

# Terms and conditions for the use of the Digi-Ageing Screening Tool & Reminiscence Tool

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## 1. General

The terms and conditions set herein ("Terms", "Agreement") form an agreement between the Digi-Ageing Consortium ("Consortium", "Project Consortium" " the developer", "we" or "our") and the User (User, you or Users) of the Digi-Ageing Screening Tool and Reminiscence Tool, its products, related activities and services (the "Tools", "assessments" or "services"). This Agreement sets forth the general terms and conditions for use of both Tools by users with respect to any of its related activities as well as products or services. The consortium comprises the following entities:

Hafelekar, Austria – Coordinator	<a href="http://www.hafelekar.at">http://www.hafelekar.at</a>
University of Cyprus, Cyprus	<a href="http://www.cs.ucy.ac.cy">http://www.cs.ucy.ac.cy</a>
Materia Group, Agecare, Cyprus	<a href="https://www.materia.com.cy">https://www.materia.com.cy</a>
Consulenza Direzionale PZ, Italy	<a href="https://www.linkedin.com/in/paolozaramella">https://www.linkedin.com/in/paolozaramella</a>
Asociación Caminos, Spain	<a href="https://www.asoccaminos.org">https://www.asoccaminos.org</a>
Mykolo Romerio Universitetas, Lithuania	<a href="https://www.mruni.eu">https://www.mruni.eu</a>

## 2. Purpose

The Loneliness Screening Tool and the Reminiscence Tool have been developed within the Project "Digi-Ageing – overcoming Loneliness" funded by the Erasmus+ EU program for education, training, youth and sport under the action "Cooperation for innovation and the exchange of good practices". The project addresses the challenge of supporting VET-Providers, Caregivers and the final beneficiaries, the elderly people, to find solutions in preventing and coping with loneliness with the help of dedicated Training, Counselling and the developed Digital Tools: Loneliness Screening Tool and the Reminiscence Tool.

Project life cycle: 01-10-2020 – 31-07-2023

Project Reference: 2020-1-AT01-KA202-078084

Officially announced by EU: <https://erasmus-plus.ec.europa.eu/projects/search/details/2020-1-AT01-KA202-078084>

Website: <http://digi-ageing.eu/>

### **3. User Accounts**

The User is solely responsible for maintaining the security of their account and remains accountable for all account activities and all things in connection with those accounts. Users undertake to notify the developer of any and all unauthorized uses of their account. Users undertake to act responsibly and within the bounds of the law while exercising a reasonable duty of care in any and all activities relating to the usage of the Tools and/or their accounts and/or the services and so on.

### **4. User Membership**

Users must be at least 18 years of age. By using these Tools and by agreeing to this Agreement, users warrant and represent they are of at least 18 years of age. Users must provide true, non-misleading and accurate information. Only one account per User is suggested for the greater efficiency and accuracy of the system. However, this does not in any way limit users to create or manage more than one account.

## **5. The Loneliness Screening Tool and the Reminiscence Tool**

### **A) Loneliness Screening Tool**

The Loneliness Screening Tool aims to identify and gradually measure loneliness. The development of the tool was based on five main elements: a) Results of User requirements and country-specific specifications collected through the activities of the Digi-Ageing project, b) the expert knowledge regarding older adults' demands, needs, as well as, limitations and restrictions, c) the expert knowledge on caregivers', healthcare professionals' and care organizations' routines and competencies, d) the recent quantitative and qualitative data obtained through literature review, and e) standardized Tools and instruments for the identification of loneliness in modern settings. The Loneliness Screening Tool is consisted of the Loneliness Quick Check (LQC), the Revised UCLA loneliness scale, Ecomap, the Signs of Loneliness Informative Guide, the Prevention and Intervention Report and finally an Action plan for the patient.

### **B) Reminiscence Tool**

The Reminiscence Tool aims to offer measures to prevent loneliness through online-guided brief interventions and is based on the following method: "Reminiscence Guidance" involves the prompting and recalling of memories and experiences from the past, and then the expression and sharing of the reminiscence with the intention to empower older adults to overcome loneliness to find hope, value, and meaning in their lives. Caregivers benefit from the tool by getting to know their patients better - through

their memories - and by building a relationship of trust with their patients. These are important prerequisites for reducing dissatisfaction and stress. Via the Reminiscence Tool a caregiver identifies themes of interest with the patient that creates positive emotions, supports communication via active listening, establishing trust and rapport, giving the choice about which memories to share or not to share. There is one restriction to respect: Elderly with severe psychological diagnosis or advanced dementia should not use the tool/method as working with memories could be too upsetting for them.

All assessments and reports for both Tools must be used at the discretion and own responsibility of the user. The Tools does not support any types of background checks with respect to the users nor monitor the interactions between users and patients.

## **6. Accounts and/or access Denied, Suspended and/or Deleted**

The developer may deny, suspend or delete accounts and/or deny access that is misleading, entail false information or breach these terms of service including but not limited to actions and omissions resulting in damage or any influencing of reputation. Should an account be denied, suspended or deleted, or access in any form denied, the users may be banned from future and any use of the Tools and/or the service provided including but not limited to a blocking of email address and/or IP with relation to the Tools and services provided in order to affect this denial of service. This may extend to all products developed and services offered by the developer.

## **7. User assumes responsibility**

We periodically, but have no obligation to, monitor and review User accounts. The developer and any associated and/or third party may not be held liable for any acts or omissions by the User and/or the User's behalf and/or anyone using the User's account, including any damages of any kind incurred as a result of any acts or omissions.

## **8. Privacy and Data Management**

Relevant privacy laws are rarely observed. The Consortium and the Tools comply with the D.4624/2019 and D. 2774/1999 regarding the Protection of Personal Data and the EU Regulation 2016/679, General Data Protection Regulation (GDPR), which is the basis of the legislation on the processing of personal data and the protection of this data in all EU member countries, that we wish to inform you that we guarantee our firm commitment to process your personal data in a transparent, secure and respectful manner, in accordance with all the rights you have under the law.

## **9. Links to other applications, websites and software**

The developer is not directly or indirectly, implying and/or stating any relationship, approval, association, endorsement, affiliation and so on with any other applications and/or software that may be linked and/or connected with this Tools unless specifically stated so. The User is solely responsible, despite any potential affiliated links, to examine the terms of service, privacy policy, legal statements and so on of those applications and/or software. The developer in no way assumes responsibility nor guarantees those services provided by those software and applications. The developer does not examine nor evaluate any of these offerings even though the developer might now or in the future receive an affiliate commission.

## **10. Third Party content and services**

The developer does not assume any responsibility or liability for the actions, products, services, and content of any other third-parties and/or affiliates. Any linking and/or use of these are at the User's own risk and remain the sole responsibility of the User and/or the Users' accounts.

## **11. No Guarantee**

All information in the Tools are provided as is. This means that we offer no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose.

The Consortium will not be liable to you or anyone else for any decision made or action taken in reliance on the information given by the Tools or for any consequential, special or similar damages, even if advised of the possibility of such damages.

## **12. External Links**

The Tools may contain links to external websites that are not provided or maintained by or in any way affiliated with the Consortium. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability or completeness by us. Please note that the Consortium does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

We do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites linked through the site or any website or feature linked in any

banner or other advertising. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

## **13. Non-Exhaustive Prohibited uses**

### **A) Laws, Rules and Regulations**

The User is prohibited from using the Tools, contents and so on directly and indirectly for any illegal and/or unlawful use including soliciting others to do so and/or participate in doing so including the breaking of any law(s), rule(s), term(s), regulation(s) and so on.

### **B) Intellectual Property Rights Violations**

The User is prohibited from using the Tools, contents and so on directly and indirectly to interfere and/or violate any and all forms of intellectual property rights.

### **C) Conduct Unbecoming**

The User may not use these Tools, contents and so on in any way, directly and indirectly engage in conduct unbecoming including but not limited to assaulting, harming, hate speech, trolling, spamming, phishing, pharming or to scrape, pretext, spider, or crawl. The User may not engage in intimidating, abusing, insulting, harassing, defaming, slandering, disparaging, discriminating and other similar behaviour upon others or another, whether individually or collectively and must refrain from spreading or submitting false or misleading information nor induce, invite, instruct and so on others to do so.

### **D) Malicious codes and Software**

The User may not use these Tools, contents and so on in any way, directly and indirectly to upload, spread or transmit any form of malicious codes, foreign objects or things containing such. The User may not weaken, interfere with or circumvent the security features of the Tools, contents, services and so on or of other applications, Services and so on or the Internet.

### **E) Private Use**

The User may not use this Tools, contents and so on in any way, directly and indirectly other than in a not for profit and private use. The User may not collect or track the location and/or personal information of others.

## **14. Not a Medical/Safety Device and No Medical/Safety Opinions Offered**

By using the Tools and assessments, the User understands and accepts that the Tools are not a sole or complementary medical-safety instrument and cannot and does not contain medical-safety advice or any treatment. The information is provided for general informational purposes only and is not a substitute for professional medical or safety-related advice. Accordingly, before taking any actions based upon such information, we encourage you to consult with appropriate professionals. We do not provide any kind of medical/safety advice. We do not provide any sort of medical/safety instruments or devices.

## **15. Content for Information Purposes only**

Any content provided with respect to the Tools are intended for information purposes only. This covers the Tools and all related content as well as project activities. The User must not rely on this information and must come to their own judgment having advised with a relevant professional.

## **16. Intellectual property rights:**

Any rights, titles, and interests in relation to the Tools, contents, services and so on belong and remain with the developer as do any and all properties with respect to affiliates and third parties that rest with them. This Agreement does not alter in anyway nor transfer any intellectual property rights or obligations with respect thereof. This includes but is not limited to trademarks, videos, images, service marks, software, graphics and logos used by or in connection with the Tools, contents and so on which remain as trademarks and/or registered trademarks of the developer or the developer's licensors. Other such property rights, belonging to third parties and affiliates remain with them and this agreement in no way enables the User of use in any form of these including but not limited to sharing, reproducing, altering, interfering and so on.

## **17. Indemnification**

The User agrees to indemnify and hold the developer, third parties and/or affiliates, including personnel, directors, shareholders, agents thereof and so on harmless from and against any responsibility, liability, loss, damage or cost, including reasonable attorneys' fees, incurred in connection or arising from third-party allegations, litigations, claims, actions, disputes, or demands against any of them as a result of or relating to the User's contact, actions and omissions or in connection to it and them under all and any theory of liability.



## **18. Limitation of liability - Disclaimer**

### **A) Limitation of liability**

To the fullest extent permitted by applicable law, in no event will the developer and its affiliates, including personnel, directors, shareholders, agents and so on under this agreement be liable for any lost revenues, direct or indirect profits, goodwill, special, indirect, incidental, consequential or punitive damages however caused, even if they knew or should have known that such damages where possible and even if direct damages do not satisfy a remedy however caused under any theory of liability.

### **B) Limitation of amount for liability**

To the fullest extent permitted by applicable law in no event will the developer and its affiliates, including personnel, directors, shareholders, agents and so on under this agreement be liable for more than one euro or the amount in excess of this that the User paid for the Tools and its services twelve months prior to the first incident or event giving rise to such a liability even if such amount does not fully compensate the User.

## **19. Severability**

### **A) Compliance of the agreement**

All rights, prohibitions, restrictions and obligations contained in this Agreement are applicable and binding only to the extent that they are not found by a competent court to violate any applicable and relevant laws and may be limited or formatted accordingly within the context and spirit of the agreement and only to the extent necessary so as to not render this Agreement illegal, invalid or unenforceable.

### **B) Survival of the agreement**

If any clause, part, provision, section and so on or piece thereof of this Agreement shall be held to be invalid, illegal and/or unenforceable by an appropriate court, this shall not affect the remainder of the agreement and the remaining clauses, parts, provisions, sections and so on or pieces thereof shall remain in full force to describe the agreement.

## **20. Errors and Omissions**

The information given by the Service is for general guidance on matters of interest only. Even if the Consortium takes every precaution to ensure that the content of the Tools are both current and accurate, errors can occur. Beyond this, given the changing nature of laws, rules and regulations, there may be delays, omissions or inaccuracies in the information contained on the Tools.

The Consortium is not responsible for any errors or omissions, or for the results obtained from the use of this information.

## **21. Fair Use Disclaimer**

If you wish to use copyrighted material from the Tools for your own purposes that go beyond fair use, you must obtain permission from the copyright owner.

## **22. Views Expressed**

The Service may contain views and opinions which are those of the authors and do not necessarily reflect the official policy or position of any other author, agency, organization, employer or consortium, including the Consortium.

Comments published by users are their sole responsibility and the users will take full responsibility, liability and blame for any libel or litigation that results from something written in or as a direct result of something written in a comment. The Consortium is not liable for any comment published by Users and reserves the right to delete any comment for any reason whatsoever.

## **23. Dispute resolution**

The formulation, formation, interpretation, Implementation and performance of this Agreement as well as any disputes arising out of or with respect to it shall be exclusively governed by the laws of Austria. The Parties agree to first attempt to solve all disputes or in good faith negotiations and failing that, the matter shall thereafter be resolved by the courts of Austria which have exclusive jurisdiction and are the exclusive venue for actions. The User submits to the personal jurisdiction of these courts and law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## **24. Payment**

Within the context of the project study, the Tools are provided free of charge. After the completion of the study and the commercialization of the Tools, charges will be decided depending on the feedback received through the study which will also confirm the marketing model. The project consortium will explicitly and formally communicate those changes and charges to any parties wishing to purchase and use the Tools services. Beyond this, any billing, including but not limited to charges and taxes thereof occurred by third parties, such as other applications and software owned by other parties linking to the Tools is the responsibility of the user.

## **25. License**

The developer grants to the User a private only, non-exclusive, non-transferable, non-sublicensable license to use the Tools and assessments therein. This is with respect to the developer's own property and does not involve any third-party rights. The User may use the Tools, services and content thereof, only as intended, namely to track their own whereabouts. The User may not copy or reproduce, modify, create a derivative work of, reverse engineer, decompile, translate, engage in trade, disassemble, or otherwise attempt to extract any or all of the source code any part or feature of the Tools, contents and services thereof.

## **26. Changes and amendments**

This agreement applies only to the services offered by the Tools and the developer and does not apply to any affiliate or third parties' applications, software and so on and it is up to the User to review these. The developer reserves the right to modify this Agreement at any time, effective upon the posting of an updated version of it in the Tools and a notification therein. By using these Tools, the User consents to this agreement and if the User continues to use the Tools after notifications of any such amendments shall constitute consent by the User to these amendments.

## **27. Consent to the agreement and of these terms**

By using these Tools, the User consents to this Agreement and all of its terms and conditions and acknowledges to have read this Agreement. The developer may include new features and services to the Tools and the User's use of the Tools with the said new features and services shall be construed as consent to these new features and functionality.

## **28. Contacting us**

Further questions, requests and clarification may be addressed to the coordinator of the consortium:

Hafelekar Unternehmensberatung Paul Schober GmbH  
Dr. Paul Schober  
Eschenbachgasse 14, 3040 Neulengbach, AUSTRIA  
Tel.: +43 2772 20 480  
Email: info@hafelekar.at

## **29. Assignment**

The User may assign neither this Agreement nor any of the rights, interests or obligations under this Agreement, in whole or in part in any way without the prior written consent of the developer. Should the state of ownership of the Tools change, as with an acquisition by another party, this agreement and all amendments thereof, will pass to that acquiring body. Notice will be given beforehand.

## **30. Disclaimer of Warranties**

Except as expressly set forth in this Agreement, the User acknowledge and agrees that the Tools and contents thereof are provided as is, that the User assumes all risks and liability arising from or relating to its use of and reliance upon the Tools and the developer as well as any affiliates and any third parties make no representation or warranty with respect thereto and the developer with respect to these.

## **31. Termination and Survival**

This Agreement shall terminate when the User stops using the Tools. It shall also terminate if assessments have been denied to the User by the developer or the account has been deleted. All indemnity, confidentiality and other provisions that by their nature survive termination shall survive termination of this Agreement and the other Transaction Documents. Financial responsibilities and all legal obligations accrued by the User continue to survive this agreement until being released by the developer to the point allowed by law.

## **32. Original Text**

The Original Text was drafted in English. In case of conflict between this and translated versions, the English Text prevails. Last amended: 28<sup>th</sup> June 2022