

DEFINITIONS

“Account” means Users account created via the App;

“App” means the mobile application “Siilo” that Users may freely download on the AppStore or on GooglePlay, and the web.siilo.com application. The App enables Users to access the Siilo Webchat, Siilo Messenger, and their organization’s network and Prisma if their organization has subscribed respectively to Siilo Connect and/or Prisma;

“Backup / Restoration service” means the Service available on web.siilo.com enabling the User to operate a Backup of all his/her User Generated Content, in order to restore it in case he/she needs to delete and re-download the App, or install the App on another device.

“Client” means the organizations who subscribed to a paying offer, in particular Siilo Connect or Prisma.

“Confidential Information” means any information of a financial, legal, commercial, technical, computer or administrative nature, any documents or information concerning access to the Services, the information that the User may access to or learn about Siilo in the context of audits, as well as any other information that the parties may be required to communicate to each other, directly or indirectly, in writing, orally, in any form or medium whatsoever, and which, by reason of its nature or the circumstances of its disclosure by reason of its nature or the circumstances of its disclosure should reasonably be regarded as confidential.

“GDPR” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data repealing Directive 95/46/EC. The terms "Special Categories of Personal Data", "Standard Contractual Clause", "Health Data", "Data Subject", "Data Controller", "Subcontractor", "Processing", "Transfer" and "Personal Data Breach" shall have the meaning assigned to them by the GDPR.

“Health Data” means "Data concerning health " as defined by the GDPR.

“Healthcare Actors” refers to professionals involved directly or indirectly in the health or medico-social care of Patients and practicing in private practice or as salaried employees, individually and/or collectively, and who are eligible to use the Services.

“Network Feed” means the section within the Organization Network space where Users who are members of such Organization Network may share and react to posts shared by other Users members of the Organization Network;

“Organization Network” means all the Users who have been designated as part of the organization of a Siilo Connect Client organization.

“Patient” means the patients of the Healthcare Actors that are Users of the Services.

“Personal Data” means any information about an identified or identifiable natural person as defined by the as defined by the General Data Protection Regulation Protection (GDPR).

“Pin Code” means the personal pin code of the User, enabling him/her to authenticate on Siilo Messenger.

“Prisma” means the paying product enabling general practitioners to quickly, accessibly and anonymously submit a virtual collaborative consultation to a multidisciplinary network of specialists, who review and respond to such consultations; and have access to a searchable knowledge base of previously answered collaborative consultations.

“Processor Agreement” means the agreement between the User/Client and Siilo governing the Processing of Personal Data by Siilo for the performance of the Services at the request of the Client and/or the User.

“QR Restoration Code” means the QR code that is created on web.siilo.com when activating the Backup / Restoration service, enabling the User to retrieve his/her User Generated Content;

“Services” means all the Service(s) made available by Siilo to Users on the App, or to Clients. The Services may include, but are not limited to, the Siilo Webchat, Siilo Messenger service or Prisma, available on the App, the Siilo Connect Admin Tool, accessible to Client’s designated personnel, and/or any other possible additional service that may be offered by Siilo.

“Siilo” means Siilo Holding B.V., Keizersgracht 585, 1017 DR Amsterdam, the Netherlands, its respective group company that offers and/or provide the App and/or the Services or another company that uses this end user agreement;

“Siilo Connect” means the paying offer for organizations, which provides a private Organization Network within the App. Via Siilo Connect, employees / members of the organization can easily find and contact each other and share information via the Network Feed. Through the Siilo Connect administration tool (the **“Siilo Connect Admin Tool”**), the Client’s personnel can set-up and personalize their organization network.

“Siilo Messenger” means the free instant messaging service available on the mobile application, designed to ensure a better care coordination, enabling Users to communicate and send text messages, video, photos, voice notes and other media, and to operate voice or video calls. Siilo Messenger enables one to one discussions, as well as group discussions.

“Siilo Network” means the whole community of Users of Siilo Messenger;

“Siilo Webchat” means the Siilo Messenger service, available on web.siilo.com after scanning the QR Code on the mobile App.

“Site” means Siilo website accessible at www.siilo.com.

“ToU” means the Terms of Use of the Siilo Application, accessible [here](#).

“Users” means any Healthcare Actor accessing the App and using the Services available on the App, or any personnel of a Client accessing the Siilo Connect Admin Tool.

“User Data” means (a) the User's data (which may include administrative data and Personal Data) (i) transferred by the User to Siilo, and/or (ii) collected by Siilo, in the course of providing the Services; and/or (iii) mentioned by the User on his User profile whatsoever; as well as (b) any document of any nature whatsoever, uploaded, distributed, collected or put online by a User on the App or Services.

“User Generated Content” means communications, materials, information, data, opinions, photos, profiles, messages, notes, website links, text information, music, videos, designs, graphics, sounds, and any other content that the Users post or otherwise make available on or through the App or the Services or store on the same. User Generated Content may include Personal Data, and more particularly Health Data;

“Verification” means the identification and authentication process to validate the existence, genuineness, accuracy and sufficiency of the identity and, as relevant, the right to practice (considering the profession and specialization) claimed by a User in his/her User Account. Until the User has fully verified both his/her identity and his/her right to practice, he/she is considered **“Pending Verification”**.

There are four Users status on the App, that enable each User to know what level of Verification has been achieved by his/her interlocutor:

- 1 - User has not yet started his/her Verification
- 2 - Verification is complete (identity + right to practice)
- 3 - Only identity has been verified
- 4 - Verification has failed and User is suspended.

“Visitor” means any natural person who browses the Site, without creating or logging into an Account.