

RULES OF USE

Date of update: 2021-02-07

1. Definitions and explanations

1. "Website" means the Website at www.nephrogo.lt and www.nephrogo.com the use of which is governed by these Rules.
2. The App is the NephroGo mobile App.
3. Content - means the rules and other information (text and images) on the Website and App.
4. User - means a person who uses the Website and/or the App to any extent.
5. Administrator - the person responsible for the operation and administration of the Website and App.
6. NephroGo is a Website, an App and the services provided through them, the creators and managers of which are Giedrė Žulpaitė, a medical student at the Faculty of Medicine of Vilnius University, e-mail: giedrezulpaite@gmail.com, and Karolis Vyčius, e-mail: k.vycius@gmail.com.

2. Key information for users:

1. The App and the Website can only be used by children under 14 years of age with the consent of a parent, adoptive parent or guardian. The use of the App and the Website by minors is the responsibility of their parents or guardians.
2. The NephroGo App and Website are **only** for people with chronic kidney disease. All the indicators used in the App are tailored exclusively for people **only** with chronic kidney disease.
3. The App and the Website calculate the dietary intakes for each user individually, based on the information provided by the user during registration or later in the user's account. The user is solely responsible for the truthfulness and accuracy of the personal information provided to the Website and the App.
4. NephroGo is a mobile App that helps people with chronic kidney disease control their diet and track health indicators, but it is not a substitute for treatment. NephroGo is not a licensed medical assistance provider. Always follow the instructions of your doctor and follow the treatment prescribed by your doctor.
5. The nutrient (potassium, protein, sodium, phosphorus, energy, fluid) intakes provided in the NephroGo App and on the Website are based on the globally recognized *KidneyDisease: Improving Global Outcomes* (KDIGO) guidelines, but NephroGo is not liable for the reliability of the guidelines or for any changes to them. The source of information on the composition of foods and meals and the amounts of nutrients (potassium, protein, sodium, phosphorus, energy, liquids) they contain is the Food Composition and Energy Database (<http://foodbase.azurewebsites.net/>), Frida Food Data(<http://frida.fooddata.dk>), version 1, 2015, recommended by the Ministry of Health of the Republic of Lithuania and maintained by the Centre for Health Education and Disease Prevention of the National Institute of Nutrition and Food Safety, Technical University of Denmark, U.S. Department of Agriculture, Agricultural Research Service. FoodData Central, 2019. fdc.nal.usda.gov. NephroGo is not responsible for the reliability of these databases or for changes to them.
6. The App and the Website's nutritional calculator are based on the Food Composition and Energy Database of the Ministry of Health of the Republic of Lithuania. NephroGo accepts no responsibility for the reliability of the contents of this database or for any changes to it.
7. The user of the NephroGo App and Website assumes full responsibility for his own health and the consequences of using the App.

3. General provisions:

1. The Website, the App and their content, as well as the trademarks and logos used, the domain name, as well as all individual elements thereof, including the text, photographs, drawings and all materials contained on the Website and the App, the presentation, image and design of any page of the Website or the App, and all intellectual property rights therein, are the exclusive property of NephroGo. You undertake not to copy, modify or otherwise use these intellectual property items without the express written consent of NephroGo.
2. These Rules of Use set out the terms and conditions of use, rights, duties and responsibilities of the administrator and the user. The Rules of Use are binding on all users and administrators of the Website and App.
3. The user of the Website and the App confirms his acceptance of these Rules of Use and undertakes to abide by them by clicking on "I agree to the NephroGo Rules of Use" during registration. Persons who do not agree to any of these Rules of Use are not entitled to use the Website and/or the App.

4. Consumer rights:

1. Use the content of the Website and the App in accordance with the Rules of use of the Website and the App.
2. The User has the right to modify his NephroGo account details.

5. Consumer obligations:

1. Only use the Website and App in strict compliance with all the terms and conditions of the Privacy Policy.
2. Do not use information obtained from the Website, App or administrator to commit any illegal acts.
3. Refrain from connecting to the Website or App in any automated way and refrain from taking information from the Website or App by any automated means.
4. Not to store information obtained from the Website or App, or to compile the information in any database for the purpose of selling or publicly distributing the information to third parties.
5. Only use the Website and the App in a manner that does not compromise the proper functioning, security, integrity or accessibility of the Website and the App, or restrict the ability of others to use the Website and the App.
6. The User assumes full responsibility for compliance with the terms of the Rules and Privacy Policy.
7. The User accepts full responsibility for all actions on the Website and the App performed under the User's account.

6. NephroGo / Administrator obligations:

1. To administer the Website and the App and, subject to the provisions of these rules, to make the Website and the App available to fair users.
2. Make every effort to ensure the continuous and proper operation of the Website and App and to promptly repair any faults with the Website and App.
3. To keep the data obtained about the user secure and not to use it for any unlawful purpose, nor to allow third parties to use it, unless required to do so by the legislation of the Republic of Lithuania.
4. Not to intentionally disseminate false information on the Website and App to the detriment of users of the Website and App.
5. Not to intentionally harm users by contaminating information on the Website and App with viruses or other means that may in any way affect the operation of users' computers and their software.

7. NephroGo / Administrator rights:

1. NephroGo reserves the right to update or modify these rules at any time without notice to users. Such updated or amended terms and conditions shall take effect upon posting on the NephroGo Website and App.
2. NephroGo reserves the right to restrict or terminate any user's access to the App for violation of these Rules of Use, the Privacy Policy, or for any other reason, without prior notice to users.
3. If it is found that the App or Website is being used fraudulently, NephroGo representatives may provide information about the user to the relevant authorities in accordance with the procedures and requirements established by the laws of the Republic of Lithuania.
4. The Website or App may contain links to other Websites or information from other Websites that are not owned and operated by NephroGo. NephroGo has no control over these sites and their content and disclaims all responsibility for these sites and information, including the security of such sites, the information published, the content and the format of such sites.
5. NephroGo shall not be liable for any malfunction of the Website and the App that is not intentionally caused by NephroGo.