

STUDY APP TERMS AND CONDITIONS

These Terms and Conditions (the “Agreement”) apply to your participation in the Lived Experience Measured Using Rings Study - LEMURS (the “Study”) and your use of this mobile application (the “Study App”). The Agreement is between The University of Vermont and State Agricultural College (“UVM,” “we,” “our,” or “us”) and any person who elects to participate in the Study (“you” or “your”). Please review this Agreement carefully before participating in the Study. By participating in the Study, you agree to the terms and conditions of this Agreement as such terms and conditions may be modified by us from time-to-time in our sole discretion. Please check this Agreement periodically for changes. Your continued access or use of the Study App following any changes to the Agreement constitutes your acceptance of those changes

1. The Study

In order to participate in the Study, you will elect to connect to the LEMURS App (the “Study App”) and various third party applications and devices (collectively, “Third Party Apps”). The Study App will send you Study information and survey questions, request data synchronization, and request that you participate in certain Study related activities. You authorize the Study App and Third Party Apps to share your data with us. Some data shared through the Study App and Third Party Apps may include data relating to your fitness or health levels, such as your physical activities, fitness levels, stress levels, and sleep patterns. The Study App and some Third Party Apps may permit you to select the specific categories of data shared with us through the Study. The Third Party Apps participating in the Study may change from time-to-time. You must select each of the Third Party Apps you authorize to share data with us. By participating in the Study, you authorize us to collect and use your data from the Study App and Third Party Apps in the manner set forth in this Agreement, in the Informed Consent Document and our Privacy Policy.

2. Eligibility; Age and Country Restrictions.

The Study is available for the period January 1, 2023 – December 31, 2023 to UVM students who voluntarily have consented to participate. By participating in the Study, you warrant that you are of legal age to form a binding agreement or, if you are at least 18 years of age, but not yet of legal age to form a binding agreement, your parent or legal guardian has consented to your participating in the Study and accepts this Agreement as a binding agreement on your behalf. You may not participate in the Study if you are not at least 18 years old. The Study is available only within the United States.

3. Privacy Policy; California Consumer Protection Act

All information provided and collected through the Study is handled in accordance with UVM’s LEMURS Privacy Policy, which is hereby incorporated into and made part of this Agreement. Such information may include, among other things, information about you we collect from the Third Party Apps, contact information, and device and browser information. In addition, if you are a California resident, the California Consumer Privacy Act (CCPA) provides you with certain privacy rights related to the personal information we collect about you.

5. Passwords and Security

You must create an accurate and complete account to participate in the Study. Each person may have only one account in the Study. If we suspect that your information is inaccurate or incomplete, we may suspend or terminate your access to the Study or request additional information from you. If you submit a request for a lost or forgotten username or password, you may be asked to provide information that we will use to confirm your identity. You are solely responsible for all activities that occur under your password-protected account and for ensuring the protection of your account information. If you delete your activity history or other information on the Study App, your information may be permanently deleted. You agree to notify us immediately of any unauthorized use of your account or any other breach of security that is known or suspected by you. You agree that we may send to you in electronic form any notices or other communications regarding the Study App and such electronic form will satisfy any legal requirements with respect to communications or notice.

6. Limited License

We grant you a limited, personal, non-exclusive, non-transferable, non-assignable, non-sublicensable, and revocable right to use the Study App. With respect to the Study App and its related software, source code, platforms, servers and interfaces, whether owned by us or third parties (the “Study System”), you must not: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate, creative derivative works, or make any unauthorized attempt to access or use; (b) use in a manner prohibited by applicable laws or this Agreement.

7. Copyright and Other Intellectual Property

All content and other materials available through the Study System, including without limitation trademarks, service marks, trade names, images, audio, text, software, designs and the “look and feel” of the Study (collectively, “Study Content”) are owned or licensed by us or our affiliates and are protected by copyright, trademark, and other intellectual property laws. You may not use any Study Content without our express written permission.

8. Copyright Infringement

If you believe that any Study Content infringes upon your copyright, please notify us in writing at lemurs.study@uvm.edu. Your notice must include (a) a description of the copyrighted work that you claim has been infringed; (b) a description of the location on Study Content where the allegedly infringing content is located; (c) your full name, postal address, telephone number, and email address; (d) a statement that you have a good faith belief that the use of the allegedly infringing material on the Study is not authorized; (e) your physical or electronic signature; and (f) a statement that you are the copyright owner or an authorized agent of the copyright owner.

10. Prohibited Conduct

You agree to abide by all applicable laws and not to (a) upload, transmit, or post to the Study System any material in any format that (i) is false, misleading, fraudulent, unlawful, harmful, threatening, vulgar, invasive of another's privacy, or libelous; (ii) infringes any third party's

intellectual property or other proprietary right or rights of publicity or privacy; or (iii) contains viruses, worms, Trojan horses, time bombs, corrupted files, or any other software designed to destroy or limit the functionality of the Study System; (b) alter, remove, obscure or falsify any attributions or other proprietary designations of origin of the Study System or Study Content; (c) impersonate any person or entity; (d) attempt to gain unauthorized access to the Study System (e) use any robot or any other automatic device or process to monitor or copy the Study System or any Study Content; (f) take any action that imposes an unreasonable or disproportionately large load on the Study System; (g) take any action that creates liability for us or causes us to lose any of the services of our vendors or suppliers; (h) take any action that would cause us to violate any applicable law; (i) attempt to tamper with, alter or circumvent any security, requirement of the Study System; (j) interfere with or disrupt the performance of the Study System.

11. Promotional Information

We may from time-to-time make information available on the Study regarding certain Studys, offers, or promotions (“Promotions”). All Promotions are subject to the specific terms, conditions, and restrictions disclosed in connection with such Promotions and are subject to being withdrawn or changed without prior notice. We are not responsible for any typographical or other errors or omissions regarding prices, availability, or other information in connection with Promotions.

12. Other Applications and Websites

The Study App may contain links or other options to connect to Third Party Apps and other websites, applications or devices that are not owned or operated by us (collectively, “Linked Apps”). You may be able to log-in to Linked Apps from the Study and share your Study information with Linked Apps. We do not have any control over Linked Apps and are not responsible for any information, functionality, products, services or content of such Linked Apps. Your use of the Linked Apps is subject to the privacy policies and terms of use of the Linked Apps. We do not represent that we endorse any Linked Apps. You are responsible for taking the necessary precautions to protect your device from viruses, worms, and other harmful or destructive content that may be accessible through Linked Apps.

13. Disclaimer

EXCEPT AS DESCRIBED IN THE INFORMED CONSENT DOCUMENT, YOU AGREE THAT PARTICIPATION IN THE STUDY, USE OF THE STUDY APP, AND ANY THIRD PARTY APPS YOU CONNECT TO THE STUDY OR MOBILE DEVICES YOU USE IN CONNECTION WITH THE STUDY, IS AT YOUR SOLE RISK. THE STUDY APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

EXCEPT AS DESCRIBED IN THE INFORMED CONSENT DOCUMENT, WE MAKE NO WARRANTY THAT THE STUDY APP WILL BE ACCURATE, COMPLETE OR ERROR FREE. WE DO NOT WARRANT THAT THE STUDYAPP IS FREE OF DEFECTS OR HARMFUL COMPONENTS THAT COULD DAMAGE OR ALLOW UNAUTHORIZED ACCESS TO YOUR MOBILE DEVICE, LINKED APPS OR DATA.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UVM AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES (OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) SHALL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE STUDY APP OR STUDY SYSTEM, INCLUDING LOST OR STOLEN DATA, DAMAGED DEVICES OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Miscellaneous

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from the remainder of the Agreement, which shall remain in full force and effect. Our failure to insist upon or enforce strict performance of any terms in this Agreement shall not be considered a waiver of those terms or any of our rights. You may be required to agree to additional terms and conditions to access particular sections or functions of the Study.

We may at any time, without notice and for any reason in our sole discretion, modify, extend or discontinue the Study or terminate or restrict your access to the Study.

If you have questions regarding this Agreement, please contact us at lemurs.study@uvm.edu

Effective Date: November 14, 2022