
TERMS AND CONDITIONS for using the Quantib® Cloud Trial

INTRODUCTION

This document describes the legal terms and conditions for using the **Quantib® Cloud Trial**, which is part of the Quantib Cloud Services. The secure link is a gateway to a secured online repository, where medical/non-medical professionals (“**Users**”) can store data for further assessment including but not limited to compatibility testing, troubleshooting and clinically related questions by a Quantib representative.

1. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 1.1. By logging into your provided user account for the service offered you accept all terms and conditions as a User of the Quantib® Cloud Trial. 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. OBLIGATIONS OF THE USER

- 2.1. The User is responsible for providing true and lawful information during uploading. The use of false identities is strictly forbidden.
- 2.2. The User will not hand over the weblink in any form or format to uninvolved parties, whether temporarily or permanently, nor will the user allow outside parties to have access to it.
- 2.3. 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 unlawful use of the services by any illegitimate third party as a result of a non-diligent use by the User
- 2.4. The User has the obligation to immediately notify QUANTIB by e-mail of any event that can compromise the Quantib® Cloud Trial such as unauthorized access, theft, loss, or cybersecurity breaches of their work and/or personal accounts.
- 2.5. The User is obliged to give feedback on any (technical) functionalities & implications of Quantib® Cloud Trial.

3. UPLOADING SCANS

- 3.1. The User can upload scans (MRI, CT, X-ray etc.) which will be automatically anonymized at the User’s site and then processed as anonymous data by QUANTIB.
- 3.2. The submitted scan is required to be in DICOM format. QUANTIB can ask the User to upload scans that are compliant to certain product-specific input parameters. The User is aware that scans deviating from the required input format or parameters may potentially not be processed or may generate incorrect results.
- 3.3. QUANTIB declines any responsibility for potential data privacy violation in cases when the uploaded scans contain personal/health information in non-standard DICOM fields. The User is advised to check this before uploading.
- 3.4. By uploading scans, you grant QUANTIB the right to process the scans via its proprietary Quantib software.

4. FORBIDDEN USAGE

- 4.1. The User will not use, or encourage, promote, facilitate, or instruct others to use, the Quantib Secure Upload or the underlying 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.
- 4.2. 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, mining of cryptocurrency, 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.
- Using parts and/or results of the Software outside of the Software as provided by Quantib Cloud Services, including disassembly, reverse engineering, custom client requests or any other method.
- Using the weblink 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.

5. DISCLAIMER OF LIABILITY

- 5.1. QUANTIB disclaims, and the User so accepts, any liability for the authorized use or unauthorized use of the Quantib Secure Upload.
- 5.2. 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.
- 5.3. 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.
- 5.4. QUANTIB disclaims, and the User so accepts, any liability for the use that the User makes of the Quantib Secure Upload. QUANTIB reiterates that the tool is aimed to assist the User in his or her request 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.

6. PUBLICATION RIGHTS

- 6.1. The User has the right to use the reported results for their own research or documentation.
- 6.2. The User also has the right to use the reported results of the Quantib® Cloud Trial via the QUANTIB representative in any scientific publication, after official approval by a QUANTIB representative, provided QUANTIB is mentioned as the provider of the tool which generated the results.

7. PERSONAL DATA PROTECTION

- 7.1. QUANTIB complies with the EU regulations, (EU) 2016/679 regulation of 27 April 2016 (GDPR).
- 7.2. 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.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. The Quantib® Cloud Trial and without limitation, texts, images, icons, and other audiovisual content and source codes are the copyright and intellectual property of QUANTIB BV.
- 8.2. The Quantib trademark is registered in Europe and in the USA as sole property of QUANTIB BV.
- 8.3. The use of the Quantib® Cloud Trial under these conditions should not be considered as constituting the grant of a current or future license to use it in any other way.
- 8.4. The reproduction in whole or in part, in any way, of the content, trademarks, trade names and distinctive signs included in the Quantib® Cloud Trial 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.

- 8.5. The User also accepts and consents that the use of the Quantib® Cloud Trial 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.
- 8.6. The submitted data can be used to test or improve Quantib’s software & algorithms 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.
- 8.7. 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.

9. PERSONAL INFORMATION AND GDPR

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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 upon your request.

10. SEVERABILITY OF THE CLAUSES

- 10.1. 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.

11. MISCELLANEOUS

- 11.1. QUANTIB may, at any time, amend the Terms and Conditions as part of the QUANTIB Privacy Policy. Updates on the Terms & Conditions can be found on the Privacy Policy page of the QUANTIB website.

12. APPLICABLE JURISDICTION AND LEGISLATION

- 12.1. 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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