

## TERMS OF USE

### **Article 1 – General provisions**

The platform [www.neveo.io](http://www.neveo.io), its subdomains, and related applications (hereinafter the “Platform”) is managed by and is the property of NEVEO, a public limited liability company incorporated under the laws of Belgium, with registered offices at 1050 Brussels (Belgium), Auguste Orts 2, registered in the Register of Legal Entities of Brussels under number 0568.484.039 (hereinafter: “NEVEO”).

In case of questions, complaints and/or remarks regarding the Platform, you can contact NEVEO via email to Jérôme Dubois d’Enghien at the following email address: [jerome.dbde@myneveo.com](mailto:jerome.dbde@myneveo.com), in which case NEVEO undertakes to provide an answer within 7 calendar days.

The information concerning the collection and processing of personal data is provided in the privacy policy of the Platform (hereinafter the “Privacy Policy”).

Information regarding the terms of subscription is provided in the subscription conditions (hereinafter the “Subscription Conditions”).

The use of the Platform implies that the Platform User fully and irrevocably accepts the conditions and guidelines of use of the Platform contained in these TOU, the Subscription Conditions, the Privacy Policy, as well as any other legal document mentioned on the Platform, and acknowledges at the same time to have fully took notice of its content.

NEVEO reserves the right to modify, adapt, improve and/or update the Platform and these general terms of use (hereinafter “TOU”) at any time, in order to comply with the legal obligations or to improve the Platform. Any modified version of these TOU will be applicable from the date of its publication. NEVEO will notify Users. However, NEVEO also recommends that the User regularly consults the TOU. The use of the Platform constitutes an acknowledgment of the existence of the modified TOU, their binding effect and the obligation to comply with them.

Acceptance of these TOU implies that the Users have the necessary legal capacity. If the User is a minor or does not have this legal capacity, she/he declares to have the authorization of a guardian, a curator or her/his legal representative.

### **Article 2 – Description of the Platform**

#### **2.1. Overview of the functioning of the Platform**

The Platform aims to set up a private family social network around elderlies (hereinafter the “Beneficiar(y)(ies)”) by giving them the possibility to receive content shared by their relatives in the form of a monthly journal.

Subscription to the Services (hereinafter the “Subscription”) is carried out, for a Beneficiary, by a user (hereinafter the “Relative Initiator”, who will be the subscriber of the Subscription by default and therefore in charge of the payment of the Subscription (hereinafter the “Relative Subscriber”).

Nevertheless, the Relative Initiator has the option to appoint another relative as Relative Subscriber via the Platform.

The family, the entourage as well as other close relations of the Beneficiary (hereinafter the “Relatives”) are invited to connect to the Platform via their smartphone, tablet or computer, in order to download content in the form of photographs and text messages (hereinafter the “Content”). The Content is subsequently given a layout and printed as a paper journal (hereinafter the “Journal”), which is delivered to the Beneficiary. These services are collectively referred to as the “Services”, and the Relatives and Beneficiaries are collectively referred to as the “Users”.

All Users have free access to the Platform and the Services, thanks to the Subscription subscribed to by the Relative Subscriber. To use the free access, the Users must register on the Platform and create a Personal Account, as described below, and fully and irrevocably accept the TOU and the directives therein. In the event that the Subscription is terminated, the Users will still have free access to the Platform and the Services, but the Journal will no longer be printed and delivered to the Beneficiary.

## 2.2. Registration process

In order to access the Platform, the Relative Initiator must create a personal account (hereinafter the “Personal Account”). The Relative Initiator must provide certain data, which will be processed in accordance with the Privacy Policy. The registration of the Relative Initiator therefore leads to the creation of (i) her/his Personal Account, and (ii) a network linked to a Beneficiary (hereinafter the “Network”).

Once this Network is created, the Relative Initiator has access to the following features:

- (1) communicating Content, i.e. photographs possibly accompanied by a comment of maximum 200 characters,
- (2) inviting various people to join the Network, by creating a Personal Account, so that they become Relatives and contribute to the communication of Content. This invitation can be done by various means, via computer (Messenger and mail) or via mobile phone or tablet, through all communication applications (Facebook, Messenger, Whatsapp, email, sms, ...), it being understood that the number of Relatives that can be invited is unlimited.

In any case, a Relative will always hold a single Personal Account. However, any Relative may decide to constitute an additional Network for another Beneficiary. She/he will then have the capacity of Relative Initiator for this additional Network. Likewise, a Relative may be invited to be part of several Networks. A Relative may therefore be required to upload content to the same Personal Account for multiple Beneficiaries. A Relative may also be Relative Subscriber in a Network and plain Relative in another Network. All these features are available in Personal Account settings.

## 2.3. Communication of Content and Services

By connecting to the Platform and going to the Home Page, the Relatives have the possibility to:

- a. add Content to the next Journal of one or more Networks,

- b. delete the Content previously uploaded by them, it being understood that the Relative Initiator and the Relative Subscriber also have possibility to delete the Content uploaded by other Relatives from the Network for which they are Relative Initiator and / or Subscriber,
- c. invite Relatives to join the Network,
- d. edit their profile picture,
- e. take charge of the payment of a Network in order to become a Relative Subscriber,
- f. cease supporting the payment of a Network, which amounts to terminating its subscription in accordance with the Subscriptions Conditions, in which case other Relatives of the Network will receive a notification to designate a new Relative Subscriber.

The Home page also informs them of the number of photographs that can still be uploaded for the current month in accordance with article 4 and the number of days remaining before the Journal is printed.

The last day of the ongoing month, at 11:59 PM in your own time zone, as long as you have previously communicated the requested information (including banking details), and even if the maximum number of photos for the current month has not been reached, the process of layout, printing and mailing of the Journal is initiated.

NEVEO undertakes to print and deliver the Journals by post within 15 working days following the date specified in the preceding paragraph. In the event that a journal is not received by this deadline, NEVEO undertakes to schedule a free reprint upon request of the User communicated to the following address: [hello@myneveo.com](mailto:hello@myneveo.com).

### **Article 3 – Use of the Platform**

The Platform is intended for any natural person of age. The parents/guardians/curators/legal representatives who allow their minor children to access and use the Platform are solely responsible for the use of the Platform by their minor children.

The User is solely and exclusively responsible for the Content, the information and any other elements that she/he publishes by means of the Platform, submits to the Platform or transmits to other Users, and agrees not to hold NEVEO, in any way, liable.

The User who submits Content to the Platform or uses the Platform in any other way undertakes to respect the applicable laws and undertakes not to:

- a. violate the rights of third parties (right to image and privacy, intellectual property rights, ...);
- b. violate applicable regulations or laws;
- c. use the Platform, the Services, or the Journal for advertising purposes;
- d. conduct actions that are harmful, threatening, abusive, defamatory, denigrating, violent, akin to harassment, vulgar, obscene, hateful or incite hate, pornographic, pedophiles, child-pornographic, racially or ethnically questionable, contrary to morality, or likely to undermine the respect for human beings and their dignity, as well as the protection of minors;

- e. communicate false, incorrect or misleading information or Content, or for which she/he has received compensation or consideration from a third party;
- f. impersonate any person or entity, or make a false statement or distort the links with any person or entity;
- g. falsifying headings or manipulating identifiers in order to disguise the origin of any Content.

The User guarantees that she/he has all the necessary authorizations to put the Content online and to distribute the Content.

The Users agree to comply with all reasonable guidelines or requirements, requests or instructions from NEVEO in connection with the Platform.

The Users are required to ensure that all information provided is accurate, complete and kept up to date.

The User safeguards NEVEO against any actions or complaints by third parties (including the public authorities) related to the Content.

Users are solely responsible for the use of the Platform and access to their own Personal Account. In this regard, Users must ensure that no other person has access to their Personal Account. In the event that the User is aware that another person accesses the Platform with her/his Personal Account, she/he may immediately inform NEVEO by email to the following address: [jerome.dbde@myneveo.com](mailto:jerome.dbde@myneveo.com). NEVEO cannot be held liable for any loss or damage that the User would suffer as a result of the unauthorized use of her/his Personal Account by others, even without the knowledge of the User.

In the event of dissemination of the Content, either through their own actions or by third parties, outside the Platform, the Users acknowledge and agree to be bound by the terms of use of the concerned platforms (e.g. social networks).

#### **Article 4 – NEVEO’s rights and obligations**

NEVEO does not warrant that the Content reproduced in the Journal is of quality, complete, accurate, adequate or reliable, nor that it complies with applicable legislation and these TOU, nor that it does not violate the rights of third parties. NEVEO expressly disclaims any and all liability for the Content and quality of content disseminated by Users through the Platform and the Services.

NEVEO may nevertheless perform, at its sole and absolute discretion, an inspection of Content. It reserves the right to delete any Content that violates the TOU or about which it has received a complaint. NEVEO may exercise this right at any time without notice and at its sole discretion.

NEVEO may also decide not to print and deliver a NEVEO Journal if the content of the latter violates the TOU.

NEVEO reserves the right to cancel or suspend, at any time, access to the Platform to a User in the presence of elements that indicate a possible infringement of applicable legislation, the TOU, the rights of third parties, or if the relevant User causes or is likely to cause prejudice to the interests of NEVEO, other Users or third parties.

Regarding the Journal, NEVEO reserves the right:

- (a) not to produce a Journal for a Beneficiary in the absence of a transfer of Content by the Relatives;
- (b) not to produce a Journal if the Relative Subscriber is in default of payment;
- (c) to reduce the size of the Beneficiary's Journal if the communicated Content does not reach the maximum authorized by the Subscription.

## **Article 5 – Intellectual Property Rights**

### **5.1. Rights related to the Content**

The intellectual property rights relating to the Content posted online by the User remain the property of the latter.

The Relative declares and guarantees that she/he has all the necessary authorizations to put the Content online and distribute the Content. The User agrees to safeguard NEVEO against any actions by any third party claiming to have rights to the Content as well as to the Journals produced through the Platform, or alleging a violation of their right to image.

Each User grants NEVEO a free, irrevocable, transferable license for the entire world and for the entire legal term of protection, without this giving any right to any remuneration or benefit, on the (i) Content, as well as (ii) its image rights as embodied in the Content, for the sole purpose of the proper performance of the Services related to the Platform, namely the production and publication of the Journal for a Beneficiary. This license covers in particular all rights of reproduction, representation, communication to the public, and distribution. NEVEO clarifies that it will not use the Content for advertising purposes.

### **5.2. Rights related to the Platform**

All elements of the Platform (including, but not limited to the used software, source code, layout, text, logos, photographs, designs, images, sounds, databases, the name (“NEVEO”), as well as commercial and domain names) are works protected by intellectual property rights, and in particular by copyright, trademark law, database law, design and patent law (hereinafter “Intellectual Property Rights”).

All Intellectual Property Rights belong to NEVEO or are incorporated into the Platform with the consent of the owner of the rights in question.

No part of the Platform itself, nor the data and information presented on the Platform, may be registered (other than those necessary to use the Platform) or reproduced, modified, translated, made public, distributed, rented or sold, transmitted to third parties or used in any manner whatsoever without the prior written authorization by NEVEO.

NEVEO grants the User a temporary, personal, worldwide, non-transferable license on the Platform, allowing him to use the latter in accordance with these TOU. The license is only granted for the sole purpose of allowing the User to use the Platform for strictly personal purposes, to the exclusion of any other purpose. The license is only granted for the duration of the use of the Platform. The license means the right to display and implement the Platform in accordance with its purpose via a connection to an electronic communications network. The User may not under any circumstances make the elements available to a third party, and strictly prohibits any other use, in particular any adaptation, modification, translation, arrangement, distribution, or decompilation, without this list being limiting. Any use foreign to its purpose is prohibited. This prohibition applies regardless of the method of reproduction, representation and / or modification, and regardless of the duration.

#### **Article 6 – Liability and warranty**

NEVEO cannot be held liable for any direct or indirect damage directly or indirectly resulting from access to or use of the Platform and the Services.

NEVEO is only held by an obligation of means, particularly concerning the delays in sending out the Journals, the print quality of the Journal (which predominantly depends on the quality of Content provided by the User), and the packaging quality upon delivery.

NEVEO ensures to communicate information that is as accurate as possible, but can never guarantee the accuracy, completeness or relevance of the information presented on the Platform and therefore cannot be held liable thereto.

NEVEO declines any and all responsibility as to the usage which would be made, the decisions that would be taken or actions that would be undertaken by the Users on the basis of the information made available on the Platform and cannot be held liable for the mistakes made by the User on the basis of this information.

NEVEO also declines any and all responsibility for the direct or indirect damages that could result from inaccuracy, lack of completeness, irrelevance, omission or negligence in the production, development, drafting, writing and interpretation of information. NEVEO declines any and all responsibility in the event of deletion, non-storage, or non-transmission of information and/or Content.

The Users is required to inform NEVEO as soon as possible of any use or risk of unauthorized use of her/his account and / or her/his identifiers. NEVEO cannot be held liable for a bad selection of Relatives invited to join the Platform.

The User expressly agrees to use the Platform at her/his own risk and under her/his sole responsibility. In any case, NEVEO will in no way be held liable for:

- (a) any damage resulting from the violation of these TOU;
- (b) any malfunction, unavailability of access, misuse, misconfiguration of the User's equipment;
- (c) impossibility or difficulty to use the Platform due to the use of inappropriate equipment or the use of an uncommon operating system by the User;
- (d) links or external sources accessible by the User on the Platform.

NEVEO provides the Platform "as is". NEVEO declines any and all liability for permanent or temporary damages or defects of computer equipment or User data during or after the use of the Platform. In particular, NEVEO declines any and all responsibility for the possible transmission of viruses and trojans via the Platform.

Regarding the implementation of the Platform, NEVEO uses the most modern technologies as much as possible. However, NEVEO cannot be held liable for (temporary) breakdowns or failures or any maintenance work on – or from – the Platform as well as relating to the availability, speed, safety and reliability of the information relating thereto.

NEVEO cannot be held liable for any possible costs or expenses (e.g. internet connection, travel, ...) related to the Platform. The full costs for the use of the Platform are the responsibility of the User.

In case of impossibility of access to the Platform, due to technical problems or problems of any other nature, the User may not claim damages and may not claim any compensation.

The hypertext links on the Platform may refer to other websites and NEVEO cannot be held liable if the content of these sites contravenes applicable laws. Similarly, NEVEO cannot be held liable if the User's visit to one of these sites causes him/her harm.

#### **Article 7 – Platform availability**

In principle the Platform is accessible 24/24, 7/7, except for interruptions, scheduled or not, for maintenance purposes or in case of force majeure as defined below.

"Force majeure" shall mean, without this list being exhaustive, an order issued by the authorities, a mobilization, war, an epidemic, a lockout, a strike, a manifestation, technical defects in the transmission of communications, a flood, an explosion, a shortage of raw materials or labor, a change in global economic circumstances, an act of vandalism, exceptional weather conditions, as well as any circumstances beyond NEVEO's control and disrupting the normal course of business, without NEVEO having to demonstrate the unpredictability of those circumstances.

#### **Article 8 – Territory**

The NEVEO Service is available worldwide.

#### **Article 9 – Miscellaneous**

NEVEO's failure to enforce any provision of the TOU, or lack of action against a User in the event of a possible violation of any provision of the TOU, cannot be interpreted as any waiver of any right.

If any provision of the TOU is deemed illegal, void or unenforceable for any other reason, then that provision will be deemed severable from the general conditions and will not affect the validity and applicability of the remaining provisions.

These TOU as well as the Privacy Policy and the Subscription Conditions describe the entire agreement between the User and NEVEO.

The TOU are not assignable, transferable or sub-licensable by the User himself.

It is possible that there are, to a limited extent, inaccuracies or errors, or information conflicting with the TOU, Privacy Policy and/or Subscription Conditions on the Platform and in the offered Services. Additionally, it is possible that third parties make unauthorized changes on the site or on related Services (social networks ...). NEVEO makes every effort to ensure that these kinds of discrepancies are corrected.

Any notification or notice concerning the TOU, the Privacy Policy or the Subscription Conditions must be done per email to the address [jerome.dbde@myneveo.com](mailto:jerome.dbde@myneveo.com) stating the name, first name, User contact information and the subject of the notification.

#### **Article 10 – Governing law**

Except for contrary mandatory legal provisions, the TOU are governed and interpreted in accordance with Belgian legislation.

Before taking legal action, the parties shall take all reasonable steps to reach an amicable settlement of the dispute.

As part of the extrajudicial settlement of disputes, the Consumer Mediation Service set up by the Federal Government is competent in Belgium to receive any request for extrajudicial settlement of consumer disputes. You can contact the Consumer Mediation Service via the following link: <https://www.consumerombudsman.be/en>.

In case of cross-border litigation, consumers can turn to the European Commission's Online Dispute Resolution platform: <https://ec.europa.eu/consumers/odr/main/?event=main.home.show>.

Subject to contrary mandatory legal provisions, any dispute relating to the contractual relations between the parties, in particular regarding the execution and interpretation of the TOU, Subscription Conditions and Privacy Policy, as well as to any action of the parties, and in general any dispute between the parties shall be subject to the exclusive jurisdiction of the courts of the User's place of residence.



## SUBSCRIPTION CONDITIONS

### **Article 1 – General provisions**

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In case of questions, complaints and/or remarks regarding the Platform, you can contact NEVEO via email to Jérôme Dubois d’Enghien at the following email address: [jerome.dbde@myneveo.com](mailto:jerome.dbde@myneveo.com), in which case NEVEO undertakes to provide an answer within 7 calendar days.

The information concerning the collection and processing of personal data is provided in the privacy policy of the Platform (hereinafter the “Privacy Policy”).

The information regarding the conditions of use are provided in the terms of use (hereinafter the “TOU”).

The use of the Platform implies that the Platforms User fully and irrevocably accepts the terms and conditions of use of the Platform contained in the TOU, the Subscription Conditions, and the Privacy Policy, as well as any other legal document mentioned on the Platform, and acknowledges at the same time to have fully took notice of and understood its content.

NEVEO reserves the right to modify, adapt, improve and/or update the Platform and these subscription conditions (hereinafter “SC”) at any time, in order to comply with the legal obligations or to improve the Platform. Any modified version of these SC will be applicable to Subscriptions subscribed or renewed from the date of its publication. NEVEO will notify Users. However, NEVEO also recommends that the User consults them regularly.

The definitions in these SC have the meaning given to them in the TOU.

Acceptance of these SC implies that the Users have the necessary legal capacity. If the User is a minor or does not have this legal capacity, she/he declares to have the authorization of a guardian, a curator or her/his legal representative.

### **Article 2 – Subscriptions and payments**

A single Subscription is required per Network and therefore per Beneficiary.

By default, the Relative subscribing to the Subscription, thus the Relative Subscriber, is the Relative Initiator, who has communicated her/his banking details upon creation of the Network on the Platform.

Three monthly Subscription formulas (1 Journal) are proposed to the Relative Subscriber:

- Formula 1: £ 9,99 including 50 Contents;
- Formula 2: £ 14,99 including 100 Content;
- Formula 3: £ 19,99 including 180 Content;

Three annual Subscription formulas (12 Journals) are proposed to the Relative Subscriber:

- Formula 4: £ 89,91 including 50 Contents per month;
- Formula 5: £ 134,91 including 100 Contents per month.
- Formula 6: £ 179,91 including 180 Contents per month.

The indicated amount of Content is available per Beneficiary for all Relatives. The layout, printing and mailing of the Journals is included in the price. The proposed Subscription formulas are inclusive of all taxes.

NEVEO reserves the right to modify these formulas as well as to propose additional formulas.

The payment for a Subscription subscribed by the Relative Subscriber is executed electronically on the Platform or via mobile applications (IOS and Android). The Relative Subscriber chooses her/his method of payment at the time of communication of her/his banking details. She/he can pay by Visa, Mastercard and American Express. Payments are made through a secure SSL system (Secure payment system "Stripe" (stripe.com)).

The first payment takes place during registration. If during the online purchase process, the amount due cannot be debited from the account (insufficient balance, wrong account number, technical issue, ...), the Subscription is considered not subscribed.

After the payment, a confirmation is automatically sent by email to the Relative Subscriber containing the details of the Subscription.

Subsequently, the amount of the Subscription is debited automatically, at the end of the month, monthly for the formulas 1, 2 and 3. For formulas 4, 5 and 6, given the annual nature of the formula, the account is debited at one time, at the time of registration.

The possibility to pay on the Internet does not in any way guarantee that NEVEO's system is foolproof, without disturbances, interruptions or errors. NEVEO cannot be held liable for any damage, direct or indirect, incurred by the execution of a payment on the Internet.

The Relative Subscriber undertakes to provide NEVEO with complete banking details and to keep this information up to date in order to avoid any payment issues. Failure to pay upon due date immediately suspends the Services. NEVEO shall be entitled to demand the automatic termination of said contract based completely on the fault of the Relative Subscriber.

If the Relative Subscriber wishes to exercise her/his right of withdrawal, the amount paid by the Subscriber will be refunded, in accordance with article 4, on her/his account number within 14 days of the withdrawal.

Given that the Journals are printed on the last calendar day of the month, in the event that the Relative Subscriber subscribes after the first day of the month, she/he understands and accepts that first Journal and, if applicable, the first monthly payment, will cover a period shorter than one month. This first month and / or Journal will still be billed entirely in accordance with the selected Subscription formula. For example, if the Relative Subscriber subscribes to a Subscription on the 15<sup>th</sup> of month, and if the current month has 30 days, as the printing will be initiated on the 30<sup>th</sup> of the month at 11:59 PM of her/his own time zone, the Relatives will only benefit from a period of fifteen

days in order to communicate Content for the Journal that will be printed that month. Nevertheless, this Journal will be fully billed in accordance with the selected Subscription formula, i.e. it will count as a monthly payment in formulas 1, 2 and 3 or one-twelfth of the annual Subscription depicted in formulas 4, 5 and 6.

In the event that no Content is sent during a month or the delivery address is not communicated, the Subscription continues and will be billed, although no Journal shall be issued. However, NEVEO undertakes to refund this Journal upon simple request by email to the following address: [hello@myneveo.com](mailto:hello@myneveo.com).

### **Article 3 – Duration and Termination**

The Subscription is concluded for a period of one month for formulas 1, 2 and 3, and for 12 months for formulas 4, 5 and 6. At the end of the initial period, the Subscription will be tacitly and automatically renewed for a duration identical to the initial period, i.e. one month for formulas 1, 2 and 3, and 12 months for formulas 4, 5 and 6, as long as the Relative Subscriber has not expressed her/his intention that the Subscription will not be renewed. The Relative Subscriber can express this will in her/his user area via her/his computer, or by writing to NEVEO at [hello@myneveo.com](mailto:hello@myneveo.com), until the last day of the month following the renewal of the Subscription (i.e. until the day before the first print of the Journal linked to the renewed Subscription).

The Relative Subscriber may terminate the Subscription at any time in her/his user area via the Platform on her/his computer, or by writing to NEVEO at [hello@myneveo.com](mailto:hello@myneveo.com). In this case, the Journal of the ongoing month will not be issued. The Relatives of the Network will be notified of the end of the Subscription and will be invited to subscribe to a new Subscription.

The Subscription may also be terminated immediately without notice or compensation in the event of serious misconduct in the performance of the obligations by one of the parties. For example, in a non-exhaustive manner, the following will be qualified as serious misconduct:

- the total or partial non-payment of a Subscription's payment by the Relative Subscriber;
- non-compliance by a User with the TOU and/or SC;
- the absence of distribution of Journals by NEVEO for two consecutive months (except in case of force majeure).

NEVEO may at any time terminate or suspend a Subscription or suspend access to the Platform, in particular in the following cases:

- unauthorized use, actual or suspected, of the Platform and/or Content; or
- the non-compliance by a User of the TOU and/or SC.

In the event of termination of the Subscription, by the User or NEVEO, or in the event of suspension of a Subscription or access to the Platform by NEVEO, NEVEO cannot be held liable in regard to the User or the Relatives associated to the relevant Network. NEVEO expressly reserves the right to request compensation for any possible damage that occurred.

### **Article 4 – Right of withdrawal**

The Relative Subscriber has a legal withdrawing period of 14 days to cancel her/his Subscription. This period expires 14 days after the day of subscription to the Subscription.

In order to exercise this right of withdrawal, the Relative Subscriber must unequivocally communicate her/his willingness to exercise this right to NEVEO. He can do so by mail or email or by using the withdrawal form. In order to comply with the withdrawal period, the Relative Subscriber must send her/his communication concerning the exercise of the right of withdrawal before the withdrawal period lapses. Given that the right of withdrawal does not apply to the supply of goods produced to the consumer's specifications or clearly personalized, the Journals that have already been produced between the moment of subscription and the moment whereon the right of withdrawal was executed, remain due.

The Relative Subscriber will be refunded within 14 days of the day NEVEO is informed of the User's desire to retract, with the exception of the amounts specified in the preceding paragraph.