any assessments, and other important communications from UHN.

6. HAT Application

HAT is a mobile phone application that uses AI technology, to help you identify potential generalized joint hypermobility using nine short videos. The App will guide you through recording and uploading short videos of the movements (ie. elbow extension, knee extension, forward flexion, thumb opposition, and fifth finger extension) for joint hypermobility assessment. The system will use AI technology to automatically track key body parts in each video; analyze these movements and provide a per-joint and overall screening of whether hypermobility is likely to be present in the videos. A summary PDF of your exam findings will be sent to you over email.

7. Privacy

The collection, use, disclosure, retention, destruction, and disposal of your Personal Information, including personal health information, through HAT is governed by our Privacy Policy [<https://www.edsgoodhope.ca/hat-privacy>].

8. HAT Login and Use

Only you will have access to HAT using your Account. Your Account consists of an email address ("**Email Address**") and a password ("**Password**"). You are responsible for keeping your Password confidential. You are also responsible for all activities that happen using your Email Address and Password. You must tell us immediately of any unauthorized use of your Email Address and/or Password or any other breach of security by email HAT_support@uhn.ca. We will not be liable for any loss or damages arising from failure to protect your email address or password from loss or inappropriate use. You agree that it is your responsibility to protect the materials you download or print from HAT.

You agree to take steps to protect your login, personal health information, and downloaded information, including but not limited to the following steps described:

- i. Keep your email address and password confidential;
- ii. Choose a password that you do not use for any other system;
- iii. The password must be at least 8 characters, must contain at least one (1) uppercase letter, least one (1) number, and at least one special character;
- iv. Sign out of your account every time when you are done using HAT, if you're using another's device, or other non-personal device;
- v. Change your password immediately if you believe that someone else knows your password;
- vi. Ensure that no one is "shoulder-surfing" or watching you when viewing or adding in your information;
- vii. Choose a private space (e.g., your home) over a public space (e.g., on public transportation) to access HAT;
- viii. Avoid using a public computer to access HAT results (e.g., in a library);
- ix. Do not use free or untrusted wireless internet ('Wi-Fi') to access HAT;
- x. Protect the health information (e.g. name, age, country, hypermobility score) and general health information that you download or print;
- xi. Do not download documents to a public or shared computer;

9. Modifications to HAT

UHN shall have no liability to you or any third party for changing, suspending or discontinuing HAT or any part thereof. In the event of any termination, you are no longer authorized to access HAT, or the part of HAT affected by such termination. The restrictions imposed on you with respect to material downloaded from HAT and the disclaimers and limitations of liabilities set forth in this Agreement shall survive any discontinuance or termination of HAT or this Agreement.

10. Disclaimer

HAT AND ITS CONTENTS, AND THE SOFTWARE ENBEDDED OR INTEGRATED THEREIN, ARE PROVIDED "AS IS" AND "AS AVAILABLE". WHILE WE ENDEAVOR TO PROVIDE ACCURATE, CURRENT AND TIMELY INFORMATION, WE MAKE NO REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, REGARDING HAT, INCLUDING, WITHOUT LIMITATION, NO REPRESENTATION, WARRANTY OR COVENANT THAT (I) THE FUNCTIONS OF OR THE CONTENT MADE AVAILABLE THROUGH HAT WILL BE OF MERCHANTABLE QUALITY, FIT FOR A PARTICULAR PURPOSE, UNINTERRUPTED OR VIRUS-FREE OR ERROR-FREE, OR THAT THE CONTENT WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, OR TIMELY;

OR THAT (II) THAT COMMUNICATIONS TO OR FROM HAT WILL BE SECURE AND/OR NOT INTERCEPTED; NOTE THAT ANY INFORMATION SENT OR RECEIVED OVER THE INTERNET IS GENERALLY NOT SECURE. HAT TRANSMITS YOUR PERSONAL HEALTH INFORMATION OVER THE INTERNET. INFORMATION TRANSMITTED OVER THE INTERNET MAY BE AT RISK OF INADVERTANT LOSS OR THEFT. UHN CANNOT GUARANTEE THE SECURTIY OF ANY INFORMATION TRANSMITTED TO OR FROM HAT. BY USING HAT, YOU AGREE THAT YOUR ACCESS AND USE OF HAT AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK AND LIABILITY.

11. Limitation of liability

In no event shall UHN, its physicians, other qualified health care providers, officers, directors, employees, agents, licensors, and their respective successors and assigns be liable for any damages of any kind, including without limitation, any direct, special, indirect, punitive, incidental or consequential damages, and including without limitation any loss or damages in the nature of or relating to medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment or any other loss incurred in connection with your use, misuse or reliance upon HAT, or your inability to use HAT, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if UHN knew of or ought to have known of the possibility of such damages.

12. Indemnity

You agree to indemnify, defend and hold harmless UHN, its physicians, other qualified health care providers, officers, directors, employees, agents, licensors, and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from (i) your breach of any of the terms and conditions of this Agreement, or (ii) your access to, use, misuse, reliance upon or inability to access or use HAT, or any website to which HAT may be linked to from time to time, or (iii) your use of, reliance on, publication, communications, distribution, uploading, or downloading of anything on or from HAT.

13. Software Licence

All software embedded in or located on HAT, including, without limitation, all computer code of all types and all files and/or images contained in or generated by such software (collectively, the "Software") is protected by copyright and may be protected by other rights. All Software is owned by UHN, its licensors, or the party accredited with ownership of the Software. You are hereby granted the right to access and use the Software embedded and integrated into the App, subject to: (i) the terms and conditions of this Agreement; and (ii) any additional conditions which may be imposed on your access and use of the licensor's software, including any condition imposed by the licensor. Except to the extent expressly permitted in this Agreement, you may not: (iii) use, reproduce, modify, adapt, translate, upload, download, or transmit the Software in whole or in part; (iv) sell, rent, lease, licenses, transfer, or otherwise provide access to the Software; (v) alter, remove, or cover any trade-marks or proprietary notices, including from the Software; and/or (vi) decompile, disassemble, decrypt, extract, or reverse engineer

the Software or assist others in doing so.

14. Deactivation of Account

You may deactivate your account at any time, for any reason, through the HAT app. Please see our HAT Privacy Policy [<https://www.edsgoodhope.ca/hat-privacy>] in relation to our retention, storage, and disposal of personal health information.

15. Use Prohibited Where Contrary to Law

Use of HAT is prohibited where contrary to law. Use of HAT is unauthorized in any jurisdiction where HAT may violate any laws or regulations. You agree not to access or use HAT in such jurisdictions. You agree that you are responsible for compliance with all applicable laws or regulations. Any contravention of this provision (or any provision of this Agreement) is entirely at your own risk.

16. Governing Law and Jurisdiction

HAT is operated by UHN from its offices within the Province of Ontario, Canada. You agree that all matters relating to this Agreement, or your access or use of HAT shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters relating to your access and use of HAT as well as any dispute that may arise therefrom.

17. Waiver and Severability

Any consent by UHN to, or waiver of, a breach of this Agreement which you have committed, whether express or implied, shall not constitute a consent to, or waiver of any other, different or subsequent breach. The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of the Agreement.

18. Entire Agreement

This is the entire Agreement between you and UHN relating to your access and use of HAT.