



Prognia

PROGNIA B.V.

Terms of Service

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The rules that govern your access to and use of the Prognia platform and every product operated under the Prognia brand, including WARD and Suture. By creating an account you agree to be bound by these Terms.

01 Definitions

These Terms of Service ("Terms") govern your access to and use of the Prognia platform and all products, applications, and services operated under the Prognia brand, including WARD and Suture (collectively, the "Services"), provided by Prognia B.V.. By creating an account or using the Services in any way, you confirm that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree, do not use the Services.

The following terms have the meanings given below throughout these Terms:

- **"Prognia", "we", "us", or "our"** refers to Prognia B.V. and all products and services operated under the Prognia brand.
- **"Services"** means the Prognia platform and all applications available through it, including WARD and Suture, and any future applications Prognia may introduce.
- **"WARD"** means the medical learning environment within the Prognia platform, including its quiz tools, flashcard tools, drug reference database, AI-assisted features, medical guidelines library, scientific article access, AI-driven simulations, and Creator Marketplace.
- **"Suture"** means the document and note-editing application within the Prognia platform.
- **"Creator Marketplace" or "Marketplace"** means the section of WARD where Users may publish, sell, and purchase educational content.
- **"User", "you", or "your"** refers to any individual who accesses or uses the Services, whether through a free or paid account.
- **"Creator"** means a User who publishes content for sale or distribution on the Marketplace.
- **"Buyer"** means a User who purchases content from the Marketplace.
- **"Content"** means all material created, uploaded, published, or submitted by Users through the Services.
- **"AI Features"** means the artificial intelligence-powered tools within the Services, including AI-assisted question-answering, AI-generated summaries, and AI-driven simulations.
- **"Pharmaceutical Partner Content"** means drug information contributed by pharmaceutical companies that have entered into a separate commercial partnership agreement with Prognia.
- **"Subscription Plan"** means the tier of access a User has selected, as described in Section 5.

02 Account registration

2.1 Creating an account

To access the full features of the Services, you must register for an account by providing accurate, current, and complete information. You agree to keep your registration information up to date.

2.2 Account security

You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. Notify us immediately at medical@prognia.nl if you become aware of any unauthorised use of your account. Prognia is not liable for losses resulting from your failure to keep your credentials secure.

2.3 Age and parental consent

Prognia imposes no minimum age requirement to create an account, as the Services contain no age-restricted content. If you are a resident of the United States and are under the age of 13, your parent or legal guardian must consent to your use of the Services before you create an account, as required by COPPA. If you are located in the European Union and are below the digital age of consent applicable in your country (16 years in the Netherlands; between 13 and 16 in other EU member states), you must obtain consent from a parent or legal guardian before registering. By completing registration, you confirm that any required parental consent has been obtained.

2.4 One account per user

Each account is for individual, personal use only. You may not share your credentials or allow any other person to access your account. Organisations wishing to provide access to multiple users should contact us at medical@prognia.nl to discuss institutional arrangements.

03 Description of services

3.1 Platform overview

Prognia is a digital workspace for medical education and professional development. The Services currently include:

- **WARD:** a medical learning environment featuring quizzes, flashcard tools, smart medical guidelines, a drug reference database covering medicines authorised in the EU and the US, access to scientific literature from publicly available databases (including PubMed and Europe PMC), AI-powered clinical and procedural simulations, and a Creator Marketplace.
- **Suture:** a document and note-editing application combining word-processing and note-taking functionality.

Prognia may introduce additional applications and features under the platform from time to time, which will be governed by these Terms unless a separate agreement is provided.

3.2 Drug reference database

The drug database within WARD provides reference information about medicines for educational and professional purposes only. Some entries include enhanced information contributed by pharmaceutical partners (see Section 9). The database does not constitute clinical prescribing guidance or an endorsement of any specific medicine.

3.3 Medical literature

WARD provides access to or references to scientific articles from publicly available databases, including PubMed and Europe PMC. These resources are governed by the terms of their respective providers. Prognia does not own these articles and does not warrant their completeness, accuracy, or currency.

3.4 AI-powered simulations

WARD includes AI-driven patient scenario and procedural simulations. These simulations are based on real clinical cases and established medical guidelines and are designed for educational training purposes only. See Section 10 for all disclaimers applicable to AI Features.

3.5 Changes to the Services

Prognia reserves the right to modify, suspend, or discontinue any aspect of the Services at any time. Where we make material changes that adversely affect your use of the Services, we will provide reasonable notice.

04 Acceptable use

You agree not to use the Services in any way that:

- Violates any applicable local, national, or international law or regulation.
- Involves inputting, uploading, or transmitting any real patient data, protected health information, or personally identifiable health information into any AI Feature or any other part of the Services.
- Impersonates any person or entity, or falsely claims qualifications or professional status you do not hold.
- Infringes the intellectual property rights of any third party, including uploading or publishing content from medical journals, textbooks, or other protected sources without authorisation.
- Involves attempting to reverse-engineer, decompile, disassemble, or otherwise derive the source code or underlying models of the Services, including any AI Feature.
- Involves using automated scripts, bots, scrapers, or other tools to extract data from the Services at scale without Prognia's express written consent.
- Disrupts or interferes with the integrity, performance, or security of the Services or any connected networks.
- Involves using the Services to send unsolicited commercial communications.
- Uploads or publishes content that is false, misleading, dangerous, defamatory, discriminatory, or otherwise harmful.
- Involves sharing your account credentials or allowing any other person to access the Services under your account.

Prognia reserves the right to investigate suspected violations and to suspend or terminate accounts where violations are found, without prior notice in serious cases.

05 Subscriptions and billing

5.1 Available Subscription Plans

Prognia offers the following Subscription Plans:

- **Pulse (Free):** access to the core features of the Services at no charge, subject to usage limits as set by Prognia.
- **Vitals:** a paid subscription at €9.99 per month (or \$9.99 USD per month for users billed in US dollars), providing expanded access to features as described on our pricing page.
- **Cortex:** a paid subscription at €19.99 per month (or \$19.99 USD per month for users billed in US dollars), providing full access to all available features as described on our pricing page.

The specific features included in each plan are set out at prognia.nl/pricing and may be updated from time to time. Where feature entitlements change materially for existing subscribers, Prognia will provide reasonable advance notice.

5.2 Payment processing

All payments for paid Subscription Plans are processed by Stripe, Inc. ("Stripe"), our third-party payment service provider. By subscribing to a paid plan, you authorise Prognia, through Stripe, to charge your designated payment method on a recurring monthly basis. Your use of Stripe is subject to Stripe's own Terms of Service and Privacy Policy. Prognia does not store your full payment card details.

5.3 Taxes

Prices displayed are exclusive of applicable taxes unless stated otherwise. Where value-added tax (VAT), goods and services tax (GST), sales tax, or other taxes apply based on your location, these will be calculated and added at checkout. You are responsible for any taxes applicable to your use of the Services under the laws of your jurisdiction.

5.4 Auto-renewal

All paid Subscription Plans renew automatically at the end of each monthly billing period. Renewal charges are applied on the same date each month. You will not receive a separate renewal reminder unless required by applicable law. It is your responsibility to cancel before the renewal date if you do not wish to be charged for the next billing period.

5.5 Price changes

Prognia may change subscription prices at any time. Existing subscribers will be notified by email at least 30 days before a price change takes effect. If you do not cancel before the new price applies, your continued use of the Services constitutes acceptance of the revised pricing.

5.6 Failed payments

If a payment fails, Prognia may retry the charge and may downgrade your account to the Pulse (Free) plan or suspend access to paid features until payment is successfully collected. You are responsible for ensuring your payment details remain current and valid.

06 Cancellation and refund policy

6.1 Cancellation by you

You may cancel your paid Subscription Plan at any time through your account settings or by contacting us at medical@prognia.nl. Cancellation takes effect at the end of your current billing period. You will retain full access to your paid features until that date. Prognia does not provide pro-rated refunds for unused time within a billing period.

6.2 EU and EEA users — statutory right of withdrawal

If you are a consumer located in the EU or EEA, you have the right to withdraw from a new paid subscription within 14 calendar days of the date of purchase, without giving any reason, in accordance with the EU Consumer Rights Directive (2011/83/EU) as implemented in Dutch law.

However, if you begin using the paid features of the Services before the withdrawal period expires, you expressly request immediate performance of the contract and acknowledge that you will lose your right of withdrawal upon commencement of use of the paid features. To exercise your right of withdrawal before using the paid features, please contact us at medical@prognia.nl within the 14-day withdrawal period.

6.3 General refund policy

Outside of the statutory right of withdrawal described in Section 6.2, subscription fees are generally non-refundable. Prognia may issue refunds at its sole discretion in exceptional circumstances. To request consideration of a refund, contact medical@prognia.nl with full details of your situation.

6.4 Free plan

The Pulse (Free) plan is provided without charge and without a fixed term. Prognia may modify or discontinue the free plan at any time, with reasonable notice of at least 30 days where practicable.

07 Creator Marketplace — Seller Terms

7.1 Becoming a Creator

Any registered User may become a Creator and publish educational content for sale on the Marketplace. By publishing content on the Marketplace, you agree to these Seller Terms in addition to all other provisions of these Terms.

7.2 Creator representations and warranties

By publishing content on the Marketplace, you represent and warrant that:

- You are the original author of all content you publish, or you hold all necessary rights and licences to publish it on a commercial basis.
- Your content does not infringe any third-party copyright, trademark, database right, or other intellectual property right.
- Your content does not contain, reference, or incorporate any real patient data, personally identifiable health information, or protected health information of any kind.
- Your content is factually and medically accurate to the best of your knowledge and professional judgment.
- Your content complies with our Content Guidelines and all applicable laws.
- You are solely responsible for any tax obligations arising from income earned through the Marketplace in your jurisdiction, including income tax and VAT where applicable.

7.3 Content listing, pricing, and previews

Creators may set their own prices for their content. Prognia reserves the right to set minimum or maximum price thresholds and to decline to list content that does not meet our quality or compliance standards. Each listing must include a preview of the content (for example, a minimum of five sample questions from a quiz deck of fifty) that accurately represents the content and quality of the full product.

7.4 Prognia's commission

For each completed sale of your content, Prognia retains a commission of 10% of the sale price, subject to a minimum commission of €1.00 (or \$1.00 USD for transactions processed in US dollars). You will receive the remaining net amount (the "Creator Revenue").

7.5 Payout of Creator Revenue

Creator Revenue is paid out via SEPA bank transfer (for European creators), international bank transfer (for US-based creators), or PayPal, at your election during account setup. You must be located in Europe or the United States to receive payouts at this time. Prognia reserves the right to withhold or delay payouts where there is a reasonable concern regarding fraud, chargebacks, account violations, or disputes involving your content.

7.6 Content moderation

Content is not reviewed by Prognia prior to publication. Quality is governed primarily by the buyer review and rating system. Prognia monitors published content and reserves the right, in its sole

judgment, to remove any content that violates these Terms, our Content Guidelines, or applicable law, at any time and without prior notice.

7.7 Creator–Buyer disputes

Prognia operates as a marketplace intermediary and is not a party to individual transactions between Creators and Buyers. Prognia may, at its discretion, facilitate resolution of disputes but is not obligated to do so. Creators may not misrepresent their content, engage in deceptive pricing, or attempt to manipulate the review system.

08 Creator Marketplace — Buyer Terms

8.1 Purchasing content

By purchasing content on the Marketplace, you acquire a non-exclusive, non-transferable, personal licence to use that content for your own educational and professional development purposes only. You may not resell, redistribute, copy, share, sublicense, or otherwise commercialise any purchased content.

8.2 Preview and informed purchase

All Marketplace listings include a content preview before purchase. You are encouraged to review the preview and any available buyer ratings and reviews before completing a purchase. Prognia does not independently verify or guarantee the accuracy, completeness, or quality of Creator content.

8.3 Reviews and ratings

After purchasing content, you may leave a written review and star rating based on your genuine experience. Reviews must be honest, relevant, and not contain abusive, discriminatory, or defamatory language. Prognia reserves the right to remove reviews that violate these standards or that appear to be fraudulent.

8.4 Refunds for Marketplace purchases

Marketplace purchases are generally non-refundable once the content has been accessed. EU and EEA consumers retain the 14-day statutory right of withdrawal described in Section 6.2, subject to the same waiver upon access of the digital content.

09 Pharmaceutical Partner Content

9.1 Sponsored drug information

Some entries in the WARD drug reference database include enhanced information contributed by pharmaceutical companies that have entered into a commercial agreement with Prognia. This Pharmaceutical Partner Content may include additional clinical data, product-specific resources, or extended prescribing information that supplements the standard database entry.

9.2 Identification of sponsored content

All Pharmaceutical Partner Content is clearly and prominently labelled within the platform as "Sponsored" or "Partner Content". The presence of sponsored entries does not constitute an endorsement by Prognia of any specific medicine, pharmaceutical company, or clinical approach.

9.3 Independence of AI Features

Pharmaceutical Partner Content does not influence, direct, or otherwise affect the outputs generated by Prognia's AI Features. AI outputs are produced solely on the basis of medical guidelines and scientific literature included in our database, not on the basis of any commercial arrangement.

9.4 Regulatory compliance

All Pharmaceutical Partner Content is required, by the terms of the applicable partner agreement, to comply with the relevant pharmaceutical advertising and promotion regulations, including EU Directive 2001/83/EC (as amended), the Dutch Geneesmiddelenwet, and applicable US FDA guidelines. Content directed at healthcare professionals is appropriately labelled as such.

10 AI Features and medical disclaimer

10.1 How AI Features work

The Services include AI-powered features, including AI-assisted question-answering, AI-generated educational summaries, and AI-driven patient scenario and procedural simulations. These features generate responses by processing queries against a database of medical guidelines and scientific articles. At the time of these Terms, the database includes over 3,000 medical guidelines and over 2.5 million scientific articles from publicly available sources.

10.2 Sources are always cited

Where an AI Feature generates a response based on a specific guideline or article, that source is identified and displayed alongside the response. The citation of a source does not guarantee that the AI's interpretation or summary of that source is complete or accurate.

10.3 No patient data

Prognia's AI Features do not process, store, or analyse real patient data. All AI outputs are generated exclusively from publicly available guidelines and scientific literature. You must not, under any circumstances, input real patient data, personally identifiable health information, or any protected health information into any AI Feature or any other part of the Services.

10.4 No human medical supervision of AI outputs

AI outputs generated by the Services are not reviewed by a licensed medical professional before being delivered to you. While Prognia uses significant technical and editorial care in configuring its AI systems and in building the underlying knowledge base, AI-generated content is produced automatically and has not been individually verified by a human expert.

10.5 Medical disclaimer

IMPORTANT — PLEASE READ THIS SECTION CAREFULLY.

All content, AI outputs, simulations, drug database entries, and other materials available through the Services are provided for educational and professional reference purposes only. They do not constitute medical advice, clinical diagnosis, treatment recommendations, or a substitute for the exercise of independent professional medical judgment by a qualified healthcare professional.

Prognia makes no claim of clinical validation for any AI Feature or any other content within the Services. AI-generated outputs may be incomplete, outdated, or incorrect. AI systems, by their nature, can generate responses that appear authoritative but may contain errors, omissions, or hallucinations.

You must always apply your own professional judgment and consult primary source materials before relying on any information provided by the Services in a clinical or patient-care context. Prognia accepts no liability whatsoever for any clinical decision, diagnosis, treatment, or action taken in reliance on the Services.

The Services are not a medical device and have not been submitted for evaluation under EU Regulation 2017/745 (EU MDR) or cleared or approved by the US Food and Drug Administration (FDA) as a medical device or clinical decision support tool.

11 Intellectual property

11.1 Prognia's intellectual property

The Services, including all software, algorithms, design elements, text, graphics, user interfaces, trade names, logos, and the selection and arrangement of all content on the platform (excluding User Content and third-party content), are the intellectual property of Prognia B.V. or its licensors and are protected by applicable copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, or otherwise exploit any part of the Services for commercial purposes without our prior written consent.

11.2 Your content

You retain full ownership of all Content you create and publish on the Services. By publishing Content on the Services, you grant Prognia a worldwide, non-exclusive, royalty-free, sublicensable licence to host, store, display, distribute, and make available your Content for the purpose of operating and providing the Services. This licence continues for as long as your Content remains on the platform and terminates when you permanently remove your Content, subject always to the rights of Buyers who have already purchased it.

11.3 Feedback

If you provide feedback, suggestions, or ideas regarding the Services, you grant Prognia a perpetual, irrevocable, royalty-free licence to use such feedback for any purpose without any obligation of compensation or attribution.

12 Copyright infringement and takedown procedure

12.1 Copyright compliance

Prognia respects third-party intellectual property rights and expects all Users and Creators to do the same. You may not upload or publish Content that reproduces, in whole or in substantial part, copyrighted materials from medical journals, textbooks, publisher databases, or other sources without holding the necessary rights or licences.

12.2 DMCA notice and takedown (United States)

Prognia has designated a DMCA agent for the receipt of copyright infringement notices from US rights holders pursuant to 17 U.S.C. § 512. If you believe that Content published on the Marketplace infringes your copyright, you may submit a written notice to our designated DMCA agent at medical@prognia.nl with the subject line "DMCA Takedown Notice".

Your notice must include: (i) identification of the copyrighted work; (ii) identification of the infringing material and its precise location; (iii) your contact details; (iv) a good-faith belief statement; (v) a statement under penalty of perjury that the information is accurate and that you are authorised to act; and (vi) your physical or electronic signature.

12.3 Counter-notices

If you believe your Content was removed as a result of a mistaken or misidentified copyright claim, you may submit a counter-notice to our DMCA agent. Counter-notices must satisfy the requirements of 17 U.S.C. § 512(g)(3).

12.4 EU copyright complaints

Rights holders in the EU or EEA wishing to report infringing Content may contact medical@prognia.nl. Prognia will handle EU copyright complaints in accordance with EU Directive 2019/790/EU and applicable national implementing legislation, including the Dutch Auteurswet.

12.5 Repeat infringers

Prognia will terminate the accounts of Users who are identified as repeat infringers of third-party copyright in accordance with applicable law.

13 Privacy and data protection

Prognia's collection, use, storage, and transfer of personal data is governed by our [Privacy Policy](#), which is incorporated into these Terms by reference. By using the Services, you acknowledge that you have read and understood our Privacy Policy and consent to the processing of your personal data as described therein.

Prognia processes personal data in accordance with Regulation (EU) 2016/679 (the GDPR) and, where applicable, the California Consumer Privacy Act (CCPA/CPRA) and other applicable data protection laws. If you have questions or requests relating to your personal data, please contact us at medical@prognia.nl.

14 Third-party services and links

The Services integrate with and rely upon third-party services, including:

- **Stripe, Inc.**, for payment processing. Your use of Stripe's services is subject to Stripe's Terms of Service and Privacy Policy. Prognia is not responsible for Stripe's processing of your payment data.
- **PubMed and Europe PMC**, for access to scientific literature, operated by the US National Library of Medicine and EMBL-EBI respectively. Prognia is not responsible for the availability, accuracy, or terms of access of these external resources.

The Services may from time to time contain links to third-party websites or resources, provided for informational convenience only. Prognia does not control, endorse, or accept responsibility for any third-party website or resource.

15 Disclaimer of warranties

To the fullest extent permitted by applicable law, the Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, or uninterrupted and error-free operation.

Prognia does not warrant that: (a) the Services will meet your specific requirements; (b) the Services will be available at all times; (c) errors or defects will be corrected; (d) the Services are free of harmful components; or (e) any information obtained through the Services will be accurate, complete, or reliable.

If you are a consumer located in the EU or EEA, certain mandatory statutory guarantees may apply to you under applicable consumer protection law that cannot be excluded or limited by these Terms. Nothing in these Terms is intended to affect such statutory rights.

16 Limitation of liability

To the fullest extent permitted by applicable law, Prognia B.V., its directors, officers, employees, licensors, and service providers shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind, including but not limited to loss of profits, loss of data, loss of goodwill, business interruption, or other intangible losses, arising from or in connection with your use of or inability to use the Services.

In no event shall Prognia's total aggregate liability to you for all claims arising from or related to these Terms or the Services exceed the greater of: (a) the total amount paid by you to Prognia in the twelve (12) months immediately preceding the event giving rise to the claim; or (b) one hundred euros (€100.00).

Notwithstanding the foregoing, nothing in these Terms limits or excludes Prognia's liability for: (a) death or personal injury caused by Prognia's gross negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded under applicable law. If you are a consumer in the EU or EEA, the limitations above apply only to the maximum extent permitted by mandatory consumer protection law applicable in your country of residence.

17 Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Prognia B.V. and its directors, officers, employees, agents, and service providers from and against any and all third-party claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) your use of the Services; (b) your breach of these Terms; (c) Content you create, publish, or submit; (d) your violation of any third-party right; or (e) your violation of any applicable law or regulation.

If you are a consumer in the EU or EEA, this indemnification obligation applies only to the extent permitted under the mandatory consumer protection laws of your country of residence.

18 Termination

18.1 Termination by you

You may terminate your account at any time by using the account deletion feature in your account settings or by contacting medical@prognia.nl. Upon termination, your personal data will be handled in accordance with our Privacy Policy. Content you have published on the Marketplace may be retained to the extent necessary to honour existing Buyer rights.

18.2 Termination or suspension by Prognia

Prognia reserves the right to suspend or permanently terminate your account, with or without notice, at its sole discretion, if: (a) you have violated these Terms; (b) you have engaged in fraudulent, illegal, or abusive conduct; (c) your continued use of the Services poses a risk to Prognia or other users; or (d) Prognia is required to do so by law. In cases of material or repeated breach, Prognia may terminate immediately and without warning.

18.3 Effect of termination

Upon termination of your account, your licence to use the Services ceases immediately. Any outstanding Creator Revenue earned before the termination date will be paid out in accordance with Section 7.5, provided there are no outstanding disputes, chargebacks, or violations under investigation. Sections 10, 11, 12, 15, 16, 17, and 19 of these Terms shall survive termination.

19 Governing law and dispute resolution

19.1 Governing law

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law principles. If you are a consumer located in the EU or EEA, you may also be entitled to the protection of the mandatory consumer laws of your country of residence.

19.2 Informal resolution

If you have a complaint or concern about the Services, we encourage you to contact us first at medical@prognia.nl with "Complaint" in the subject line. We will make reasonable efforts to acknowledge your complaint within 5 business days and to reach a resolution within 30 days.

19.3 EU Online Dispute Resolution

If you are a consumer located in the EU and we have been unable to resolve your complaint through our internal process, you have the right to use the European Commission's Online Dispute Resolution (ODR) platform at ec.europa.eu/consumers/odr. Our contact email address for ODR purposes is medical@prognia.nl.

19.4 Jurisdiction

Any dispute not resolved through the processes above shall be submitted to the exclusive jurisdiction of the competent courts of Amsterdam, the Netherlands. If you are an EU consumer, you may also bring proceedings before the courts of your country of residence where mandatory law so requires.

20 Changes to these Terms

Prognia reserves the right to amend these Terms at any time. When we make material changes, we will notify you by email to the address registered on your account and by posting a prominent notice within the platform, at least 30 days before the revised Terms take effect.

If you do not agree to the revised Terms, you must stop using the Services and cancel any paid subscription before the effective date of the changes. Your continued use of the Services after the effective date constitutes acceptance of the revised Terms. We will maintain an archive of previous versions of these Terms, which will be available on request.

21 General provisions

21.1 Entire agreement

These Terms, together with the Privacy Policy, Cookie Policy, Children's Privacy Notice, Content Guidelines, and Creator Agreement (each as applicable), constitute the entire agreement between you and Prognia B.V. with respect to the Services and supersede all prior or contemporaneous representations, understandings, or agreements.

21.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

21.3 No waiver

Prognia's failure to enforce any right or provision of these Terms on any occasion shall not constitute a waiver of that right or provision. Any waiver must be made in writing and signed by an authorised representative of Prognia.

21.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without Prognia's prior written consent. Prognia may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its business assets, subject to providing notice to you.

21.5 Force majeure

Prognia shall not be liable for any failure or delay in performance of its obligations under these Terms resulting from causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, government action, power failures, or widespread internet outages.

22 Contact and legal notices

Prognia B.V.

[Registered address — to be added]

Amsterdam, the Netherlands

Chamber of Commerce (KvK): *[KvK number — to be added]*

VAT number: *[BTW/VAT number — to be added]*

Legal and general contact: medical@prognia.nl

Website: prognia.nl

Formal legal notices under these Terms must be sent in writing to the postal address above or by email to medical@prognia.nl with the subject line "Legal Notice — Prognia B.V.".

