

## # CAREWISE - Terms of Service

**\*\*Last updated: 6th July, 2023\*\***

Welcome to CAREWISE, a project under the Unit of Biostatistics, Epidemiology, and Public Health of the University of Padova. This application has been developed as part of a research initiative for the purpose of collecting and analyzing data for the clinical and wearable device integration for retrospective-prospective evaluation of severe asthmatic patients' outcomes and quality of life enhancements.

Please read these Terms of Service thoroughly before using our App. Your access to and use of the App is predicated on your acceptance of and compliance with these Terms. By accessing or using the App, you agree to be bound by these Terms.

### **1. Scope of Service**

The CAREWISE App allows Fitbit users to willingly participate in a scientific research study by sharing their Fitbit data. This service is provided for the sole purpose of contributing to the scientific understanding of physical health, particularly in relation to asthma, and to provide a tool for the clinical support in the diagnosis or treatment procedure.

### **2. Data Collection and Use**

When you opt to share your Fitbit data with CAREWISE, we collect a range of anonymized health-related data, including but not limited to your activity data, oxygen saturation, respiratory rate, heart rate, sleep patterns, and other health data. We are committed to ensuring that no personally identifiable information, such as your name, address, or contact details, is collected through the App.

The data collected will be used exclusively for research purposes in line with the objectives of the CAREWISE project, and will not be used for any form of commercial activity or personal gain. Our use and handling of the collected data strictly adheres to principles of data

minimization, purpose limitation, and storage limitation in compliance with applicable data protection laws.

### **3. Data Sharing**

CAREWISE pledges not to share your data with any external third parties. Your data will be exclusively managed within the Unit of Biostatistics, Epidemiology, and Public Health of the University of Padova. All analysis, interpretation, and conclusions drawn from the collected data will be performed solely by authorized researchers by the University.

### **4. Your Rights and Responsibilities**

By using the App, you agree to provide accurate, current, and complete information as required for the service.

You have the right to withdraw your consent for data collection at any time. Please note that you have the right to withdraw your participation from this research at any point without any repercussions. We also encourage users to exercise their rights under the applicable data protection laws.

### **5. Changes to These Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. Your continued access or use of our App after those revisions become effective constitutes your acceptance of the new terms. If you do not agree to the new terms, you are no longer authorized to use the App.

### **6. Liability and Indemnity**

The App is provided "as is" without warranty of any kind. In no event shall the authors of the original document be liable for any claim, damages or other liability arising from the use of

the document. The above-mentioned permissions do not apply to content supplied by third parties. Therefore, for documents where the copyright vests in a third party, permission for reproduction must be obtained from this copyright holder.

## **7. Contact Us**

If you have any questions or concerns regarding these Terms, or any feedback or suggestions for improving the App, please do not hesitate to contact us at (<https://www.unipd-ubep.it/contacts/>).

By accepting these Terms, you confirm that you are at least 18 years old or possess legal parental or guardian consent, and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

Your use of the App is governed by these Terms and construed in accordance with the laws of Italy. You agree to submit to the exclusive jurisdiction of the Italian courts to settle any dispute which may arise out of or in connection with these Terms.