END USER LICENCE AGREEMENT

1 Introduction

1.1 These terms and conditions (**Terms**) are entered into between Screen My Bones Ltd, a company registered in England and Wales, with company registration number 14247431 (**we**, **us** or **our**) and you, together the **Parties** and each a **Party**.

1.2 We provide a cloud-based, software as a service platform which allows you to manage and organise medical scans and medical results, including through Organisation Accounts, Operator Accounts and Patient Accounts (**Platform**).

1.3 You are accessing the Platform either as:

1.3.1 an authorised user of the account holder who is our client (**Account Holder**), using an Organisation Account or Operator Account. If the Account Holder's agreement with us is suspended or terminated for any reason, your access to the Platform will also be suspended or terminated; or

1.3.2 a patient through a Patient Account.

1.4 If you are a patient accessing the Platform through a Patient Account, the Platform is designed solely to manage and organise medical scans and medical results and does not provide medical advice, diagnosis, or treatment. The information stored or accessed through this Platform should not be used as a substitute for professional medical advice. You should always consult your doctor or other qualified healthcare professional regarding any medical condition or treatment.

2 Acceptance and Platform Licence

2.1 By clicking on "I accept" (or similar button or checkbox) or by using or accessing the Platform, you accept these Terms.

2.2 We may amend these Terms at any time, by providing written notice to you. By accepting or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may cease accessing the Platform.

2.3 If you access or download our mobile application from the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service.

2.4 If you access or download our mobile application from the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.

2.5 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.

2.6 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:

(a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;

(b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;

(c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);

(d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or

(e) facilitating or assisting a third party to do any of the above acts.

3 Access to the Platform

3.1 You must register on the Platform to access the Platform's features.

3.2 If you are registering an Organisation Account or Operator Account, the Account Holder will determine what access rights or permissions you have when using the Platform.

3.3 You agree not to share your login details with any other person. Your login is personal and you must not transfer or provide it to others.

3.4 You are responsible for keeping your login details and your username and password confidential and you will be liable for all activity via your login. You agree to immediately notify us of any unauthorised use of your login.

3.5 You may deactivate your account at any time.

4 Personal Data

4.1 All personal data you provide to us will be treated in accordance with our Privacy Policy available on our website.

4.2 We do not own any of Your Data, but when you provide Your Data to us as part of the Platform, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data. We may use Your Data (or disclose it to third party service providers) to:

4.2.1 supply the Platform to you (for example, to enable you to access and use the Platform), and otherwise perform our obligations under these Terms;

4.2.2 diagnose problems with the Platform;

4.2.3 improve, develop and protect the Platform;

4.2.4 perform analytics for the purpose of remedying bugs or issues with the Platform; and

4.2.5 perform our obligations under these Terms (as reasonably required).

4.3 You are responsible for (meaning we are not liable for):

4.3.1 the integrity of Your Data on your systems, networks or any device controlled by you; and

4.3.2 backing up Your Data.

4.4 When you use the Platform, we may create anonymised statistical data from Your Data and usage of the Platform (for example, through aggregation). Once anonymised, we own that data and may use it for our own purposes, such as to provide and improve the Platform, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.

4.5 You represent, warrant, acknowledge and agree that you have all necessary rights to provide Your Data to us, and that our use of it as contemplated by these Terms will not violate any laws or third-party rights, including Intellectual Property, privacy, or publicity rights.

5 Our Intellectual Property

5.1 You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.

5.2 We authorise you to use Our Intellectual Property solely for: (a) for Organisation Accounts or Operator Accounts, your limited commercial use; and (b) for Patient Accounts, your personal use as intended by the functionalities available on the Platform.

5.3 You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party.

5.4 You must not, without our prior written consent:

(a) copy, in whole or in part, any of Our Intellectual Property;

(b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or

(c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

6 Warranties

6.1 You represent, warrant and agree that:

(a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;

(b) there are no legal restrictions preventing you from entering into these Terms;

(c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and

(d) you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

7 Liability

7.1 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:

(a) death or personal injury caused by negligence; and

(b) fraud or fraudulent misrepresentation.

7.2 SUBJECT TO CLAUSE 7.1 (LIABILITY WHICH CANNOT LEGALLY BE LIMITED), BUT DESPITE ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL LOSS;

(b) A PARTY'S LIABILITY FOR ANY LIABILITY UNDER THESE TERMS WILL BE REDUCED PROPORTIONATELY TO THE EXTENT THE RELEVANT LIABILITY WAS CAUSED OR CONTRIBUTED TO BY THE NEGLIGENT OR UNLAWFUL ACTS OR OMISSIONS OF, OR BREACH OF THESE TERMS, BY THE OTHER PARTY; AND

(c) WE WILL HAVE NO LIABILITY TOWARDS YOU IN RELATION TO THESE TERMS OR YOUR USE OF THE PLATFORM.

8 Access

8.1 We may revoke your access to the Platform at any time by giving 30 days' written notice to you.

8.2 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach. Should we determine that you are in breach of these Terms, your access to the Platform will be terminated immediately.

9 Privacy

9.1 **For users based in Australia:** We collect, hold, disclose and use any personal information you provide to us in accordance with the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth).

9.2 **For users based in the United States of America:** We collect, hold, disclose and use your information in manner that is consistent with the obligations of 'business associates' within the meaning of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act and the related regulations promulgated by the HHS (HIPAA).

9.3 **For users based in the United Kingdom:** We collect, hold, disclose and use your personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

9.4 You can find more information about our privacy practices in our privacy policy (available on our website).

10 Notice Regarding Apple

10.1 To the extent that you are using or accessing our Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the Platform and any content available on the Platform.

10.2 Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.

10.3 If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.

10.4 Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.

10.5 Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.

10.6 You agree to comply with any applicable third-party terms when using our mobile application.

10.7 Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

10.8 You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

11 General

11.1 **Assignment:** You must not assign or deal with the whole or any part of your rights or obligations under these Terms without our prior written consent.

11.2 **Contracts (Rights of Third Parties) Act 1999:** If you are resident in the UK, then notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

11.3 **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

11.4 **Entire Terms:** These Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

11.5 **Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.

11.6 **Government End Users:** If you are an agency, department, or other entity of the United States Government, the following additional terms apply:

(a) our Services were developed solely at private expense and is a "commercial item" as defined under the Federal Acquisition Regulation, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in the Federal Acquisition Regulation and their agency supplements; and

(b) all United States Government users of our Services will have only those rights that are granted to all other end users of our Services pursuant to these Terms.

11.7 **Governing law:** These Terms are governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the courts operating in England and Wales.

11.8 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you sign up to the Platform. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

11.9 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

12 Definitions

12.1 **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

12.2 **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

12.3 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

12.4 **Operator Account** means an administrative account that enables users to manage their own personal details and account settings; upload medical scans to existing Patient Accounts; access patient information as necessary to perform their functions; and perform other operator functions as made available through the Platform from time to time.

12.5 **Organisation Account** means an administrative account that enables a user to manage, add, remove and administer Operator Accounts, reset passwords for Operator Accounts; freeze and reactivate Operator Accounts and Patient Accounts; access performance statistics and analytics relating to the Account Holder; and perform other administrative functions as made available through the Platform from time to time.

12.6 **Patient Account** means an account that enables users to view their complete scan history; manage their own personal details and account settings; access resources made available through the Platform; book scans from any operator across the network; and perform other patient functions as made available through the Platform from time to time.

12.7 **Your Data** means the information, including personal details, medical scans, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you into the Platform or stored by or generated by your use of the Platform, including any personal data collected, used, disclosed, stored or otherwise handled in connection with these Terms. Your Data does not include any data or information that is generated as a result of your usage of the Platform that is a back-end or internal output or an output otherwise generally not available to users of the Platform.

For any questions or notices, please contact us at:

Screen My Bones Ltd, a company registered in England and Wales, with company registration number 14247431

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