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Privacy Policy

Terms & Conditions:

Before accessing and using the services provided on the web application, under the web domain <https://reework.in/> or/and any of its subdomains, and/or REEwork's mobile application, we ask you to carefully read these Terms and Conditions of Use (hereinafter, "Terms of Use"; "Terms"; "Conditions"; "Terms and Conditions") which stipulate the terms under which you may use the REEwork software, also defining the participation rules for the Professionals and Patients, enrolled in said service.

Conditions of acceptance:

The registration in REEwork's web and/or mobile applications and the service provided by its Experts is dependent on the total acceptance of these conditions, whereby, any Professional and/or Patient who does not agree or does not commit to behave according to these terms shall not be allowed to use said service.

Thus, for each person who is effectively a Professional or a Patient of the REEwork service is assumed, at the time of registration or at a later time, that they have read and fully understood the Terms and Conditions and the Privacy Policy which is inseparable from these terms, having expressly accepted both.

REEwork reserves itself the right to change, at any time and without any prior notice, the Terms and Conditions (partially or totally) being that each new version of the Terms



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and Conditions shall enter into force after being published on the REEwork website. By accepting these Terms and Conditions users commit to visit and study these Terms on a regular basis. Lastly, REEwork reserves itself the right to interrupt or even terminate services at any time if it deems necessary.

These stipulations are legally binding:

The provisions on these Terms and Conditions of Use are legally binding, and they contractually bind the Professional or a Patient to REEwork. As such, from the moment you agree to these Terms and Conditions you are legally bound by them and accept to subject yourself to the most recent versions of the Terms and Conditions of Use and the Privacy Policy.

You may withdraw your consent to these terms at any given moment being certain that, in doing so, you will terminate this contract and you will not be entitled to any indemnity or refunds of the amounts already paid, neither will you be allowed further access to REEwork. These provisions shall remain in force between the parties for the entire duration of the contract. That duration shall be determined in accordance with the chosen subscription.

Definition of Terms:

“Software” shall be understood as the web and mobile applications developed by REEwork, the distribution and use of which is subject to these Terms of Use.

“Distribution” shall be understood as the means by which the Software is made available by REEwork to Users.



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“Professional” shall be understood as anyone who has, by any means, access to the web version of the software or equivalent restricted version of the mobile software. Also

“Patient” shall be understood as anyone who has, by any means, access to the mobile version of the software or the equivalent restricted web version.

“User” shall be understood as anyone who has, by any means, access to the web and/or mobile version of the software.

“Intellectual Property Rights” shall be understood as all rights to scientific works, inventions in all fields of human activity, scientific discoveries, designs, software, workflows, industrial models, industrial trademarks, commercial and service brands, as well as protection against unfair competition, as well as all other rights inherent to intellectual activity in the industrial and scientific fields.

Application of the Software Terms and Conditions of Use:

The Software Terms and Conditions of Use apply to all forms of use of the applications, both in code form and in binary form, as in any other way.

Data treatment and privacy:

By accepting these Terms and Conditions of Use, the Users expressly consent to the processing of their personal data as defined in the Privacy Policy.

Registration:

REWork is not responsible for any event resulting from the lack of capacity of the User. REWork undertakes the task of ensuring that the services provided are to be offered



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and used without failures but reserves itself the right to temporarily suspend its operations for technical reasons or causes beyond its control.

Mandatory information when signing up for our services:

- Basic Profile (Full Name, Gender, Mobile No. etc.)
- Health Profile

At the time of registration and during the use of the software and services, the User shall provide accurate, precise and truthful information. The Professionals and Patients also guarantee and respond, in any case, for the truthfulness, accuracy and authenticity of the personal data provided, not being REEwork in any way responsible for the veracity or correction thereof.

The records are personal and non-transferable, being the holder thereof solely responsible for the actions taken with their registration.

To each Professional or Patient may only match a single record, therefore REEwork may cancel any subsequent registration made by the same individual.

— General terms of use —

(A) Professional:

1. Service provision conditions:

By subscribing and using the REEwork software, namely, through the online platform, the Professional, will be using tools that allow the simplification of their more complex tasks, such as planning, analysis and creation of food plans, nutritional calculations, management and analysis of information, among others. In addition to these functionalities, the most distinctive feature of the service relates to the fact that it facilitates and improves the nutritional monitoring and follow-up of their patients – REEwork patients. The Professional lies constantly connected to their patients as the



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software allows access to the evolution of their patients' progress as well as direct communication by message. This functionality translates into a closer follow-up of the Patient as it allows the Professional to change their food plans, answer questions posed by the Patient and schedule consultations, all in real time. There is no influence whatsoever of REEwork on the relationship between the patient and the professional.

2. Professional liability:

By accepting the Terms and Conditions, the Professional undertakes to only adopt behaviors that do not infringe the existing legal order or damage, in any way, legally protected positions and, in particular, to strictly oblige to the Code of Ethics in force on their jurisdiction as well as the International legislation regarding the protection of personal data such as the General Data Protection Regulation, ensuring, on this subject, the provision of information, collection of consents, and access to the rights of Patients and Secretaries.

3. Automatic renewal of the subscription:

Without prejudice to the objection of the Professional, by accepting these Terms, the Professional accepts and agrees to the automatic renewal of their subscription, authorizing for that intent that the appropriate amounts be charged through the payment information previously made available. Any-how, they will be asked before this is triggered.

4. Age limitation:

In order to use the REEwork software the Professional must be at least eighteen years old or older if the Legal Age in force in their country is superior to this age.

(B) Patient:

1. Service provision conditions:

(i) The patient, by subscribing the REEwork mobile application, will have direct access to their food plans, receiving, at the time stipulated therein, notifications regarding the list of foods advised by the Professional. In addition to this functionality, the mobile



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application allows the follow-up of the patients' physical activity and other data such as water intake, weight, height and body mass index (BMI), health related inputs etc. while also facilitating constant and real-time monitoring by the Professional, since they can review this information and update the plan according to their patient's progress.

(ii) Follow-up subscriptions add to these features the possibility of registering the weight as well as allowing direct communication with the Professional through messages. This way, it facilitates the comfortable management of consultations (scheduling, confirmation and cancellation), the sharing of progress and the solving of doubts.

(iii) There is no influence whatsoever of REEwork on the relationship between the patient and the professional. Also, it is under the control of the professional the definition of the specific functionalities to be made available and, because of this, the permissions available in the application may vary from patient to patient.

2. Patient liability:

By accepting the Terms and Conditions, the patient is obliged to only adopt behaviors that do not infringe the existing legal order or damage, in any way, legally protected positions.

Amendments to the Terms and Conditions of Use and the Privacy Policy:

REEwork may at any time carry out an update of the Terms and Conditions of Use and the Privacy Policy in order to respond to legal requirements or mobile application operating changes.

Intellectual Property:

The applications produced by REEwork are intellectual works protected by the Law of Intellectual Property and are protected by the applicable law. Each of the elements that



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compose them (such as design, text, video, music, graphics, images, information, applications, sounds, colors, logos, web page layout, applications, software and tools, among others) are exclusive property of REEwork, the only authorized to use the intellectual property rights of personality therein assessed.

Any reproduction and/or full or partial representation, use, adaptation or modification of the applications or any of the elements that compose them, under any format, or in any form, for other purposes, including commercial, is expressly prohibited.

Confidentiality:

The Professional is obliged to keep in absolute and complete confidentiality, any personal or business data, even if it is not mentioned that it is confidential, of all information made available to which will have access by virtue of the distribution of web application software.

By protected or confidential information it is understood all the information, regardless of the medium used, consisting of technical and non-technical, financial, commercial or technological, namely: intellectual and industrial property, "know-how", conclusions, business models, working models, trade secrets, studies, formulas, methods, "drafts", drawings, photographs, prototype samples, models, financial data, technical and related information, directly or indirectly, with the distribution of pre-release beta software framework, or any other commercial elements, legal and/or tax, or any other information relating to the software, which is distributed in any form.

Disclaimer of warranties:



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The User, expressly accepts that:

- The use of the software is carried out at the expense and risk of the User, being of their sole responsibility.
- The User declares and assumes that is legally able, capable and authorized to exercise their activity related in particular to the provision of nutrition consultations. It cannot, therefore, be assigned any responsibility to REEwork for any error arising from the practice of the User activity.
- REEwork provides no assurance regarding:
The matching of the software with the user requirements;
The exemption of errors in the software;
The reliability, quality or performance of the software;

No advice or information, oral or written, obtained by the user from REEwork or third parties associated with REEwork may constitute a warranty not expressly referred to in these Terms of Use.

Limitation of liability:

The User expressly understands and agrees that REEwork shall not be liable towards the User for any direct, indirect, incidental or special, arising from the use of the software. Also, REEwork shall not be liable for the omission of any of the legally imposed obligations on the Professional, namely those resulting from the General Data Protection Regulation or applicable Codes of Ethics.

System failures:

It is not allowed the use of any device, software, or other feature that might interfere in the activities and operations of REEwork and its software, REEwork. Any interference,



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attempt or activity that violates or contravenes the laws of intellectual property rights and/or the prohibitions set in these Software Terms of Use, will make the responsible liable to the corresponding legal actions, and also responsible for compensations for possible damages.

REWork is not responsible for any harm, loss or damage to the equipment of the User caused by flaws in the system, server or the Internet. Users may not assign REWork any responsibility or demand any payment for any loss of earnings due to losses resulting from technical difficulties or failures in the system or the Internet. REWork does not guarantee access and continuous use, or without interruption of the application. Eventually, the system may not be available for technical reasons or Internet failures, or any other circumstances unrelated to REWork.

Use of cookies:

REWork resorts, through the web application and REWork software, under the web domain <https://reework.in/> or/and any of its subdomains, to the use of cookies in order to improve and understand how the platform is used. They also allow to recognize when someone uses the platform as well as to offer the user a positive browsing experience. By using the platform, both Professional and Patient, accept that REWork, may use cookies for these purposes or others, as described in the Privacy Policy. Cookies consist of small text files that are placed inside the computer, tablet or phone of the Professional and the Patient with their permission.

Our cookies have different functions:

1. Cookies strictly necessary (essential)



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Allow navigation on the website and use of its applications as well as allowing access to secure areas of the website. Without these cookies, services you have requested cannot be provided. Some cookies are essential to access specific areas of our website.

2. Analytical cookies

These cookies are used to analyze how users use the website and monitor its performance. This allows us to provide a high-quality experience by customizing our offer and quickly identifying and correcting any problems that arise. For example, we use performance cookies to find out what the most popular pages are, what method of connection between pages is more effective, or to determine why some pages are receiving error messages. These cookies are used only for the purpose of statistical creation and analysis, never collecting personal information in the process.

3. Functionality cookies

These keep the user preferences regarding the use of the website, so that it is not necessary to configure the website for each new visit.

4. Third party cookies

They measure the success of applications and the effectiveness of third-party advertising. They may also be used in order to customize a widget with the user data.

Cookies can be:

1. Permanent cookies

These remain stored, for a variable time, on the Internet browser of the devices you use to access it (PC, mobile and tablet) and they are used whenever the user makes a new visit to the website. They are typically used for direct navigation according to the user's interests, allowing us to provide a more customized service.

2. Session cookies

These are temporary and remain stored on your web browser until you exit the website. The information obtained allows us to identify problems and provide a better browsing experience.

How can you manage cookies?

As previously explained, cookies help you to get the most out of our site.



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The vast majority of Internet browsers allow the user to accept, decline or delete cookies, in particular by selecting the appropriate settings in the software itself. This way, after authorizing the use of cookies, you can disable some or all of our cookies.

Notifications:

Professionals and Patients agree to receive communications from REEwork, including notifications related to the REEwork service and software, as well as communications regarding any changes to these Terms of Use and/or the Privacy Policy, among other communications, to the mailbox associated with your registration or by any other form of communication that we may deem relevant.

Safety and information quality:

It is our goal to assure the quality and integrity of the information provided by REEwork professionals and patients. With this in mind, we have implemented the necessary measures, both technologically and organizationally, in order to keep information safe, accurate, updated and complete. For more information, please see our Privacy Policy.

Hyperlinks:

The mobile and web applications may contain links to other applications or sites on which REEwork has no control. The inclusion of links to other applications or sites is of pure informational content, being REEwork entirely alien to their content, services and/or products offered and cannot be held liable, in this regard, of any responsibility.

Partial invalidity:



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If any provision of the Terms of Use is held invalid or unenforceable, for any reason or to any extent, such invalidity or unenforceability will not affect, in any way, or render invalid or unenforceable the remaining provisions of the Terms of Use and the application of that provision shall be enforced in the extent permitted by law.

Processors:

By accepting these Terms and Conditions of Use, the Professional expressly agrees and understands that the processing of personal data might be carried out on behalf of REEwork by other processors for the purposes and functions described in these Terms of Use and the Privacy Policy, furthermore, reserving itself the right to increase the number of processors in order to perform these or other functions or to substitute any existing processors. The Professional gives, furthermore, general authorization to REEwork to engage other processors.

Contractual relationship between REEwork and the Professionals:

For the purposes of the General Data Protection Regulation, REEwork shall be considered as being the “processor” and the Professional the “controller”. Thus, in the scope of this contractual relationship, in addition to the Terms set forth above, it is determined that REEwork:

- Processes the personal data only on documented instructions from the controller, namely, by entering the data onto the REEwork software.
- Does not process personal data of its users outside the Union. However, it may resort to processors who do, and, in those cases, we are given all the guarantees that the level of protection of natural persons is not compromised;



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- Ensures that the persons authorized by REEwork to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- Undertakes to inform the Professional whenever it makes use of new processors, if applicable, as defined under the "Processors" section of these Terms of Use.
- Assists the Professional by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Professional's obligation to respond to requests for exercising the data subject's rights as well as other obligations pursuant to the Regulation.
- At the choice of the Professional, deletes or returns all the personal data to the Professional after the end of the provision of services concerning the processing, and deletes existing copies, after the storage period ends and in the terms of the Regulation; Makes available to the Professional all the information necessary to demonstrate compliance with its obligations, insofar as this is possible and legally enforceable.

Payment Gateway:

- REEwork has the right to collect money on behalf of the Professionals.
- Money will be transferred to the Professional within 7-10 working days from the date of receipt of payment.


(Authorized signatory)


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