

# USER TERMS

## 1. GENERAL

- 1.1. Our website is divided into two separate parts; the Open Website, a public website accessible to all visitors, and the Guided Web Program, a website accessible to anyone with an account. The Open Website and Guided Web Program (together “**our website**”) are run by the University of Gothenburg, Sweden (referred to as “**we**” or “**us**”). By using our website, you accept the terms and conditions in whatever form they take at the time of use. The terms and conditions apply to all your use of our website, regardless of whether you only visit the Open Website or you use the Guided Web Program.
- 1.2. We may change, add to or delete all or parts of our website at any time. We may also change these User Terms at any point in time for any reason without notification or your prior consent. It is your responsibility to read these User Terms each time you visit our website to see if changes have been made to the User Terms. If you continue to use our website after changes have been published on this page, you thereby accept the changes. If you are a Guided Web Program account holder we will notify you of changes to the User Terms; please note that this may be subject to you logging in.
- 1.3. Please refer to sections 12 and 13 for more information about how we process personal data and use cookies.
- 1.4. The International Olympic Committee proposes to its employees to use the service provided by Prius Health and it is up to the employees of the IOC to enter into the User Terms.

## 2. WHAT WE DO

- 2.1. Lifestyle diseases are increasing worldwide and represent a global societal challenge. The idea behind our website started with Dr Anders Rosengren and his colleagues at the University of Gothenburg, Sweden. Through online tests, tools, information, etcetera, our website aims to help people become more aware of their lifestyle and find ways to lead a healthy life. However, our website does not provide medical advice.

## PART I – TERMS SPECIFIC TO THE OPEN WEBSITE AND THE GUIDED WEB PROGRAM, RESPECTIVELY

### 3. THE OPEN WEBSITE

- 3.1. The Open Website is a public website that you can access without having an account. On the Open Website you will find a selection of the type of content you will find in the Guided Web Program (see below).

### 4. THE GUIDED WEB PROGRAM

- 4.1. The Guided Web Program is a closed website with more functionality and content than the Open Website. The Guided Web Program contains, among others, articles on health and lifestyle topics, online tests and tools. You can access the Guided Web Program either directly or via the Open Website. In order to access the Guided Web Program you are required to log in or create an account.
- 4.2. You may only create an account if you are at least 18 years old and do not work for, or run, a business or organisation with interests that are conflicting with those of our website. Once you have created an account, you will have access to the Guided Web Program.
- 4.3. Each account holder will be anonymous to other users, and your profile is not visible to other users. Please note, however, that text which you publish in areas of the Guided Web Program that all users can access, such as forums, will be accessible by all account holders.

- 4.4. Any text you wish to publish to be visible to other users (such as in forums) will be published without revealing the sender. Please note, however, that if you include information about yourself, such as your user name or other personal data, in the text you choose to publish, other users may be able to identify you based on that information. You will not be able to delete text manually once it is published. If you wish text to be removed from our website, please contact us (see section 16) and we will assist you. Please note that text that you request to have published may be reviewed and denied by us, for instance if we believe that the text is inappropriate. We may also remove published text if, for instance, the text is inappropriate or no longer relevant.
- 4.5. You are responsible for keeping your account and password safe and to inform us immediately if you suspect any unauthorised use of your account/password or other breach of security or suspicious activity. You may delete your account at any time by logging into your account and deleting it manually. If you need assistance deleting your account, please contact us (see section 16).
- 4.6. We reserve the right to permanently delete your user account without your consent if you have not used the account for two (2) years. Before deleting your account we will send you a notification to the email address with which your account is registered. If you log in within four (4) weeks of us sending the notification, your account will not be deleted.
- 4.7. We also reserve the right to permanently delete your account without prior notice or consent if you, in our opinion, upload any illegal, abusive or in any other way inappropriate text to our website. We will notify you via email to the email address with which your account is registered to inform you that your account has been deleted.

## **PART II – TERMS APPLICABLE TO BOTH THE OPEN WEBSITE AND THE GUIDED WEB PROGRAM**

### **5. WE DO NOT PROVIDE MEDICAL ADVICE**

- 5.1. Please be aware that we do not provide any medical advice and are in no way responsible for your health or any actions you may choose to take or not take based on information you have consumed on our website from us or any user of our website. It is your responsibility to maintain regular contact with your general practitioner and other health services, and not to substitute such contact with the use of our website. You acknowledge, by using our website, that people react differently to articles, videos, tests, tools and other content provided through the Open Website or the Guided Web Program, and that we cannot be held liable for any adverse effect on your health or otherwise that your usage or experience of our website, including any information or advice you receive, may have.

### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. All code, design and content published by us on our website is protected by copyright, trademark legislation, patents or other intellectual property rights. Unless otherwise stated by us, the material published on our website belongs to us or a third party.
- 6.2. Prius Health hereby acknowledge and agree that: (i) the International Olympic Committee shall retain all rights, title and interests in and to any Intellectual Property Rights that are owned, licensed or sublicensed by the International Olympic prior to or independent of this Agreement; and (ii) any and all rights, titles and interests, including intellectual property or any other rights, to any content, element, product, asset or otherwise, made available by the International Olympic Committee for the purposes of the Contract (if applicable), shall remain with the International Olympic Committee or its corresponding rights-holders.
- 6.3. If you write or upload or publish text to our website, you are responsible to ensure that you have necessary rights to do so. For instance, if you upload or publish text it is your

responsibility to ensure that you are not infringing someone else's intellectual property rights by doing so.

- 6.4 Prius Health warrants to the International Olympic Committee that, to the best of our professional knowledge, the Website and the Guided Web Programme do not violate any existing copyright, intellectual property rights or other rights of a third-party.

## **7. USAGE OF OUR WEBSITE**

- 7.1. You are responsible, and can be held accountable, for your behaviour on and usage of our website and all text you publish or upload to our website. We are not responsible for text you or other members publish or upload to our website, although we may take action on all online behaviour that we believe are in breach of these User Terms or law.
- 7.2. You may not publish or upload text, or behave in a way, that is hateful, abusive, stalking, sexist, racist, pornographic, illegal, or in any other way inappropriate, or promote such behaviour on, our website.
- 7.3. You may not use the identity or personal data of a person that is not you.
- 7.4. You may not a) upload or in any way transfer or use viruses, Trojans, worms, or other malicious code, or interfere with the operating of our website, b) access our website using a robot or any other automatic means to create or access an account or otherwise imitate human behaviour, or c) use our website or the information therein to send spam or for other illegal or unethical activities.
- 7.5. You are encouraged to inform us if you suspect any unauthorised usage or other breach of security or suspicious activity related to our website.
- 7.6. You may not use our website in a way that infringes a third party's copyright, patent or other intellectual property right.
- 7.7. You may not use our website for marketing or any other commercial purposes.
- 7.8. We may remove, fully or in part, user-generated text that we believe, wholly or partly, violates these User Terms or applicable law or could in other ways damage us, our website, other users or other third parties. In the case of such misuse or violation, we may also take further measures to prevent and stop continued misuse.

## **8. HYPERLINKS**

- 8.1. We may provide links to third party websites on our website. If you use these, you will leave our website. We are not liable for any content or the user terms of any third party website. Please carefully read the terms and privacy statement of all third party websites you visit before using the third party website or submitting information about yourself as the terms may be different from those of our website.

## **9. FREE SERVICE**

- 9.1. The use of our website is currently free of charge. It is possible that the service will be provided subject to other provisions in the future.
- 9.2. Please note that you will not receive any remuneration for any ideas, feedback or other information you provide us with via our website or other channels regardless of whether such input may be used by us to improve or develop the Guided Web Program, the Open Website or other services or projects.

## **10. USE OF OLYMPIC PROPERTIES**

- 10.1. Prius Health is not granted any marketing rights under these User Terms or any right of association in any way with the International Olympic Committee, the Olympic Games or the Olympic movement. Prius Health shall not, without the prior written consent of the International Olympic Committee, use or authorise the use of any of the "Olympic Properties" (as defined by the Olympic Charter (as available on the following link: [www.olympic.org/documents/olympic-charter](http://www.olympic.org/documents/olympic-charter)) and as periodically updated), including without limitation the Olympic symbol, emblem(s) such as Olympic Games emblems, trademark(s), theme(s), logo(s), mascot(s) or other designation(s), or conduct any communication that may suggest, directly or indirectly, that Prius Health

has been granted any right of association with and/or maintains any particular relation with the International Olympic Committee, the Olympic Games and/or the Olympic movement. The obligations arising from this provision shall not expire upon termination of these User Terms.

## **11. CONFIDENTIALITY**

- 11.1. Prius Health shall not, without the prior written consent of the International Olympic Committee disclose, make known or promote in any other way its relations with the International Olympic Committee, including, without limitation, by means of advertisements in any type of media whatsoever. The obligations arising from this provision shall not expire on termination of these User Terms.

## **12. COOKIES**

- 12.1. We use cookies to for instance improve our website and your experience when visiting our website. Please refer to our Cookie Policy for further information about which cookies we use and data we collect, your rights and other information.

## **13. PERSONAL DATA**

- 13.1. Your privacy is of utmost importance to us and we take our responsibility to protect your personal data seriously. Please refer to our Privacy Policy for information about which data we collect and how such personal data may be used, your rights and other information.

## **14. LIMITATION OF LIABILITY**

- 14.1. We may change, suspend or discontinue providing parts or all of the services provided on our website or our website itself at any time and for any reason.
- 14.2. We do not give any guarantees as to the availability or functioning of our website or the accuracy of information published by other users or persons. Although we always aim to publish information that is correct, up to date and as complete as possible, we cannot give any guarantees to that effect, due to e.g. technical or human error. Please be aware that we are not liable for any direct or indirect damage or loss caused by your or any other person's use of our website or any content published on it.
- 14.3. We do our best to keep all our visitors and users safe when using our services. All data sent between your browser and the URLs you visit when using our website are encrypted (https). Although we take measures to protect your personal data and your integrity when visiting our website, we cannot and do not guarantee the security of information that you submit when you are online, nor can we guarantee that our website material or website servers do not contain malware or are not in other ways harmful.

## **15. JURISDICTION AND APPLICABLE LAW**

- 15.1. These User Terms and your use of our website shall be governed by the substantive law of Sweden, without reference to the choice of law and conflict of law provisions thereof.
- 15.2. Any dispute arising out of or in connection with your usage of our website shall in the first instance be resolved by the Swedish district court in Gothenburg, Sweden.

## **16. CONTACT US**

- 16.1. If you have any questions about these User Terms or other requests, please contact us on:

Address: University of Gothenburg, Box100, SE-40530 Gothenburg, Sweden

E-mail: [internetverktyg@gu.se](mailto:internetverktyg@gu.se)