

Terms and Conditions

1. INTRODUCTION: By downloading or otherwise accessing "Implant Identifier" via the mobile app or website ("App"), you agree to be bound by the following terms and conditions ("Terms") and our privacy policy and our cookies policy. If you do not agree with these Terms, you should stop using the App immediately.

2. GENERAL RULES RELATING TO CONDUCT: The App is made available free-of-charge for the use by any medical professional for preoperative surgical planning or for anyone in need of orthopaedic implant identification. The App must not be used for any commercial purpose whatsoever or for any illegal or unauthorized purpose. When you use the App you must comply with all applicable US laws and with any applicable international laws, including the local laws in your country of residence (together referred to as "Applicable Laws").

You agree that when using the App you will comply with all Applicable Laws and these Terms. In particular, but without limitation, you agree not to:

(a) Use the App in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation) copyright infringement; or

(b) Attempt to gain unauthorized access to the App or any networks, servers or computer systems connected to the App; or

(c) Modify, adapt, translate or reverse engineer any part of the App or reformat or frame any portion of the pages comprising the App, save to the extent expressly permitted by these Terms or by law.

You agree to indemnify our company in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of the App otherwise than in accordance with these Terms or Applicable Laws.

3. CONTENT: The copyright in all material contained on, in, or available through the App including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof, and all source code, software compilations and other material ("Material") is owned by or licensed to our company. This specifically applies to all artist rendered graphic implant images which are presented on the app. All rights are reserved. Do not print or download extracts of the Material for your own personal use and likewise, you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material without Parth Desai's express permission.

The trademarks, service marks, and logos ("Trade Marks") contained on or in the App are owned by Parth Desai. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the Trade Marks without the prior written consent from Parth Desai.

4. LINK TO THIRD PARTIES: The App may contain links to websites operated by third parties ("Third Party Websites"). Our organization does not have any influence or control over any such Third Party Websites and, unless otherwise stated, is not responsible for and does not endorse any Third Party Websites or their availability or contents. We do not own any of the linked surgical technique protocols which are linked through the app and website.

5. PRIVACY POLICY: We take your privacy very seriously. The App will only use your personal information in accordance with the terms of our Privacy Policy (5), Implant Images Uploaded by User Policy (8), and PHI Containing Implant Images Policy (9). By using the App you acknowledge and agree that you have read and accept the terms of our app privacy policy and app cookies policy and these Terms.

6. DISCLAIMER / LIABILITY: Use of the application is at your own risk. The app is provided on an "as is" basis. To the maximum extent permitted by law: (a) our organization disclaims all liability whatsoever, whether arising in contract, tort (including negligence) or otherwise in relation to the app; and (b) all implied warranties, terms and conditions related to the app (whether implied by statute, common law or otherwise), including (without limitation) any warranty, terms or conditions as accuracy, completeness, satisfactory quality, performance, fitness for purpose or any special purpose, availability, non-infringement, or information accuracy. We accept to responsibility for any technical failure of the App; or any damage or injury to users or their equipment as a result of or relating to their use of the app.

Our organization will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the App, for any: (i) economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or (ii) loss of goodwill or reputation; or (iii) special or indirect or consequential loss.

Nothing in these Terms shall be construed as excluding or limiting the liability of organization or its group companies for death or personal injury caused by its negligence or for any other liability which cannot be excluded by US law.

7. SERVICE SUSPENSION: Our organization reserves the right to suspend or cease providing any services relating to the apps published by it, with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

8. MEDICAL/SURGICAL INFORMATION: The App may contain general medical or orthopaedic surgery related implant information. The medical and surgical information is NOT medical advice and should NOT be treated as such. The medical information on our app and website is provided without any representations or warranties, express or implied. We do not warrant or represent that the medical information on this website (a) will be constantly available, or available at all; or (b) is true, accurate, complete, current, or non-misleading. You must not rely on the information on our website as an alternative to medical advice from your medical doctor, orthopaedic surgeon, or any other professional healthcare provider. If you have any specific questions about a medical issue, you should consult the appropriate healthcare professional. In no event shall our organization be liable for any damages of any kind in connection to or arising out of orthopaedic implant content provided.

9. IMPLANT IMAGES UPLOADED BY USER: In return for use of our free services, all implant images scanned into the app for automatic recognition by the artificial intelligence ("AI") algorithm, will be uploaded to our secure server and

stored on our server temporarily, until such time that the image has been used to train our machine-learning based AI image classifier and expand our implant library. Images may be used to create artistically rendered 2D standard implant images to be displayed in our implant library. In order for the AI algorithm to accurately detect the make and model of a specific orthopaedic implant, it is necessary for the algorithm to view as many accurately labelled sample implants as possible. Thus, in return for using this free service, any and all images scanned into the app may potentially be used for improvement of our services. If you do not consent to our storing and using any scanned images, please delete the mobile app immediately and do not use any of the services provided by the App. Any user who uses our free services without consenting to our uploading and using of any scanned implant images, is in violation of our Terms and Conditions and is not permitted to use the App.

10. PHI CONTAINING IMPLANT IMAGES: Under no circumstances may any user of the App scan any implant image containing PHI (protected health information). This includes, but is not limited to patient identifying information, demographics, hospital information, or any textual or image content which may compromise any individual's privacy. If any image containing PHI is scanned to the App, we reserve the right to permanently ban the user perpetrating the breach in patient privacy, and report the user to the appropriate authorities.

11. GENERAL: These Terms (as amended from time to time) constitute the entire agreement between you and our organization concerning your use of the App. Our organization reserves the right to update these Terms from time to time. If it does so, the updated version will be effective immediately, and the current Terms are available through a link in the App to this page. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the new policy upon your continued use of the App. No other variation to these Terms shall be effective unless in writing and signed by an authorized representative on behalf of our organization.

These Terms shall be governed by and construed in accordance with US law and you agree to submit to the exclusive jurisdiction of the courts of the United States of America.

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

Our organizations failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing.