Latest Effective Date: 24 February, 2021

MediAR – Terms & Conditions

These Terms and Conditions (**Terms** or **Terms and Conditions**) govern your relationship with imaging procession license and services (the **Service or Services**) operated by **Business Sprints Pty Ltd.** (registered office: Melbourne, VIC 3151, Australia; ABN: 78 141 341 406; hereinafter referred to as **BSPL**).

Please read these Terms and Conditions carefully before using the Services.
Your access to and use of the Service is based on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Services.

By accessing or using the Service you agree to be bound by these Terms and accept all legal consequences. If you do not agree to these Terms and Conditions, in whole or in part, please do not use the Service.

1. The Service

1.1 The Service allows you to upload the result of your medical imaging process (MRI, CT) to the cloud service of MediAR (further referred as the **application**), where it will be anonymously stored and processed by BSPL by transforming it *dicom* file format. The processed image will be available for download to the authorised user only. The application displays the volumetric data of the corresponding medical images in a controllable virtual and/or augmented reality. The transformed file is accessible to you in the cloud for thirty days and during such term you can download it to any devices without limitation.

2. Intellectual Property

2.1 The Services and all contents, including but not limited to text, images, graphics, form, design or code are the property of BSPL and are or may be protected by copyright, trademarks, database and other intellectual property rights. You may display and copy, download or print portions of the material from the different areas of the Services only for your own non-commercial use. Any other use is strictly prohibited and may violate copyright, trademark and other laws. These Terms do not grant you a license to use any trademark of BSPL or its affiliates. You further agree not to use, change or delete any proprietary notices in connection with the Service.

3. Other Services

3.1 The Service may have connections to or lead to the usage of third-party services that are not owned or controlled by BSPL.

3.2 BSPL has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party services. You further acknowledge and agree that BSPL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged

to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party sites, applications and/or services that you visit and/or require.

4. No Warranty and Non-Waiver of Rights

4.1 BSPL makes no guarantees, representations or warranties of any kind as regards the Service and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of the Service is at your sole risk. The Service is provided on an *as is* and *as available* basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, except as provided for under the laws of Hungary.

4.2 BSPL its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

4.3 If you breach any of these Terms and BSPL chooses not to immediately act, or chooses not to act at all, BSPL will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. BSPL does not waive any of its rights. BSPL shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement. You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

4.4 BSPL has no liability in case if the image you downloaded in the application is not yours or it is not legally acquired or its content violates the law or right of third party.

4.5 BSPL has no liability if the downloaded image cannot be standardized and transformed to dicom format.

5. Indemnification

5.1 You agree to indemnify, defend and hold harmless BSPL, its principals, officers, directors, representatives, employees, contractors, licensors, licensees, suppliers and agents, from and against any claims, losses, damages, losses, obligations, costs, actions or demands.
These include but are not limited to: (a) legal and accounting fees resulting from your use of the Service; (b) your breach of any of these Terms; and (c) anything you post on or upload to the Service.

6. Limitation Of Liability

6.1 BSPL, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable

for any loss or damage, direct or indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, resulting from (i) your access to or use of the Service; (ii) your inability to access or use the Service; (iii) any conduct or content of any third-party on or related to the Service; (iv) any content obtained from or through the Service; and (v) the unauthorized access to, use of or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

7. Governing Law

7.1 These Terms shall be governed by, and interpreted and enforced in accordance with, the laws of Victoria, Australia, as applicable.

7.2 If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements, oral or otherwise, regarding the Service.

8. Changes

8.1 BSPL reserves the right, at its sole discretion, to amend or replace these Terms at any time. If a revision is material BSPL will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at BSPL's sole discretion.

8.2 By continuing to access or use BSPL's Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

9. Data protection

9.1 Terms of data protection are specified in a separate Privacy Policy, available in the application.

10. Contact Us

If you have any questions about these Terms, please contact us on info@businessprints.com.au .