

## **TERMS & CONDITIONS**

Last Updated: 29.09.2023

CRANIOCATCH MEDİKAL VE DENTAL BİLİŞİM TEKNOLOJİLERİ ANONİM ŞİRKETİ / CRANIOCATCH MEDICAL and DENTAL INFORMATION TECHNOLOGIES INC. (may be referred to as “we”, “us” or “CranioCatch Inc.”)

Customer is referred to as “you”, “data subject”.

This Terms & Conditions has been prepared for the use of Software as a Service (“SaaS”) product of CranioCatch Inc.

By creating a user account on the company website, you are accepting the terms and conditions.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the terms “you”, “Customer” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these Terms, you must not accept this Agreement and may not access or use “CranioCatch.com and CranioCatch Software” (“Service and/or Product”).

### **PURPOSE OF THE SERVICE**

CranioCatch Software is an artificial intelligence (AI) solution in dentistry. With AI supported health technologies we help patients to make diagnosis, follow up and treatment processes fast and personalized. CranioCatch Software has 5 different modules: “2D Radiological Report Module”, “3D Radiological Report Module”, “Orthodontic Analysis Module”, “Dentistry Education Module”, “Labeling Module”.

### **TERMS of USE**

- You may access and use the Service if you are 18 years of age or older and not prohibited by applicable laws from receiving such services.
- By using the Service, you agree to pay the subscription fees according to your chosen subscription plan.
- We will provide you access to the Service in accordance with this Agreement and the relevant Subscription Sign-up Page during your subscription period. Upon timely payment of your subscription fees, we grant you and your authorized employees, agents, and independent contractors a non-exclusive, non-transferable right to use the Service solely for your company's business operations during the subscription term. Any other use of the Service by you or any other person, entity, corporation, or business is strictly prohibited and constitutes a breach of this Agreement.
- You must take all reasonable measures to prevent any unauthorized access or use of the Service. In the event of any such unauthorized access or use, you agree to promptly notify us.

▪ Certain actions are prohibited in your use of Craniocatch Inc's services. You agree not to engage in or permit any third parties to:

- Display, distribute, publish, reproduce, duplicate, sell, modify, or transmit any part of our services for commercial purposes without a written agreement between you and Craniocatch Inc.
- Resell, rent, lease, loan, sublicense, distribute, or otherwise transfer rights to our services.
- Modify, reverse engineer, decompile, or disassemble our services.
- Copy, adapt, alter, modify, translate, or create derivative versions of our services without prior written authorization from Craniocatch Inc.
- Use any results obtained from our services, such as diagnostic reports or output data, for the development of similar or derivative software without prior written authorization from Craniocatch Inc, which may be subject to specific terms and conditions outlined in an addendum to this Agreement.
- Share any output data from our services with third parties who may use it to develop similar or derivative software.
- Employ automated or programmatic methods to extract data or output from our services, including but not limited to scraping, web harvesting, or web data extraction.
- Allow others to use our services, including shared use via network connections, except as permitted under the terms of this Agreement.
- Circumvent or disable technological features or measures in our services designed to protect intellectual property rights.
- Use our services in conjunction with any device, program, or service intended to circumvent technological measures controlling access to copyrighted content or protected works.
- Use or access our services to compile data for competitive products or services.
- Access our services for monitoring availability, performance, or functionality, or for benchmarking or competitive purposes.
- Engage in any illegal conduct using our services.
- Upload or transmit communications or documents that infringe upon the rights of any party.
- Upload any media containing expressions of hate, abuse, offensive content, obscenity, pornography, sexually explicit material, or any content that may result in civil or criminal liability under applicable laws or regulations, or that conflicts with this Agreement and Craniocatch Inc's Privacy Policy.

- Upload any material containing software viruses or other malicious code designed to disrupt or limit the functionality of any computer software, our services, or the Craniocatch Inc website.
- We reserve the right to terminate your access to and use of our services and website if we reasonably believe you have violated the terms of this Agreement, acted inconsistently with its spirit or intent, infringed upon our rights or the rights of any third party, failed to make appropriate payments for access to our services, or for any other reason, with or without prior notice to you.
- "To access and use our Service, you will need to provide certain registration details and other information. By registering an account ('Account') on our Website and/or Software, you acknowledge and confirm that all information you provide is accurate, up-to-date, and complete. Your information is handled in accordance with our Privacy Policy and you consent to all actions we take in line with our Privacy Policy.
- You agree not to disclose your Account password to anyone and must promptly inform us of any unauthorized access or use of your username, password, or any security breach. You are responsible for all activities conducted under your Account, whether or not you are aware of them.
- You have the sole responsibility for the actions taking place within your Account, including safeguarding your personal data and maintaining the confidentiality of your user information and password. You must immediately report to us any unauthorized use of your Account or any breach of your Account information or password. Craniocatch Inc will not be held liable for any losses incurred due to the use of your username or password by others, whether with or without your knowledge.
- To use the Service, you must comply with the terms of this Agreement. You shall not use the Service for any purposes prohibited by this Agreement. You are fully responsible for all your actions related to the Service and must adhere to all relevant local, state, national, and international laws, as well as any applicable regulatory codes.

## **INTELLECTUAL PROPERTY RIGHTS and CONFIDENTIALITY**

### ***Intellectual Property***

- Craniocatch Inc retains full legal ownership, title, and all rights pertaining to the Service, including any intellectual property rights such as patents and brand protection.
- You recognize that your rights to the Service are provided through a license and not through a sale. You do not possess any rights to the Service beyond the right to utilize it as specified in these Terms and Conditions, exclusively for clinical purposes.
- You acknowledge that you do not have the right to access the Service in its source code form, unlocked coding, or with comments, unless required by applicable law.
- These Terms and Conditions do not grant you any rights concerning Craniocatch Inc's trademarks, patents or brands.

## ***Confidentiality***

- 'Confidential Information' encompasses all confidential data shared by Craniocatch Inc with you, whether verbally or in writing, that is identified as confidential or should reasonably be understood as such given the information's nature and the context of disclosure.
- Craniocatch's Confidential Information includes the Service, along with business and marketing strategies, technology and technical data, product concepts and designs, and business processes revealed by Craniocatch Inc. to you during your use of the Service or otherwise.
- Confidential Information excludes any information that becomes publicly known without violating any obligations to Craniocatch Inc.
- You pledge to exercise the same level of care to safeguard the confidentiality of Craniocatch Inc's Confidential Information as you would for your own confidential data, but no less than a reasonable degree of care, and agree not to use any Confidential Information for purposes beyond the scope of this Agreement.

## **DATA PRIVACY**

Please read our Privacy Policy carefully. All of the terms and conditions outlined in the Privacy Policy are also applicable and binding for this text.

- As a hospital / dentist / dental clinic You act as the data controller for any Patient Data processed for dental treatment purposes and bear the responsibility for ensuring compliance with Data Protection Laws concerning Patient Data."
- As a Data Processor, Craniocatch will refrain from utilizing or repurposing the data for any objectives beyond those explicitly defined in these Terms and Conditions. Craniocatch will also refrain from sharing this data with third parties unless authorized by you.
- You affirm that you have obtained valid consent and possess the right to divulge Personal Data to Craniocatch, enabling Craniocatch to lawfully process such data through collection and transfer, in accordance with the terms and conditions outlined herein, on your behalf.
- You are obligated to inform your patients in compliance with the applicable laws and regulations, including but not limited to, outlining the purpose for which Patient Data is collected, identifying the intended recipients of Patient Data, providing the name and address of the entity responsible for collecting and storing Patient Data, as well as informing patients of their data protection rights and obtaining necessary consents in accordance with local laws to process their Patient Data as per these Terms and Conditions.
- Furthermore, patients should be made aware that Craniocatch may utilize subcontractors' services and process Patient Data in non-EU countries.
- You also agree to indemnify and hold harmless Craniocatch, its directors, employees, agents, subcontractors, and affiliates against any losses arising from claims, damages,

liabilities, costs, or penalties that Craniocatch may incur in connection with your disclosure of Patient Data to Craniocatch, or any of our agents, subcontractors, or affiliates in accordance with these Terms and Conditions.

- You acknowledge that Craniocatch Inc. may engage third-party subcontractors for the processing of patient data, under the following conditions:
  - Craniocatch Inc. shall establish a written agreement with each Data Processor for subcontracting in compliance with applicable laws. This agreement mandates the processing of Patient Data solely in accordance with the terms outlined in these Terms and Conditions.
  - All necessary consents as required by applicable laws shall be obtained.
  - Craniocatch Inc. assumes responsibility for ensuring that its Subcontracted Data Processors handle Patient Data in strict accordance with these Terms and Conditions.
- You grant permission for Craniocatch to utilize Patient Data for promotional, educational, and/or research purposes, including publication in professional journals or use in professional collateral materials. However, this is subject to the condition that the Patient Data is first anonymized in a manner that neither you nor any patient can be identified. In cases where applicable law necessitates consent for such usage of Patient Data, you agree to obtain the required consent.
- Unless there is an incident or breach that poses a risk of unauthorized disclosure, loss, destruction, or alteration of Personal Data held manually or electronically by or on behalf of Craniocatch Inc. (as Processor), Craniocatch Inc. will promptly inform you of such an incident.
- Craniocatch Inc. will take all reasonable measures to mitigate or eliminate any adverse effects resulting from such a Data Breach. In the event of a Data Breach concerning Personal Data that you have uploaded to the Service using your IT systems or devices, you agree to notify Craniocatch Inc. as soon as you become aware of a confirmed Data Breach and to keep us updated on any related developments.
- Craniocatch Inc. will offer you full cooperation and assistance as reasonably necessary to report the breach to the appropriate Data Protection Authorities and Data Subjects, as required by Data Protection Laws, and to mitigate or eliminate any adverse effects of such a Data Breach.
- Craniocatch Inc. will maintain records of any known or suspected breaches, following established industry practices, and will provide access to these records upon your request. However, access to these records may be subject to restrictions imposed on Craniocatch Inc. by confidentiality agreements with third parties, Regulatory Authorities, or Applicable Law.
- Unless strictly required by Applicable Law, any public notice issued by Craniocatch Inc. regarding the incident or breach will not disclose your name or refer to you without your prior written consent.

## **MODIFICATION of SERVICE**

We retain the right, at any given time and without prior notice, to make alterations or cease, temporarily or permanently, the Service as a whole or any of its parts. You acknowledge and consent to the following:

- Modifications may lead to delays in computations for certain Service features.
- We shall not be held liable to you or any third party for any modifications, suspensions, or discontinuations of the Service.

## **LEGAL DISCLAIMER**

The content provided in these Terms and Conditions is for informational purposes only and should not be considered a substitute for professional medical advice, diagnosis, or treatment. Always consult with your dentist or another qualified healthcare provider for any questions or concerns related to a medical condition. Your reliance on any information provided by us is at your own risk.

The Site and its content are offered on an "as is" basis. We take significant measures to safeguard your privacy. However, in the event of a login or personal data breach, there may be a possibility of identifying you. In such circumstances, Craniocatch Inc will take necessary actions to mitigate risks, which may include notifying the affected individual and/or reporting to the relevant supervisory authority.

We prioritize the protection of your privacy. Your data will be encrypted, and in the event of a breach, Craniocatch Inc will take appropriate measures to minimize risks, including notifying the affected individual and/or reporting to the relevant supervisory authority.

## **DISCLAIMER OF WARRANTIES**

You explicitly acknowledge and consent to the following:

- Your use of the Service is entirely at your own risk. The Service is provided on an "as is" and "as available" basis. Craniocatch Inc expressly disclaims all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- Craniocatch Inc makes no warranty that:
  - The Service will meet your specific requirements.
  - The Service will operate without interruptions, be timely, consistently secure, or error-free.
  - The results obtained from using the Service will be 100% accurate or reliable.
  - The quality of any products, services, information, or other material obtained through the Service will meet your expectations.

- Any material downloaded or obtained through the use of the Service is done so at your own discretion and risk. You are solely responsible for any damage to your computer system or loss of data resulting from the download of such material.
- No advice or information, whether oral or written, obtained from Craniocatch or through the Service, shall create any warranty not explicitly stated in these Terms and Conditions.
- It is important to exercise caution when sharing personally identifying information about yourself or individuals for whom you have legal authority. Craniocatch Inc does not control or endorse any actions resulting from your participation in the Service. Therefore, Craniocatch Inc explicitly disclaims any liability regarding any actions resulting from your participation in the Service.

### **LIMITATION of LIABILITY**

You expressly acknowledge and agree that Craniocatch Inc shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses arising from:

- The use or inability to use the Service;
- Any actions taken based on the information received in, through, or from the Service;
- Your failure to maintain the security and confidentiality of your password or account details;
- The cost of procuring substitute goods and services as a result of goods, data, information, or services purchased or obtained, or messages received, or transactions entered into through or from the Service;
- Unauthorized access to or alteration of your transmissions or data;
- Improper authorization for the Service by someone claiming such authority;
- Statements or conduct of any third party on the Service.

### **MISCELLANEOUS**

- You commit to defend and indemnify us, along with our subsidiaries, affiliates, associated organizations, officers, agents, contractors, partners, employees, successors, and assigns, against any claim or demand, including reasonable attorney's fees, brought forth by any third party as a result of or arising from your violation of the Terms and Conditions or your use of the Service.
- The lack of action or enforcement by Craniocatch Inc regarding any right or provision in these Terms and Conditions does not imply a waiver of that specific right or provision. In the event that a competent court deems any provision in these Terms and Conditions invalid, both parties concur that the court should make every effort to uphold the intentions of the parties as expressed in the provision, and all other provisions in the Terms and Conditions shall continue to be in full force and effect.

▪ Even if you delete your account or if there is termination by any other means, all clauses of this Agreement that, by their nature, are intended to survive termination, including, but not limited to, your representations, agreements, and acknowledgments, intellectual property and confidential information provisions, service modifications, legal disclaimers, warranty disclaimers, liability limitations, indemnification, waivers, the continuity of terms, and other provisions, shall remain fully valid and in effect.

***I hereby confirm that I have read, comprehended, and agree to comply with every section outlined in these Terms and Conditions. I also consent to be legally obligated by them.***

#### **APPLICATION FOR REQUESTING INFORMATION**

You may submit your requests regarding your rights mentioned above at [info@craniocatch.com](mailto:info@craniocatch.com) or [craniocatch@hs01.kep.tr](mailto:craniocatch@hs01.kep.tr) addresses or from our address below in written form. Applications duly will be responded as soon as possible and in any case within 30 (thirty) days at the latest.

Address: Büyükdere Mah. Prof Dr Nabi Avcı Blv ETGB Osmangazi Technology Park No 108

CRANIOCATCH MEDİKAL VE DENTAL BİLİŞİM TEKNOLOJİLERİ ANONİM ŞİRKETİ /  
CRANIOCATCH MEDICAL and DENTAL INFORMATION TECHNOLOGIES INC.