Latest Effective Date: **27 October 2026** · Version 2026-10-27

Medi-AR – Terms & Conditions

These Terms and Conditions (hereinafter: **Terms** or **Terms and Conditions**) govern your relationship with the Medi-AR medical-image processing and visualisation licence and services, consisting of the Medi-AR mobile applications for Android and iOS, the Medi-AR web viewer and web portal, and the related cloud services (the **Service** or **Services**), operated by **Business Sprints Pty Ltd.** (registered: Mulgrave, VIC 3170, 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 creating an account, or 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. About these Terms

1.1. The handling of personal data and Health Information is regulated by the Medi-AR Data Management and Privacy Policy (https://www.medi-ar.com.au/legal/privacy-policy/), which forms part of these Terms.

1.2. If you obtained the app from Google Play or the App Store, the terms of that store also apply to the download of the app. For the App Store, section 19 also applies.

2. The Service

2.1. The Service allows you to upload the result of your medical imaging process (for example CT, MRI, ultrasound or X-ray) to the cloud service of Medi-AR, where it is stored and processed by BSPL by transforming it from the DICOM file format into a volumetric model. Examinations may also be made available to you by a radiology or healthcare provider. The processed examination is available only to you and to the users authorised by you or by the provider. The application displays the volumetric data of the corresponding medical images on screen and in a controllable virtual and/or augmented reality.

2.2. Some features require a compatible device, such as an augmented-reality capable device (ARCore on Android, ARKit on iOS), a camera or a microphone.

2.3. BSPL may change, add or remove features of the Service. BSPL will give reasonable notice of a change that significantly reduces what you can do with the Service.

3. Eligibility and your account

3.1. You must be **18 years of age or older** to create an account. The examination of a child may be used only through the child's parent or guardian, or through a healthcare provider.

3.2. You shall provide accurate details, keep your password and two-factor authentication device secure, and inform BSPL without delay if you believe your account has been misused. You are responsible for the activities in your account, unless they were caused by BSPL.

3.3. You may delete your account at any time in the app or on the web. The Privacy Policy explains what is deleted and what is kept.

4. Your examinations and content

4.1. You retain all rights in the examinations and content you upload or create. You grant BSPL the right to store, convert, display and transmit them solely to provide the Service to you and to the persons you share them with.

4.2. You may upload only examinations you have the right to use. If an examination relates to another person, for example a child or a patient, you must be authorised to upload and share it, and you shall upload only what is necessary.

4.3. You are responsible for the persons you share an examination with and invite to a call. Anyone you share an examination with can see that examination.

4.4. An examination supplied by a radiology or healthcare provider remains the medical record of that provider. Your access to it depends on the arrangements of the provider, and the provider may withdraw it.

4.5. BSPL has no liability if the uploaded image cannot be standardised and transformed from the DICOM format, for example because the file is damaged or of an unsupported format. In such a case BSPL informs you and does not store a modified copy as your examination.

5. Not a medical device, not medical advice

5.1. Medi-AR is a **non-diagnostic DICOM image preview tool**, intended only for accessing, viewing and sharing existing medical images. It does not interpret images. It is not intended to be used as a medical device and is not approved for clinical or diagnostic use. It must not be used to diagnose conditions, to make or support clinical decisions, to plan or determine treatment, or as medical reference or educational material. It does not diagnose, treat, cure or prevent any medical condition.

5.2. The 3D views, the displayed segmentation and the annotations of Medi-AR **do not replace** the radiology report, a diagnosis or professional medical advice. Always consult a qualified healthcare professional before making medical decisions.

6. Acceptable use

You shall not:

- (a) use the Service unlawfully, or to infringe the privacy or the rights of any person;
- (b) upload malicious code, or attempt to circumvent the security, the access limits or the account of another person;
- (c) copy, modify, reverse engineer, sub-license or resell the Service, except as permitted by law;
- (d) use calls or sharing to harass any person, or to send unsolicited messages; or
- (e) overload or disrupt the Service.

7. Sharing and calls

7.1. Examination links and call invitations can be withdrawn by the user who created them. A withdrawn link stops working.

7.2. Calls are connected directly between the devices where possible, or relayed through the data processors of BSPL. Calls are not recorded by Medi-AR. You shall not record other participants without their consent and without complying with the law.

8. Fees and payments

8.1. The Medi-AR apps and the preview service are provided free of charge.

8.2. Paid services, such as service subscriptions and third-party services are offered through Stripe.

8.3. The price, the billing period and the scope of a paid service are shown before you order it. Prices include GST where applicable.

9. Other Services

9.1. The Service may have connections to or lead to the usage of third-party services that are not owned or controlled by BSPL, such as ARCore, ARKit or a storage service you connect (for example Dropbox).

9.2. BSPL has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party services, except as required by law. 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.

10. Intellectual Property

10.1. The Services and all contents, including but not limited to text, images, graphics, form, design or code, are the property of BSPL or its licensors and are or may be protected by copyright, trademarks, database and other intellectual property rights. BSPL grants you a personal, non-exclusive, non-transferable licence to use the Service in accordance with these Terms.

10.2. These Terms do not grant you a licence 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.

11. Suspension and termination

11.1. You may stop using the Service and delete your account at any time.

11.2. BSPL may suspend or close an account that seriously or repeatedly breaches these Terms, or where the law or the security of the Service requires it. Where reasonable, BSPL informs you in advance and gives you the opportunity to download your own examinations.

12. No Warranty and Non-Waiver of Rights

12.1. Nothing in these Terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law, or under any other law that cannot be excluded (including the consumer guarantees), or the mandatory consumer rights of your country of residence.

12.2. Subject to section 12.1, the Service is provided on an "as is" and "as available" basis, and BSPL, its subsidiaries, affiliates and 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.

12.3. If you breach any of these Terms and BSPL chooses not to act immediately, 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 reasonable control.

13. Limitation of Liability

13.1. To the fullest extent permitted by law, the total liability of BSPL arising from the Service is limited to supplying the Service again or paying the cost of having it supplied again and, where you paid for a service, to the amount you paid BSPL for that service in the 12 months before the claim.

13.2. To the fullest extent permitted by law, BSPL, its directors, employees, partners, agents, suppliers or affiliates shall not be liable for any indirect, incidental, special, consequential or punitive damages, nor for any loss caused by your breach of these Terms, by content you uploaded without authority, or by reliance on Medi-AR for a medical decision (section 5).

13.3. Nothing in these Terms limits liability for death or personal injury caused by negligence, for fraud, or for any other liability that cannot be limited by law.

14. Indemnification

You agree to indemnify BSPL against claims of third parties arising from your breach of sections 4.2, 4.3 or 6 of these Terms, except to the extent BSPL caused or contributed to the claim.

15. Data protection

Terms of data protection are specified in the separate Data Management and Privacy Policy (https://www.medi-ar.com.au/legal/privacy-policy/). Where the Privacy Policy gives you a right, these Terms do not limit it.

16. Changes

16.1. BSPL reserves the right to amend or replace these Terms to reflect changes of the Service or of the law. If a revision is material, BSPL will give at least 30 days' notice in the app before the new terms take effect, and asks you to review and accept them before you next sign in.

16.2. If you do not agree to the new terms, in whole or in part, you may stop using the Service and delete your account before the new terms take effect. The earlier versions of these Terms remain available at https://www.medi-ar.com.au/legal/archive/.

17. Governing Law

17.1. These Terms shall be governed by, and interpreted and enforced in accordance with, the laws of Victoria, Australia, and the courts of Victoria, Australia have jurisdiction to hear civil litigation.

17.2. If you reside in the European Union, at your choice the lawsuit may also be instituted before the court of your place of residence, and the mandatory consumer protections of that country remain applicable.

17.3. Nothing in these Terms limits your right to complain to a regulator, such as the Office of the Australian Information Commissioner or a data-protection supervisory authority of the European Union.

18. General

18.1. 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.

18.2. You may not assign, sub-license or otherwise transfer any of your rights under these Terms. BSPL may transfer its rights and obligations to a successor of the Service; your rights under these Terms and the Privacy Policy continue.

18.3. These Terms, together with the Privacy Policy, constitute the entire agreement between you and BSPL regarding the Service, and supersede and replace any prior agreements, oral or otherwise, regarding the Service.

19. Additional terms for the Apple App Store

If you downloaded the app from the App Store:

- (a) these Terms are concluded between you and BSPL, not with Apple Inc. (Apple); BSPL, not Apple, is solely responsible for the app and its content;
- (b) your licence to use the app is limited to Apple-branded products that you own or control, as permitted by the Usage Rules of the App Store;
- (c) Apple has no obligation to furnish any maintenance or support services for the app;
- (d) BSPL, not Apple, is responsible for addressing any claims relating to the app;
- (e) you represent that you are not located in a country subject to a United States Government embargo or designated as a "terrorist supporting" country, and that you are not listed on any United States Government list of prohibited or restricted parties; and
- (f) Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms Apple will have the right to enforce them against you as a third-party beneficiary.

20. Contact Us

If you have any questions about these Terms, please contact us at **privacy@medi-ar.com.au**. Business Sprints Pty Ltd., Mulgrave, VIC 3170, Australia.