
TERMS AND CONDITIONS for using Quantib AI Body Comp (research version)

INTRODUCTION

This document describes the legal terms and conditions for using Quantib's Body Composition software ("Quantib Body Comp"). The software is a research version of a medical device under development and by making the software available to a limited number of medical professionals/radiologists (the "Users") the company collects feedback on the quality and usability of this software. The User may upload a number of scans to be processed by Quantib Body Comp and may receive a report of the output (the "Service").

1. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 1.1. By clicking on the button for the Service offered you accept all terms and conditions as a User of Quantib Body Comp. It entails your full acceptance of all articles without any reservations. Should you not agree with (any of) these Terms and Conditions, you will not be allowed to use the software and the related services and you will be fully liable for any damages that may ensue to Quantib or other third parties.

2. STRICTLY FOR NOT CLINICAL USE

- 2.1. The User is aware and agrees that the Quantib Body Comp software version as presented is strictly for non-clinical use. The User is allowed to use the software for research and testing purposes.
- 2.2. The User undertakes not to use the software for any purposes that are unauthorized. In particular clinical and commercial usage is strictly forbidden and the User will be liable to QUANTIB or to third parties for any damage or loss that may be caused as a result of a breach of such obligation.

3. OBLIGATIONS OF THE USER

- 3.1. The User is responsible for providing true and lawful information during registration. The use of false identities is strictly forbidden.
- 3.2. Only medical professionals are allowed to register.
- 3.3. The User will take every reasonable effort to keep the access password secret, will not hand it over in any form or format to other parties, whether temporarily or permanently, nor will the user allow outside parties to have access to it.
- 3.4. QUANTIB will have the right to immediately interrupt access to the software if it turns out that article 3.1 or 3.2 has been violated and will reserve the right to sue for any damages (e.g. due to ensuing privacy violations of third parties, or otherwise.) The User will be responsible for the unlawful use of the services by any illegitimate third party that employs a password as a result of a non-diligent use or the loss of the password by the User.
- 3.5. The User has the obligation to immediately notify QUANTIB by e-mail of any event that allows passwords to be misused, such as unauthorized access, theft, loss, or cybersecurity breaches of their accounts.
- 3.6. The User is obliged to give feedback.

4. UPLOADING CT SCANS

- 4.1. The User can upload anonymized CT-scans which then will be processed by the Service in which case the User is fully responsible for a correct anonymization process.
- 4.2. The User may also choose to upload non-anonymized scans in which case the Service will perform a standard anonymization process on the client-side prior to uploading, which will anonymize data strictly contained in the standard DICOM fields for personal information.
- 4.3. To be submitted data are DICOM files of non-contrast or contrast CTs with the L3 vertebra in field of view. The User is aware that any other type of scans can potentially not be processed, or will generate fully incorrect results.

- 4.4. QUANTIB declines any responsibility for potential data privacy violation in cases when the uploaded scans contain personal patient information in non-standard fields. The User is advised to check this before uploading.
- 4.5. By uploading CT scans you grant QUANTIB the right to process the scans via its proprietary Quantib Body Comp software. The User understands and accepts that the Service has the following limitations:
 - the software is a tool that is intended to *assist* the diagnostic process, which may offer new elements of analysis to the User, but the tool is not intended nor meant to replace the analysis and diagnosis of a medical professional, nor does it mean to give advice on a treatment plan or the follow-up of a treatment plan.
 - QUANTIB does not guarantee that its services (including the results thereof) are free from error, are 100% accurate, reliable and certain, have continuity over time or respond to certain expectations on the part of Users.
 - The current version of the software is a *research* version still in development and as such may contain errors and function sub optimally.

5. FORBIDDEN USAGE

- 5.1. The User will not use, or encourage, promote, facilitate or instruct others to use, the Services or the underlying server software or hardware for any illegal, harmful, fraudulent, infringing or offensive use, or transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive.
- 5.2. Prohibited activities or content include:
 - Any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including disseminating, promoting or facilitating child pornography, offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming.
 - Content that infringes or misappropriates the intellectual property or proprietary rights of others.
 - Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
 - Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.
 - Disseminating any information that is defamatory, harmful, obscene, threatening, xenophobic, incites violence, discriminates by reason of race, sex, ideology, religion or any other social or personal condition or circumstance, or that is in any way contrary to morals, public policy, fundamental rights, public freedoms, integrity, privacy or the image of third parties.
 - Accessing or using the system without permission, including attempting to probe, scan, or test the vulnerability of the system or to breach any security or authentication measures used by QUANTIB.
 - Monitoring of data or traffic without permission. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
 - Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
 - The User will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

6. DISCLAIMER OF LIABILITY

- 6.1. QUANTIB disclaims, and the User so accepts, any liability for the authorized use or unauthorized use of the Service.
- 6.2. QUANTIB disclaims, and the User so accepts, any liability for damage and loss of any kind that may be due without limitation to: the impossibility of providing the service or permitting access for reasons not attributable to QUANTIB, due to the User, third parties or events of force majeure.
- 6.3. With respect to the information provided by the Service or to which the User may have access as a result of the links posted on the same, QUANTIB in no way guarantees either access at a given time to such information, or its accuracy, updates, suitability or usefulness for the aims sought by the User.
- 6.4. QUANTIB disclaims, and the User so accepts, any liability for the use that the User makes of the Service. QUANTIB reiterates that the tool is aimed to assist the User in his or her research and that the service has not been designed to replace the analysis, diagnosis and research results prepared by a medical professional and/or medical researcher.

7. PUBLICATION RIGHTS

- 7.1. The User has the right to use the reported results for their own research.
- 7.2. The User also has the right to use the reported results of the Service in any scientific publication provided QUANTIB is mentioned as the provider of the tool which generated these results.

8. PERSONAL DATA PROTECTION

- 8.1. QUANTIB complies with the EU regulations, (EU) 2016/679 regulation of 27 April 2016 (GDPR).

- 8.2. The User agrees not to include any personal data other than gender and age in the uploaded scans.
- 8.3. Due to these measures QUANTIB does not have access at any time to personal data, and is therefore released from any liability in relation to same.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Quantib Body Comp software and without limitation, texts, images, icons, and other audiovisual content and source codes are the copyright and intellectual property of QUANTIB.
- 9.2. The Quantib trademark is registered in Europe and in the USA as sole property of QUANTIB.
- 9.3. The limited use of the Quantib Body Comp software under these conditions should not be considered as constituting the grant of a current or future license to use it in any other way.
- 9.4. The reproduction in whole or in part, in any way, of the content, trademarks, trade names and distinctive signs included in the Quantib Body Comp software and the distribution or public communication of same, without QUANTIB's express authorization is totally prohibited and shall be pursued in the civil and, where applicable, criminal courts, in accordance with applicable national laws and international treaties.
- 9.5. The User also accepts and consents that the use of the Software involves the assignment, on an exclusive basis and free of charge, to QUANTIB of the exploitation rights in the output of the scan processing, including rights of use, dissemination, distribution, display, public communication, disclosure and reproduction, and also the right of transformation for the publication and/or promotion on any printed or digital media.
- 9.6. The submitted data can be used to test or improve Quantib software and all the improvements that arise as a result are the sole intellectual property right of QUANTIB and the User expressly waives any claims or copyrights that might be linked to the usage of submitted data.
- 9.7. QUANTIB recognizes that it has no property rights on the data that are submitted and these belong solely to the User and/or the healthcare institute/department he/she is working for.

10. PERSONAL INFORMATION AND GDPR

- 10.1. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all personal information you supply is encrypted during transit via Transport Layer Security (TLS) protocol. We also perform regular Malware scans on all our systems.
- 10.2. To ensure the collecting and processing of your Personal Data serves the intended purpose, we have appointed a Data Controller. The Data Controller is the person who (either alone or together with other persons) determines the purposes for which and the manner in which Personal Data are, or are to be processed.
- 10.3. In the unlikely event a data breach should occur, we will take immediate action and notify you via email without undue delay as specified by the GDPR.
- 10.4. At all times you have the right that any personal information we store about you as a User will be deleted from our databases. We will do so on your request.

11. SEVERABILITY OF THE CLAUSES

- 11.1. If any of the clauses included in this document is declared wholly or partially null and void or ineffective because it breaches applicable legislation, it shall be deemed not to have been included.

12. MISCELLANEOUS

- 12.1. QUANTIB may, at any time and without prior notice, amend the Terms and Conditions. QUANTIB will however give notice to such changes so that Users may be aware of the changes.

13. APPLICABLE JURISDICTION AND LEGISLATION

- 13.1. The Terms and Conditions in this document are governed by Dutch law. QUANTIB and the User, expressly waive any other jurisdiction to which they may be entitled and submit to the jurisdiction of the courts of the city of Rotterdam, The Netherlands.

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