

CONDITIONS OF USE AND ACCESS OF THE SITE AND THE APPLICATIONS

Last update on July 8th, 2024

Warning to be read carefully

1. This document contains important information about the terms and conditions (hereinafter "Conditions") for accessing and using the site accessible at www.imaios.com (hereinafter "Site") and the applications, including but not limited to, e-Anatomy, vet-Anatomy, QEVLAR Radiology, IDV Dicom Viewer, Anatomy Ninja Lower Limb and Anatomy Ninja Upper Limb available on Google Play and Apple Store (hereinafter "Applications"), which apply between the company that publishes the Site and the Applications and all the users of the Site and Applications (hereinafter referred to as the "User").

2. The Site and the Applications may only be used for informational purposes. With the exception of certain applications, such as Anatomy Ninja Lower Limb and Anatomy Ninja Upper Limb, which are intended to be educational and entertaining, the Site and the Applications are intended only for use by knowledgeable healthcare professionals and those who are already engaged in a training process, independent of the Site and the Applications, to become professionals. Therefore, if you are not in this situation, with the exception of the Anatomy Ninja Lower Limb and Anatomy Ninja Upper Limb applications, please leave the Site and the Applications, which are not intended for you.

The Site and the Applications can in no way answer the public's medical questions. They are not intended to replace the relationship between the patient and his health care professional or to replace his medical advice. The Site and the Applications have not been tested or approved for clinical use. They are not medical devices and are not certified as such. They may not be used as diagnostic tools.

In general, we recommend that you systematically seek the advice of your usual doctor before consulting any Internet sites and applications with medical content.

3. By accessing the Site or the Applications and their content, or by using any of the services offered on the Site and within the Applications, you fully and unreservedly accept these Conditions as defined below and you declare that you are bound by these Conditions for an indefinite period of time, whether or not you are a healthcare professional. They include various limitations and exclusions of liability, as well as a jurisdictional clause governing the handling of any dispute.

By accessing the Site or downloading one of the Applications, you acknowledge that you are aware of the Privacy and Data Protection Policy practiced by the Editor and accessible at <https://www.imaios.com/en/privacy-policy>, on any page of the Site and within each Application. You declare that you do not object to this Privacy and Data Protection Policy implemented by the Editor.

4. These terms are subject to change at any time and without notice; they are systematically brought to the attention of any person accessing the Site or an Application by a link accessible on all pages of the Site and within each Application. We therefore thank you for regularly consulting these terms and their update.

If you do not accept all or part of the Conditions, you are requested to renounce all use of the Site and the Applications and to leave them.

5. These terms apply exclusively to your access to and use of the Site and the Applications; they do not alter the terms or conditions of any other agreement you may have with the Editor.

1. PRESENTATION OF THE SITE AND THE APPLICATIONS

1.1. Description and objectives of the Site and the Applications

Both the Site and the Applications are intended exclusively for an audience of knowledgeable healthcare professionals, with the exception of the Anatomy Ninja Lower Limb and Anatomy Ninja Upper Limb applications, which are intended for a broader audience (hereinafter "User(s)"). They are designed for educational purposes and contain medical information (articles, illustrations, tools and other resources, etc.).

1.2. Origin of the Site and the Applications

The Site and the Applications are published by the company IMAIOS, SAS, with a capital of 37000 €, whose registered office is IMAIOS SAS, 2 Allee Charles Darwin, 34170 Castelnau-Le-Lez, France, registered under the identification number 505 111 716 with the trade and company register of Montpellier (hereinafter referred to as the "Editor").

The director of the publication is Mr Denis Hoa.

1.3. Hosting of the Site

The Site is hosted by Amazon Web Services, Inc. whose registered office is 410 Terry Ave North, Seattle, WA 98109-5210, United States.

1.4. Regular contributors

All members of the IMAIOS team contribute regularly to the provision of medical information on the Site and the Applications, and in particular its managers:

Denis Hoa, Doctor of Medicine, graduate of the Faculty of Medicine of Montpellier, DES Radiodiagnostic et Imagerie médicale, Laureate of the Faculty of Medicine of Montpellier, Holder of a Master 2 Recherche en Radiophysique et Imagerie médicales,

and

Antoine Micheau, Doctor of Medicine, graduate of the Faculty of Medicine of Montpellier, DES Radiodiagnostic et Imagerie médicale.

1.5. Financing of the Site and the Applications

The Site is financed by the Editor and the Users' subscriptions. The Applications are financed by the Editor and by the integrated purchases made by the Users, the Applications being of freemium type.

The shareholders of the Editor have no direct or indirect link with the pharmaceutical industry.

2. ACCESS TO THE SITE AND APPLICATIONS

2.1. Open access and registration

2.1.1. The Site

The Site is free and in free access. However, the Editor reserves the right to make access to all or part of the Site subject to payment, unilaterally and without prior notice.

Access to certain areas of the Site may be subject to prior registration according to a procedure explained on this occasion. If necessary, the Editor reserves the right to suspend, limit or refuse access to the Site, unilaterally and without prior notice, to any registered User (hereinafter "Registered User") who does not respect the Conditions.

2.1.2. The Applications

The Applications (including but not limited to e-Anatomy, vet-Anatomy, QEVLAR, IDV Dicom Viewer, Anatomy Ninja Lower Limb et Anatomy Ninja Upper Limb) each and individually are based on a set of instructions, programs, and rules. They are the expression of a unique source code created by the Editor.

Each of these Applications is an original software in accordance with the provisions of Article L112-2 13° of the French Intellectual Property Code.

These Applications are more than the simple implementation of an automatic logic.

Each one has lines of programming, codes, a structure and language of development which are the reflection of creative choices and an intellectual contribution of the Editor.

The Applications are free and freely downloadable on the Google Play and Apple Store platforms. However, some options are not free and the Editor reserves the right to charge for access to functions that are initially free, unilaterally and without notice.

2.2. Updating, interruption and availability of the Site and the Applications and their content

The Editor may, at any time, modify or delete information made available on the Site and/or any Application. It reserves the right to interrupt, temporarily or permanently suspend or modify access to all or part of the Site and the Applications, in order to ensure maintenance, or for any other reason, without this interruption giving rise to any obligation or compensation. Access to the Applications may also be interrupted or suspended due to unilateral decisions by Google Play or Apple Store.

Product and service specifications are subject to change without notice. Furthermore, IMAIOS does not guarantee that the products or services that are listed online or on the Applications will be available at the time of your order.

2.3. Scope

It is hereby expressly agreed that the granted access only allows the User to visit the Site and the Applications.

The User acknowledges that these Terms do not confer to the User any title of intellectual property rights (in particular as trademarks, designs or models) on the Site and the Applications.

3. SPECIFIC COMMITMENTS OF USERS

By using the Site and the Applications, the User agrees in particular not to:

- share his credentials with another user, each account being for strictly individual use;
- disrupt or interfere with the security of the Site and the Applications and their Content, resources (servers or networks connected to or accessible through the Site);
- disrupt or interfere with the enjoyment of any other User;
- upload, post or otherwise transmit through or on any site any virus or other harmful file;
- transmit through or on the Site or the Applications any type of unsolicited mass email to persons or entities who have not agreed to be part of such mailings;
- attempt to gain unauthorized access to the Site or the Applications or portions of the Site or the Applications that are restricted;
- use the Site or the Applications to seek, provide or obtain specific medical advice, medical opinion or diagnosis;
- use the Site or the Applications to seek, provide or obtain answers and/or specific lessons applied to a specific health-related examination;
- re-use the content of the Site or Applications outside the conditions set out in article 7.2.

4. QUALITY AND USE OF THE INFORMATION PROVIDED

4.1. Quality

The Editor endeavors to take the greatest care in the quality of the information provided on the Site and the Applications and in their regular updating. However, the Site and the Applications may

contain erroneous or inaccurate information, omissions or data published independently of the Editor's wish.

The Editor assumes no obligation to update the information available on the Site and the Applications.

The source of the data published on the Site and the Applications is explicitly mentioned with, if necessary, a hyperlink to this source. The date of the last modification appears clearly on the page of the Site or the Application concerned.

4.2. Usage

The Editor particularly draws the attention to the fact that the information published on the Site and on the Applications remains only indicative and for educational purposes without any express or tacit guarantee of any kind, for the exclusive use of health professionals duly authorized to practice in France or in their country of origin and health students, with the exception of the Applications which may be intended for a wider public.

This information shall in no way replace the opinion of health professionals or be considered or interpreted as advice or a recommendation of any kind.

The User shall not under any circumstances use the Site or the Applications to describe a condition, make a diagnosis, decide on a treatment or make any medical decision in the treatment of patients.

The User is in any case the only one responsible for the use of the information made available to him. He is invited to use it with discernment and to use his own professional judgment to evaluate it. The Editor further advises the systematic consultation of other sources of information.

5. AVAILABILITY OF PRODUCTS OR SERVICES

Any reference to an Editor product, application or service on the Site or the Applications does not imply that such product or service is or will be available in your country, where it may be subject to different regulations and conditions of use. This reference does not imply any intention on the part of the Editor to sell such product, application or service in the User's country. The Site and the Applications contain information on products and services that may or may not be available in all countries of the world. The User must ensure, prior to any use of the Site, the Applications or the products/services accessible via the Site and the Applications, that such use does not violate the laws of his country of residence.

The User is solely responsible for verifying whether the content of the Site, the Applications (or the products/services accessible from the Site or the Applications) complies with the legislation of the country from which he accesses the Site or the Application. The User is thus prohibited from using the Site or the Applications in a manner contrary to the legal, regulatory or ethical provisions applicable under the law of the country from which he accesses the Site or the Applications. The responsibility of the Editor or any other party involved in the creation and operation of the Site or

the Applications shall not be engaged in case of non-compliance with the legislation of the country where the Site or the Applications are used.

6. LIABILITY AND WARRANTY

6.1. Exclusion of liability and warranty of the Editor

The use of the Site, the Applications and their information is the sole and entire responsibility of the Users.

Consequently, the responsibility of the Editor, its partners, its employees or any other party involved in the creation and operation of the Site and the Applications shall not be engaged because of any prejudice or damage, direct or indirect, of any nature whatsoever, resulting from access, use, even partial, or interpretation of the information on the Site or the Applications.

6.2. Liability and warranty of the User

The User guarantees and indemnifies the Editor, its partners, its employees or any other party involved in the creation and operation of the Site or the Applications against any action or claim from a third party due to the use of the Site or the Applications by the User or any harmful consequences directly or indirectly related to the use he makes of the Site or the Applications.

The User thus takes in charge the entirety of the damages to which the Editor, its partners, its employees or any other party implied in the creation and the exploitation of the Site and the Applications could be condemned as well as the legal expenses and the exposed fees.

Finally, the Editor cannot be held responsible for the content of the messages left on the discussion forums of the Site and, where applicable, of the Applications, which are only moderated a posteriori and which are only binding on their authors.

6.3. Hyperlinks to third-party sites

The Site and the Applications are likely to contain hypertext links to other Internet sites managed by third parties. However, the Editor cannot proceed to the regular verification of the quality of these linked sites. The Editor cannot be held responsible for the content of these sites, nor for the services offered on these sites.

In addition, a summary and/or a link to a third party site does not imply that the Editor approves the site or the products or services on these third party sites. It does not guarantee the accuracy of any content referenced in such third party sites and will not be liable for any damages or injury resulting from access to or inability to access such sites.

7. OWNERSHIP OF THE SITE, APPLICATIONS AND THEIR CONTENT

7.1. Protection of the content of the Site and the Applications

All intellectual property rights on the Site, the Applications and their content (hereinafter "Content") including texts, databases, software, applications, slideshows, logos, images, drawings, graphics, animated sequences, sounds, videos are the property of the Editor or third parties having authorized the Editor to use them.

The whole of this Content is thus protected by the French and international legislations in particular on the copyright, the designs and models law, the trademark law, the database law.

The names and brands mentioned on the Site and the Applications are registered trademarks of the Editor or its beneficiaries.

It is explicitly agreed that the granted access to the Site and the Applications shall not be interpreted as a license granted to the User on the intellectual property rights held by the Editor. Therefore, any reproduction, imitation and more generally any exploitation of these trademarks are prohibited, with the exception of the use of the Editor's trademarks to specify the origin of content reproduced by the User, in accordance with 7.2.

7.2. Use of the Site and the Applications - License granted

The Site and the Applications are intended exclusively for the personal and private use of the User.

The Editor grants the User a worldwide, non-exclusive, non-transferable, non-assignable, revocable license to use the Site and Applications for the duration of this Agreement and under the conditions set forth. The User acknowledges that the Site and Applications contain exclusive content, information, and materials that are protected by applicable intellectual property laws, in particular, copyright law. IMAIOS holds the intellectual property rights, including copyright, to the Site and Applications. The User acquires only a grant of rights, without any transfer of ownership.

The User is authorized to print or download the pages of the Site or print or take screenshots of the pages of the Applications under the following cumulative conditions:

- printing or downloading or, if applicable, printing or capturing, in a partial and reasonable manner (i.e. maximum 10% of the Site or the Application);
- no removal of any proprietary notices from the content, no modification of the content;
- use of printed, captured or downloaded information only for the personal and private use of the User, for non-commercial purposes.

The Editor also authorizes the User to reproduce, in public communications such as blog articles or training courses, reasonable extracts from the content of the Site or Applications, which may go beyond the criteria applicable to the short quotation exception.

Any such use must however mention the origin of such content, specifying “Copyright: Antoine Micheau and Denis Hoa, IMAIOS company: www.imaios.com” and, depending on the circumstances, “e-Anatomy” or “vet-Anatomy”, accompanied by the corresponding logo.

The User must also notify by email the Publisher of such reproduction as soon as it occurs, in order to enable the latter to ensure *a posteriori* that the use is reasonable, failing which it may, without the need to justify itself, demand the cessation of use of the content, which must be applied without delay by the User.

Any other use (in particular any reproduction, representation, modification, adaptation, distribution for commercial purposes, lucrative or not) that does not meet these criteria is strictly forbidden except prior express written agreement of the Editor.

7.3. Hypertext links to the Site

It is not permitted to set up direct links to documents or pages within the Site, except with the prior authorization of the Editor.

All links to the Site must be approved in writing by IMAIOS, except in the following case:

- the link is a text link to the home page of the Site and not to pages of the Site;
- the link must display the homepage of the Site in full screen and not in a frame;
- the appearance, position, and other aspects of the link must not create the false impression that an entity or its activities or products are associated with the Editor.

In any event, the Editor reserves the right to withdraw its consent for a link without cause or notice, at any time.

7.4. Assignment of Rights to User Contributions

7.4.1. Subject

On the Site and certain Applications, the User has the possibility of submitting contributions, which may be of various kinds and may include, but are not limited to, images, drawings, diagrams, definitions of medical or anatomical terms, translations, anatomical labels, clinical cases...

These contributions are systematically voluntary and are made by means of contribution buttons or links available on the Site and the Applications concerned.

By virtue of these terms of use, to which reference is made when such a contribution (hereinafter the "Contribution") is made, the User assigns to the Editor, upon submission of his Contribution, all intellectual property rights relating to his Contribution, for the legal duration of protection of these rights and for the entire world.

7.4.2. Rights assigned

These rights include in particular the rights of reproduction, representation and adaptation as well as the secondary rights as these rights are defined below:

7.4.2.1. For the reproduction right

- The right to reproduce, fix, duplicate, print or record all or part of the Contribution, temporarily or permanently, on any medium, in any format, whether or not associated with other works of any kind, whether of the same or different genre, or whether or not integrated into such works, this reproduction right including the right to reproduce the Contribution permanently or temporarily in whole or in part, by all means and processes, in all forms, in particular for any loading, display, execution, transmission or storage operation, on all media, known or unknown to date, and in particular digital and opto-numeric, magnetic and analog, on paper and similar media, using all framing ratios, on any site and any application;
- The right to publish, distribute, market, offer for sale, broadcast, publish and republish, exploit, grant or transfer rights of use, rent, lend, by any means, reproductions of all or part of the Contribution, in its original version or in a version as previously defined, all of which may be paid for or free of charge;
- The right to make and have made, without limitation as to the number of copies, all originals, duplicates or copies, on all analog and digital media, in all formats and by all processes known or unknown to date, from the Contribution.

7.4.2.2. For the representation right

- The right to represent, disseminate and exploit all or part of the Contribution in its original version or in a version as previously defined, whether or not associated with other works of any kind whatsoever, of the same or different genre, by broadcasting on electronic communication networks, by broadcasting and public communication by wire or wireless means, by public projection, by transmission in a public place of the work broadcast or communicated to the public, by public presentation and all other means ;
- The right to distribute or have the Contribution distributed on the Internet and the mobile telephone network, by all processes inherent in this mode of operation, whether known or unknown at the time of writing, and in particular by reproduction on any computer, digital or optodigital server, by on-demand distribution free of charge, by streaming involving temporary reproduction without the possibility of downloading by the viewer of the Contribution, by permanent or temporary downloading, by representation on the screens of terminals used to connect to the Internet and whatever the communication channel, mobile telephone line, cable, fibre optics, satellite, Wi-Fi etc. , with a view to communicating the Contribution to the public, with or without encryption, both for individual and collective reception. This right includes, in particular, advertising use, distribution on social networks and video hosting sites;
- The right to broadcast the Contribution, with or without encryption, for the purposes of both individual and collective reception, by all processes inherent in this mode of exploitation;
- the right to present the Contribution to the public at events open to the public, exhibitions, public screenings, festivals and promotional events.

7.4.2.3. For the right of adaptation and secondary exploitation

- The right to translate, arrange, modify, adapt, transform, modulate, compress, change the format and resolution, dub, crop, caption, comment on the Contribution, add music, a still image or a sequence of moving images to the Contribution, create any derivative or

composite work incorporating the Contribution or borrowing from the Contribution, in whole or in part and in any written, oral, telematic or digital form, etc, for the purposes of all types of exploitation;

- The right to market, distribute and sell any product incorporating the Contribution as an accessory or in a substantial manner, such as, in particular, works of applied art, motifs, product designs, packaging and clothing.

The User further grants the right to assign or license to any third party all or part of the intellectual property rights granted hereunder in the Contribution.

This assignment of rights shall not be construed as conferring on the Editor any obligation to exploit the Contribution.

This assignment is made free of charge, which the User expressly accepts, in view of the lack of exclusivity and the general interest of the contributions.

The Editor shall have the right to take any action to stop any infringement or illegal exploitation of the Contribution.

7.4.3. Guarantees

The User warrants to the Editor that he will enjoy and exercise the rights attached to the Contribution and assigned hereunder. The User warrants to the Editor that the User is the sole owner of the rights granted to the Editor or that the User has obtained all necessary authorizations for this transfer. The User shall indemnify and hold the Editor harmless from and against any and all claims, actions, demands, oppositions, liabilities, losses, damages, costs or expenses incurred by the Editor arising out of or relating to the User's breach of this agreement or any claim, action, demand or proceeding brought by any third party alleging that the Contribution infringes or is likely to infringe his intellectual property rights or those of a third party. In such case, the User shall bear all costs incurred by the Editor in its defense, including any amounts that the Editor may be ordered to pay by a court of law.

8. Miscellaneous provisions

8.1. Duration

The Editor may terminate, modify, suspend or interrupt any access and use of the Site or the Application. He may remove, modify any content of the Site or the Application. It may impose limits on certain features and services or restrict access to all or part of the Site or the Application without notice or liability. The Editor reserves the right to terminate the authorization to use the Site, at any time and at its sole discretion.

8.2. Translation

The translation of the Conditions into any other language is provided for information purposes only. In the event of any inconsistency between the translated version and the French version, the French

version shall prevail and be the only version that is binding on both parties and governs the relationship with the Editor.

8.3. Complaints

All complaints and reports of any abuse (for example, concerning a contentious contribution on the Site's discussion forums) or infringement of intellectual property rights must be made in writing to the contact address mentioned below.

In case of infringement of intellectual property rights, the following information must be provided:

- Identification, contact details and signature of the owner of the rights claimed to have been infringed;
- Mandate, if any, of the owner's representative for the purpose of issuing the notice of infringement;
- Precise description of the elements that do not respect the rights of the said owner and whose removal from the Site or an Application is requested;
- Declaration on honor confirming the accuracy of the information transmitted to the Editor.

Moreover, the User who would have the status of consumer is informed of the possibility of referring free of charge to a consumer mediator, and more precisely to the Center of the Mediation of Consumption of Conciliators of Justice, whose Internet site is <https://www.cm2c.net>

8.4. Non-waiver

The fact that the Editor does not take advantage of a breach by the User of any of the legal obligations or obligations referred to herein shall not be interpreted for the future as a waiver of the obligation in question and of the right to take advantage of this breach later.

8.5. Severability

If any provision of the Conditions is invalid under any law or any other rule of law, it shall be deemed unwritten, without invalidating the Conditions as a whole.

8.6. Applicable law and jurisdiction

The Site and the Applications are designed in France. They are hosted in the United States. The Conditions are subject to the application of French law. In the event of a dispute concerning the application or interpretation of the Conditions or, more generally, the use of the Site and the Applications by any individual or legal entity, it is expressly agreed that the French courts shall have sole jurisdiction, even in the event of multiple defendants or third-party claims.

8.7. Contact

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