

Terms and conditions for LEA SCORE by LEA AXIS Research

Latest update: 21 November 2024.

The service LEA Score, hereafter "LEA SCORE", is offered over the internet in the form of Software-as-a-Service by the company LEA AXIS Research, hereafter "LEA AXIS". The use of LEA SCORE is subject to the below terms and conditions. Using LEA SCORE constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by LEA AXIS.

Article 1. Definitions

1. **Account:** the personal account of the User with which he or she gains access to the Service.
2. **Agreement:** The agreement that is concluded between the User and LEA AXIS as soon as the User registers; these terms of use are part of it.
3. **App:** a program that can be run on a mobile device or other portable device.
4. **Confidential Information:** non-public information related to one or both Parties and information that a Party declares to be confidential, or which, by the nature of the information or under the circumstances under which the disclosure is made, should be considered confidential to be treated.
5. **Data:** all data stored on the systems by the User.
6. **Intellectual Property Rights:** all intellectual property rights and related rights, including in any case copyrights, database rights, rights to domain names, trade name rights, rights to know-how, trademark rights, design rights, neighboring rights and patent rights.
7. **LEA AXIS Research:** The sole proprietorship LEA AXIS Research, established at 55-1 Dapperstraat in Amsterdam and registered with the "KVK", (read: Chamber of Commerce) under number 95420932.
8. **Party(ies):** the parties to the Agreement, User and LEA AXIS, individually or jointly.
9. **Service:** the personal environment developed by or on behalf of LEA AXIS called LEA SCORE, which is offered for use in the form of the Website, App, and Dashboard with which the User, on the basis of data to be entered, obtains a fallible risk assessment of his/her own personal psycho-metabolic 'lifestyle' (read: lifestyle) profile, and/or with which User can manage data via a dashboard.
10. **Terms of Use:** the terms and conditions contained in this document.
11. **User:** Any legal person acting professionally or commercially (hereafter: "Organization User") and/or any natural person (hereafter: "Individual User") who uses the Service or a part thereof.
12. **Website:** www.leascore.com | www.learesearch.org.

Article 2. Conclusion of the Agreement

1. In order to use the Service, the User needs an Account. To create an Account, the User must first register on the Website or the App.
2. The Agreement is concluded the moment the User registers on the Website or the App and creates an Account.
3. The App can be downloaded by the User via the App Store and the Google Play Store.
4. During the registration procedure, the User chooses a username and password that can be used to log in to the Website or the App after registration, using a so-called two-factor authentication. User is responsible for choosing a sufficiently reliable password. LEA AXIS is not liable for misuse of the login details of the Account and can always assume that a User who registers via the Website or App is actually that User.
5. If login details of an Account are lost or leaked, the User will immediately take all measures that are reasonably necessary and desirable to prevent misuse of the Account. These measures may, for example, consist of changing the password or blocking the Account.

Article 3. Use of the Service

1. The Service offers the User the opportunity to obtain a fallible risk assessment of his/her personal psycho-metabolic 'lifestyle' (read: lifestyle) profile on the basis of a number of self-

entered data. The service offers the User the option to have access to this Data and to share it with other persons within its own network or a healthcare provider via, for example, an e-mail service such as Gmail or Whatsapp. Or via the Dashboard function of the Service.

2. When the Organization User is a direct care provider, Organization User can manage LEA SCORE profiles and User data via the LEA SCORE Dashboard and can access the LEA SCORE profile and User data via the Dashboard. The so-called 'extended arm principle' also applies. If the Organization User is not a direct care provider, Organization User can also manage LEA SCORE profiles and User data via the LEA SCORE Dashboard, but to ensure the privacy of Users of LEA SCORE, individual User names and associated email addresses remain anonymous via data anonymization.

3. The content of the Service such as text, images, personal health information and other material on the Website or the App and any information and data produced by the Service are not in any way intended as a substitute for professional medical and healthcare advice, diagnosis or treatment.

4. Users of the Service are solely responsible for the accuracy of the Data and information they provide for processing by or use in connection with the Service.

5. LEA SCORE does not endorse any specific tests, physicians, products, procedures, opinions or other information to the User that may be listed on the Service.

Article 4. Fee for the Service

1. The Individual User has free access to the Service.

2. LEA AXIS determines at its own discretion whether an Organization User qualifies for the Service and can limit the use and/or the conditions to prevent misuse of the Service.

3. For the use of the LEA SCORE service via the LEA Dashboard, the Organization User pays the fee stated in the app or on the website, as further specified on the Website, per completed purchase via the Service.

4. The payments of the fees per purchase for the use of the LEA SCORE Service are made by settlement with the pre-paid credit of the Organization User. In this respect, the Organization User authorizes LEA SCORE to deduct the fees payable from his pre-paid credit. The Organization User must ensure sufficient coverage of his pre-paid credit. The Organization User can top up his pre-paid credit at any time via the LEA SCORE app or LEA SCORE website. The pre-paid credit is topped up by an external payment service provider, who may charge additional costs for processing the payment order and for the use of which additional conditions may apply. LEA AXIS is not responsible for the collection of any fees, nor for any additional terms and conditions of the third-party payment service provider. No interest is charged on the Organization User's pre-paid credit. The Organization User can have unused pre-paid credit credited upon request.

5. Pre-paid credit may only be used for the reimbursement of purchase of the LEA SCORE Service and may only be obtained, earned and used in accordance with the rules and guidelines in these terms and conditions. To use pre-paid credit, an account with LEA SCORE is required. Purchases are deducted from the pre-paid credit that the Organization User has with LEA SCORE. Any unused pre-paid credit will remain associated with the Organization User's LEA SCORE account.

6. The pre-paid credit has no expiry date. Credit cannot be converted or (re)claimed in cash or paid out in any other way. LEA AXIS has the right at all times and without prior notice to set off (pre-paid) credit against any claims LEA SCORE/LEA AXIS may have against you.

7. LEA AXIS is entitled to increase the prices used in this Agreement at any time. The price change will take effect immediately.

8. All claims of LEA AXIS are immediately due and payable if the User is declared bankrupt, the User applies for or is granted a moratorium, the User's activities are terminated or his company is liquidated.

9. All prices quoted by LEA AXIS are in euros and exclusive of VAT and other levies imposed by the government.

Article 5. Terms of use

1. It is prohibited to use the Service in a way that conflicts with the Terms of Use or with applicable laws and regulations.

2. If LEA AXIS determines that User is violating these terms and conditions or the law, or receives a complaint about this, LEA AXIS may intervene to end the violation. LEA AXIS may then block access to the relevant information or block access to the Service for User.
3. LEA AXIS is at all times entitled to report established criminal offenses and will cooperate with a competent body. In addition, LEA AXIS is entitled to hand over the name, address, IP address and other identifying data of the User to a third party who complains that the User is infringing its rights or these terms and conditions, provided that:
 - a) it is sufficiently plausible that the information, taken in isolation, is unlawful and harmful to the third party;
 - b) the third party has a genuine interest in obtaining the data;
 - c) it is plausible that in the specific case there is no less intrusive possibility to retrieve the data; and
 - d) the balancing of the interests involved means that the interests of the third party should prevail.
4. User is obliged to follow all reasonable directions from LEA AXIS related to the use of the Service.
5. The User is not allowed to perform the following actions with regard to the Service:
 - a) Reverse engineer, decompile, modify, translate, use for competitive analysis, create derivative works from, disassemble or work around technical limitations in the software or source code, disable, tamper with, or otherwise attempt to circumvent any mechanism that restricted use of the Service;
 - b) loan, resell, transfer or sublicense the Service;
 - c) granting access to the Service to third parties who have not received prior authorization to do so from LEA SCORE from LEA AXIS;
 - d) use the Service to publish or make available to the public any material that is unlawful, obscene, defamatory, threatening, harassing, abusive, defamatory, hateful or embarrassing to another person;
 - e) send spam or other unsolicited material in violation of the law;
 - f) impersonate another person;
 - g) infringe the Intellectual Property Rights of third parties.

Article 6. Availability and maintenance

1. LEA SCORE strives to ensure that the Service does not contain viruses, backdoors or malicious routines and strives to keep the Service available as much as possible, but does not guarantee uninterrupted availability.
2. User is responsible for installation and commissioning of the App and use of the Website.
3. LEA SCORE has the right to change and maintain the Service or a part thereof.
4. Maintenance and changes to the Service by LEA SCORE may result in the Service being temporarily out of use in whole or in part. LEA AXIS will make every effort to announce these restrictions on use in a timely manner.
5. LEA AXIS releases updates from time to time that may fix errors or improve the functioning of the Service.
6. Available updates to the App will be made known via notification through Apple's Appstore and Google Play, with the User being responsible for keeping these notifications up to date. The updates are also performed via this platform, which requires an active internet connection.
7. Installation of updates is done with the separate permission of the User. For proper implementation of the updates, LEA SCORE is dependent on the availability of Apple's Appstore and Google Play, over which LEA AXIS has no control. LEA AXIS is neither responsible nor liable for the correct implementation of the updates. No liability exists for damage resulting from errors that have been corrected in an update not installed by the User.
8. An update may set conditions that deviate from the provisions of the Agreement. The User will always be notified of this in advance and the User will then have the opportunity to refuse the update. By installing such an update, the User agrees to these deviating terms and conditions, which will then form part of the Agreement.

Article 7. Security and privacy

1. LEA AXIS will make every effort to adequately protect the Service against misuse and unauthorized access to the User's data.
2. When using the Service, the User's personal data is processed. User should consult the privacy statement via [[LINK TO PRIVACY STATEMENT](#)] for more information about this.

Article 8. Confidentiality

1. The parties will treat information that they provide to each other before, during or after the performance of the Agreement confidentially if this information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The obligation of confidentiality also continues after termination of the Agreement for whatever reason, and for as long as the providing party can reasonably claim the confidential nature of the information.

Article 9. Limitations & Fraud

1. The Organization User will present a valid proof of identity at the first request of LEA AXIS. If the Organization User does not do this within 30 days, the Organization Administrator's registration/account will be automatically suspended or terminated and all accrued pre-paid credit will be confiscated. Loss, theft or damage of access (login data) to the account or pre-paid credit is at the risk and expense of the Organization User. Lost, stolen or expired pre-paid credit will not be refunded, replaced or extended.
2. In case of concerns about fraud, abuse or misconduct, LEA AXIS reserves the right to unilaterally close the account without notice and you will forfeit all pre-paid credit (which will be immediately confiscated, expired and deleted). LEA AXIS reserves the right to debit the account of an Organization User that has obtained (pre-paid) credit unlawfully or in violation of these terms and conditions.

Article 10. Data

1. Data that the User initially enters or processes via the Service is and remains the property of the User. Control over the Data therefore rests at all times with the User.
2. As soon as the User receives or enters health data into the Service, this Data is part of the Service. It is the User's responsibility to handle the Data with care.
3. Data remains visible in the Service as long as the User has an Account, unless the User deletes the Data himself. The provisions of Article 15.5 apply to an export of the Data.
4. User grants LEA AXIS a non-transferable - and to the extent necessary for the performance of the Agreement - sublicensable license to use Data for the duration of the Agreement, to the extent necessary for the provision of Services. In addition, User grants LEA AXIS an unlimited and irrevocable right to use Data to perform analyzes and to use the statistical results of these analyzes on an aggregated level and to share them with third parties for its own purposes.

Article 11. Intellectual property

1. LEA AXIS hereby grants User a right to use the Service. This right is limited to use by the User as a natural person.
2. This license is personal. With regard to the App, it may only be used on the device on which the App has been downloaded and installed.
3. All Intellectual Property Rights resting on the Service, the accompanying documentation and all changes and extensions thereto remain and remain with LEA AXIS or its licensors. The User only acquires the rights of use and powers that arise from the scope of the Agreement or that are granted in writing by LEA AXIS. In all other respects, the User may not use, reproduce or make public the Service.
4. User receives from LEA AXIS the non-exclusive, non-transferable and non-sublicensable and revocable right of use with regard to the Service, as well as all information and images in the Service insofar as these arise from the Agreement or which are otherwise granted in writing. The user rights apply for the duration of the Agreement.
5. The LEA SCORE logos and product names of LEA AXIS or its licensors associated with the Service are licensed trademarks and no right or license is granted to the User to use them.
6. User is not entitled to make changes to the Service and User is not entitled to a copy of

the source files of the Service, except in cases where this is legally permitted.

7. LEA AXIS can take (technical) measures to protect the Service. If LEA AXIS has taken such security measures, the User is not allowed to evade or remove this security.

8. The data and data that the User enters via the Service remain the property of the User. User grants LEA AXIS a right of use for this data and data for the duration of the Agreement. User can terminate this right of use by deleting the data and data.

9. The User is at all times responsible for the information/data that the User enters into the Service and the User can never hold LEA AXIS liable for this. In addition, LEA AXIS is not able to respond to individual requests from Users regarding the recovery of data if User has lost it.

Article 12. Limitation of liability

1. LEA AXIS offers a lifestyle App in the form of LEA SCORE. The Service is expressly not intended as: a medical instrument, or health App, advice or consultation about the health of the User. The creation of the presented LEA SCORE profile and the profile itself are fallible. Insights and consultation in these areas of the User's doctor, physician, medical specialist, therapist, pharmacist, insurer, care providers, coach are always leading and LEA SCORE is not a (replacement/alternative) medical signaling/screening instrument. LEA SCORE/LEA AXIS has no influence on the Data that the User enters and stores in the Service.

2. LEA AXIS is in no way responsible for damage in any way whatsoever caused by the use, incompleteness or inaccuracy of the information offered in the Service.

3. No liability exists if this is directly or indirectly the result of the incorrect functioning of the Apple App Store or of the Google Play Store.

4. The Organization User is liable for any claims from third parties, including the tax authorities, arising from the use of (pre-paid) credit.

5. LEA SCORE/LEA AXIS is not liable for any loss, costs (including, but not limited to, attorney's fees), accidents or inconveniences that may arise in connection with the use or redemption of (pre-paid) credit.

Article 13. Force majeure

1. Neither of the Parties can be obliged to fulfill any obligation if a circumstance that is beyond the control of the parties and which could not or should not have been foreseen when the Agreement was concluded, nullifies any reasonable possibility of fulfillment (force majeure).

2. Force majeure also includes (but is not limited to): internet failures or other failures of public or private infrastructure; failures due to computer crime, for example (D)DoS attacks; deficiencies of LEA AXIS suppliers; defective items, equipment, software or other source material of LEA AXIS, unavailability of personnel/secondees (due to illness or otherwise); government measures; transport problems; strikes; wars; terrorist attacks, civil unrest and natural disasters.

3. If a situation of force majeure lasts longer than thirty (30) days, each of the Parties has the right to terminate the Agreement in writing. In that case, what has already been performed on the basis of the Agreement will be settled proportionately, without the parties owing each other anything else.

Article 14. Linking with third-party services

1. While using the Service, the User may enter into correspondence with, obtain goods and/or services from, or participate in promotions from, advertisers or sponsors who display their goods and/or services through the Service.

2. Such activities and any conditions, warranties or representations associated with such activities are solely between the User and the relevant third party.

3. LEA AXIS and its licensors shall not be liable or responsible for any such correspondence, purchase or promotion between the User and any such third party.

4. LEA AXIS does not endorse any sites on the Internet linked through the Service. The Service provides these links only for the convenience of the User and in no event shall LEA AXIS and its licensors be responsible for any content, products or other materials available on such sites.

5. User acknowledges, however, that certain third-party providers of additional software, hardware or services may require your consent to additional or different license or other terms prior to your use of or access to such software, hardware or services.

Article 15. Term and termination

1. The Agreement is concluded the moment the User registers on the Website or the App and is entered into for an indefinite period of time.
2. The User can terminate the Agreement at any time. Access to the Account will be terminated when the User cancels.
3. After termination of the Agreement (for whatever reason), User must cease and discontinue any use of LEA SCORE or LEA AXIS. The User must then remove all copies (including backup copies) of the App from all of the User's systems.
4. LEA AXIS will keep all Data and data of the User for the duration of the Agreement.
5. Upon termination of the Agreement, the User may use LEA SCORE's export feature to retain a copy of his or her Data. This is the User's own responsibility. LEA AXIS cannot guarantee that the copy contains all of the User's data.

Article 16. Changes to terms

1. LEA AXIS has the right to change or supplement these Terms of Use. LEA AXIS will announce the change or addition on the LEA SCORE/LEA AXIS Website at least 30 days before it comes into effect.
2. If the User does not wish to accept the changes or additions, the User can object within 14 days of notification, after which LEA AXIS will reconsider the adjustment or addition.
3. If LEA AXIS decides to stick to the change or addition, the User can cancel the Agreement.

Article 17. Miscellaneous provisions

1. Dutch law applies to the Agreement. This choice of law does not affect the protection that the User enjoys under the mandatory law of his domicile.
2. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court in the district where LEA AXIS is located.
3. If a provision in the Terms of Use is found to be invalid, this will not affect the validity of the entire Terms of Use. In that case, the parties will determine (a) new provision(s) as a replacement, which will give shape to the intention of the original provision as much as legally possible.
4. In the Terms of Use, "in writing" also includes communication by e-mail, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.
5. LEA AXIS may transfer its rights and obligations under this Agreement to a third party who acquires the relevant business or copyrights in LEA SCORE from it.

For questions about these Terms of Use, please contact us by sending an email to: info@leascore.com.