

TERMS OF SERVICE

Nightingale Project | Innovation in Medicine GbR

Effective Date: 16 March 2026 | Version 1.0

Applies to: www.nightingaleheart.com and all associated tools

These Terms of Service govern your use of all tools, services, and content provided by Nightingale Project | Innovation in Medicine GbR. By using our services, you agree to these terms. If you do not agree, please do not use our tools.

1. About Nightingale Project

Nightingale Project | Innovation in Medicine GbR ("Nightingale", "we", "us", or "our") is a German partnership (GbR) registered at Nikolaus-Otto-Strasse 6, 55129 Mainz, Germany. We develop AI-powered health awareness tools accessible at www.nightingaleheart.com.

Our tools are designed to provide general health awareness and educational information to the public. They are not medical devices, clinical decision-support systems, or diagnostic instruments.

2. Acceptance of Terms

By accessing or using any part of our website or tools, you confirm that:

- You are at least 16 years of age, or have obtained verifiable parental or guardian consent.
- You have read, understood, and agree to be bound by these Terms of Service.
- You have read and agree to our Privacy Policy at www.nightingaleheart.com/privacy.
- You acknowledge the medical disclaimer in Section 4 and understand the limitations of our tools.

We reserve the right to update these terms at any time. Continued use of our services after changes constitutes acceptance of the updated terms.

3. Description of Services

Nightingale provides a suite of AI-powered health awareness tools accessible via our website. These include, but are not limited to:

- Heart health questionnaire and awareness tools that provide a general, personalised overview of cardiovascular health indicators based on user-provided inputs.
- Educational health content, visualisations, and demonstrations.
- Research demos and prototype tools developed in collaboration with academic partners.

The specific features available may vary between individual tools. Each tool may display its own welcome notice and disclaimer at the point of entry, which forms part of these terms and should be read before use.

4. Medical Disclaimer and Limitations

4.1 Not a Medical Device

Our tools are not certified medical devices under EU Medical Device Regulation (MDR) 2017/745 or any other applicable medical device framework. They have not been validated for clinical use and must not be used as such.

4.2 Not Medical Advice

All content, results, outputs, and information provided by our tools and website are for general informational and educational purposes only. Nothing we provide constitutes:

- Medical advice, diagnosis, or treatment recommendations
- A substitute for consultation with a qualified healthcare professional
- A clinical assessment of any kind
- A second opinion or confirmation of any medical judgment

4.3 Seek Professional Advice

You should always seek the advice of your doctor, cardiologist, or other qualified healthcare provider before making any decisions about your health. Do not delay seeking professional medical advice or disregard it based on anything you read or receive from our tools.

If you are experiencing a medical emergency, call the emergency services in your country immediately (e.g. 112 in Germany and across the EU).

4.4 AI-Generated Outputs

Some of our tools use artificial intelligence to generate personalised outputs. These outputs reflect patterns in the information you provide, based on underlying data or models. They are not reviewed or verified by a medical professional before being displayed to you. AI outputs may be inaccurate, incomplete, or not applicable to your specific circumstances.

4.5 No Guarantee of Accuracy

We make no representations or warranties regarding the accuracy, completeness, reliability, or suitability of any output provided by our tools. Health indicators, risk assessments, and informational outputs are inherently probabilistic and may not reflect your individual medical situation.

5. User Responsibilities

By using our services, you agree to:

- Use our tools solely for personal, informational, and educational purposes.
- Not rely on tool outputs as a basis for medical decisions without first consulting a qualified healthcare professional.
- Provide accurate information when using our tools, understanding that outputs are only as reliable as the inputs you provide.
- Not use our tools for any unlawful purpose or in violation of any applicable laws or regulations.
- Not attempt to reverse-engineer, copy, redistribute, or commercially exploit our tools or their outputs without prior written consent.
- Not input information about third parties without their knowledge and consent.

6. Intellectual Property

All content on our website and within our tools — including but not limited to text, graphics, user interfaces, visual designs, code, AI models, and branding — is the intellectual property of Nightingale Project | Innovation in Medicine GbR or its licensors, and is protected under applicable intellectual property law.

You are granted a limited, non-exclusive, non-transferable licence to access and use our tools for personal, non-commercial purposes in accordance with these terms. No other rights are granted.

"Nightingale Project", "Nightingale Heart", and associated logos are trademarks of Innovation in Medicine GbR. You may not use them without prior written permission.

7. Privacy and Data Protection

Your use of our services is also governed by our Privacy Policy, available at www.nightingaleheart.com/privacy, which is incorporated into these terms by reference.

Key points for users of our health tools:

- No health information you enter into our awareness tools is stored, logged, or shared with any third party.
- All tool processing is temporary and ends when your session closes.
- Website analytics and error reporting are optional and subject to your consent choices made at first visit.

We process personal data in accordance with EU GDPR (Regulation 2016/679), the German Federal Data Protection Act (BDSG), and the German Telemedia Act (TMG).

8. Third-Party Links and Content

Our website and tools may include links to third-party websites, datasets, or resources (for example, academic publications, data sources, or regulatory bodies). These links are provided for informational purposes only.

We do not endorse, control, or assume responsibility for the content, privacy practices, or accuracy of any third-party website or resource. Your use of third-party services is governed by their own terms and policies.

9. Limitation of Liability

9.1 To the Extent Permitted by Law

To the fullest extent permitted by applicable law, Nightingale Project | Innovation in Medicine GbR, its founders, employees, partners, and academic collaborators shall not be liable for:

- Any direct, indirect, incidental, consequential, or punitive damages arising from your use of, or inability to use, our tools or services.
- Any health-related decisions made based on outputs from our tools.
- Any inaccuracy, incompleteness, or unsuitability of any tool output for your specific circumstances.
- Any loss of data, interruption of service, or technical failure.

9.2 German and EU Consumer Protections

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any matter where limitation

of liability is prohibited under applicable German or EU law. Your statutory rights as a consumer are not affected.

10. Availability and Changes to Services

We aim to keep our tools and website available at all times, but we do not guarantee uninterrupted access. We reserve the right to:

- Modify, suspend, or discontinue any tool or service at any time, with or without notice.
- Update, change, or remove features of our tools without prior notice.
- Perform maintenance that may temporarily interrupt availability.

We will endeavour to communicate significant changes in advance where reasonably practicable.

11. Termination of Access

We reserve the right to restrict or terminate your access to our services at any time if we reasonably believe you have violated these terms, misused our tools, or acted in a way that may harm other users, third parties, or Nightingale itself.

12. Governing Law and Jurisdiction

These Terms of Service are governed by and construed in accordance with the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

Any disputes arising from or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Mainz, Germany, unless mandatory consumer protection laws in your country of residence provide otherwise.

If you are a consumer resident in another EU member state, you may also be entitled to bring proceedings in the courts of your country of residence under applicable EU consumer protection legislation.

13. Dispute Resolution

We encourage users to contact us directly in the first instance to resolve any concerns: info@nightingaleheart.com.

The European Commission provides an Online Dispute Resolution (ODR) platform for consumers in the EU, accessible at: <https://ec.europa.eu/consumers/odr>. We are not obligated to participate in alternative dispute resolution proceedings but will consider any reasonable request.

14. Severability

If any provision of these terms is found to be invalid, unlawful, or unenforceable under applicable law, that provision shall be deemed modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. The remaining provisions of these terms shall continue in full force and effect.

15. Changes to These Terms

We may update these Terms of Service from time to time. When we do, we will update the effective date at the top of this document and post the revised terms on our website. For significant changes, we will endeavour to provide notice via a prominent banner on our website.

Your continued use of our services after any changes constitutes your acceptance of the revised terms. If you do not agree to the changes, you should stop using our services.

16. Contact Us

For any questions, concerns, or requests relating to these Terms of Service, please contact:

Nightingale Project | Innovation in Medicine GbR

Nikolaus-Otto-Strasse 6, 55129 Mainz, Germany

Email: info@nightingaleheart.com

Website: www.nightingaleheart.com

We aim to respond to all enquiries within 30 days.

These Terms of Service were last reviewed and approved on 16 March 2026.