



## TERMS AND CONDITIONS

**Thank you for using sGuide!**

### **1. Introduction**

sGuide offers products and services provided by «**T.R.I. Technologos Research and Innovation Services LTD**» (*we* or *us* or *company* or **T.R.I.**). These Terms and Conditions (“Terms”) direct the way the user (“You”) use our website, apps, and other products and services (“Services”), whether as a guest or registered user. As some of our Services may be software that is downloaded to your computer, phone, tablet, or other device, you agree that we may automatically update this software, and that these Terms will apply to such updates. Please read these Terms carefully before use, and [contact us](#) if you have any questions. By using our Services, you agree to be bound by these Terms, including the policies referenced in these Terms. If you do not accept and agree to them, please do not use sGuide Services.

### **2. Using sGuide**

#### **2.1. Who May Use our Services**

Users under the age of sixteen (16), are forbidden to directly or indirectly access, view, possess or use our Services. You hereby affirm and warrant that you are currently sixteen (16) years of age or over and that you are capable of lawfully entering into and performing all the obligations set forth in this agreement.

You may use our Services only in compliance with these Terms and all applicable laws. When you create your sGuide account and profile and subsequently use certain features you will be encouraged, but not obliged to provide as much data as possible (always anonymously) in order for your own personal experience on the platform to be improved, as well as for research purposes, except for a username and password (in order to log in) and your date of birth as considered above.

#### **2.2 License**

##### **2.2.1 User**

Accepting and obeying to these Terms and our policies, sGuide grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our Services. It is prohibited to download content from our Services for your personal, commercial or any other use, unless you obtain our written permission to otherwise use the content. You also agree that you will create, access, and/or use only one user account, unless expressly permitted by sGuide, and you will not share access to your account or access information for your account with any third party. Using our Services does not give you ownership of or any intellectual property rights in our Services or the content you access.

##### **2.2.2 Client**

## **Client may be a public authority, public or private company or any other third party**

Accepting and obeying to these Terms and our policies, sGuide grant you a non-exclusive, non-transferable, revocable license with pre-agreed number of participants that will use our Services. It is prohibited to download content from our Services for your personal, commercial or any other use, unless you obtain our written permission to otherwise use the content. Using our Services does not give you ownership of or any intellectual property rights in our Services or the content you access.

### **2.3. Confidentiality**

You have to keep all identification codes, username, passwords and other security information confidential. If we think you have failed to keep them confidential, we are allowed to disable any security information (including your passwords and codes). If you allow anyone else to use our sGuide Services, you must make sure that they read these Terms first and that they follow them.

You agree to directly inform T.R.I. of any unauthorized or suspicious use of Your account or any other breach of security. We will not be responsible for any loss, damages, expenses or attorneys' fees that You may incur as a result of someone else using Your password or account, either with or without Your knowledge. You will be responsible for losses, damages, liability, expenses and attorneys' fees incurred by T.R.I. or a third party due to someone else using Your account, regardless of whether they are authorized.

### **2.4 Liability**

You agree to indemnify, defend, and protect T.R.I. (and its affiliated companies, contractors, employees, agents, clients and partners) from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, brought by a third party arising out of or related to:

- (a) Your use or misuse of any information or sGuide Services generally,
- (b) Any violation of the rights of any other person or entity by You, or
- (c) Any assumed breach or violation by You of this Agreement.

sGuide services reserve the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Us and You agree to cooperate with our defense of these claims. This defense and indemnification obligation is intended to extend to the fullest level permitted by law and will survive this Agreement and Your use of the sGuide Services.

## **3. Intellectual Property Rights and Trade Mark**

### **3.1 Ownership**

We are the owner or licensee of all intellectual property rights in the sGuide Services (for example the copyright and any rights in the designs) and in any of the material presented and posted on it.

### **3.2. Intellectual Property Rights**

The sGuide Services, content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, and all other elements of the sGuide Services (collectively, the "Materials") are protected by copyright, trade dress, patent, and trademark laws, international laws and conventions, and all other relevant intellectual property and proprietary rights and applicable laws. All Materials contained in the sGuide Services are the property of T.R.I. All trademarks, service marks, and trade names displayed on the sGuide Services are T.R.I.'s property. You agree not to sell, license, distribute, copy, modify, publicly

perform or display, transmit, publish, edit, adapt, or make in any way unauthorized use of the Materials.

### **3.3. Reverse Engineer**

You shall not reverse engineer, decompile, copy or adapt software or other code or scripts that form part of the sGuide Services.

### **3.4. Intellectual Property Remediation**

If You breach these terms, You lose Your right to use sGuide Services, and must destroy or return any copies or material you may have made.

## **4. Acceptable Use Policy**

### **4.1. Acceptable use**

You must not use the sGuide Services to do any of the following:

- 4.1.1. Break any laws or regulations;
- 4.1.2. Do anything fraudulent, or which has a fraudulent effect,
- 4.1.3. Do anything with material that does not meet our content standards (listed below),
- 4.1.4. Do anything with unsolicited advertising material (known as spam),
- 4.1.5. Transmit any data or material that is harmful to other programs, software, or hardware (for example, viruses, Trojan horses, worms, automatic scraping software etc);
- 4.1.6. Copy in any way or re-sell any part of our sGuide Services, and
- 4.1.7. Interfere with or damage any part of our sGuide Services, equipment, network, software or storage arrangements.

### **4.2 Content Standards**

Our content standards apply to all material of sGuide Services and to all interactive services. Your contributions must:

- 4.2.1. Not be likely to deceive, harass, annoy, threaten or invade someone else's privacy
- 4.2.2 Not promote violence, or discrimination based on race, sex, gender identity, religion, nationality, age, disability, or sexual orientation
- 4.2.3 Not invade to anyone else's intellectual property,
- 4.2.4. Not use sGuide Services to impersonate anyone, or misrepresent anyone's identity,
- 4.2.5 Not contain personal data apart from Your own.

### **4.3 Systems Security**

You will not remove, circumvent, disable, damage or otherwise interfere with security-related features of the sGuide Services, features that prevent or restrict use or copying of any content accessible through the sGuide Services, or features that enforce limitations on use of the sGuide Services;

### **4.4 Unauthorized access**

You will **NOT** attempt to gain unauthorized access to the sGuide Services, or any part of it, other accounts, computer systems or networks connected to the sGuide Services, or any part of it, through hacking, password mining or any other means, or interfere or attempt to interfere with the proper working of the sGuide Services or any activities conducted on the sGuide Service;

## **5. Disclaimer**

The services and all included content are provided on an “AS IS” and “AS AVAILABLE” basis without warranty of any kind, whether express or implied. The sGuide parties specifically disclaim any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade. The sGuide parties further disclaim any and all liability related to your access or use of the services or any related content. You acknowledge and agree that any access to or use of the services or such content is at your own risk.

## **6. Governing Law**

### **6.1. Arbitration**

The parties will make their best efforts they can to negotiate in good faith and settle any dispute that may arise out of or relate to these Terms or any breach of it.

### **6.2 Law**

You agree that any dispute related to these Terms will be governed by the laws of Cyprus, excluding its conflicts of law provisions. If we fail to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Services, and supersede and replace any prior agreements we might have between us regarding the Services.

### **7. Feedback**

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, sGuide does not waive any rights to use similar or related Feedback previously known to sGuide, developed by our employees, contractors, or obtained from other sources.

## **8. Security**

We care about the security of our users. While we work to protect the security of your account and related information, sGuide cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account by emailing [alexandros@technologos.com.cy](mailto:alexandros@technologos.com.cy)

## **9. Medical Knowledge**

Medical knowledge and practice is constantly evolving. Individual cases may require specific advice and cannot be addressed through the sGuide Services. Accordingly, the sGuide Services are provided for information, education and practice only. It is not intended to replace a consultation with an appropriately qualified health professional. We cannot guarantee that information provided by us through the sGuide Services will meet Your health or medical requirements. If You are concerned about Your health, please contact a health professional.