

# 3Dnet Medical

## Terms of Use Agreement

Welcome to 3DnetMedical.com, the medical imaging service, operated by Biotronics3D Ltd. ("Biotronics3D"). By using the [www.3dnetmedical.com](http://www.3dnetmedical.com) Website, (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member of 3DnetMedical.com ("Member"). If you wish to become a Member and make use of the Biotronics3D service (the "Service"), please read these Terms of Use. If you object to anything in this Agreement or the Biotronics3D Privacy Policy, do not use the Website or the Service. The Terms of Use are subject to change by Biotronics3D at any time, effective upon posting on the Biotronics3D website, and your use of the Service after such posting will constitute acceptance by you of such changes.

- 1. Acceptance of Terms of Use Agreement.** Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and your membership in the Service. This Agreement may be modified by Biotronics3D from time to time, such modifications to be effective upon posting by Biotronics3D on the Website. This Agreement includes Biotronics3D's Acceptable Use Policy for Content Posted on the Website, Biotronics3D's Privacy Policy, Data Processing Agreement, and any notices regarding the Website. By accessing the Website or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.
- 2. Eligibility.** By using the Website, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.
- 3. Membership and Subscription; Pricing.** You may become a Member of the Service at no cost. As a Member, you will have the ability to participate in some, but not all, of the features and services available within the Service. In order to access certain additional features and services, you must become a paying subscriber to the Service. The instructions for use are supplied in electronic form available within the Service instead of paper form. As a Member you may request a paper form of instructions for use, at no additional cost, sending an email to [info@biotronics3d.com](mailto:info@biotronics3d.com). Biotronics3D will deliver it for you in 7 calendar days of receiving your request with the correct address information. Please contact [info@biotronics3d.com](mailto:info@biotronics3d.com) for a description of the current subscription plans and their prices. Please note that the subscription policies that are disclosed to you in subscribing to the service are deemed part of this Agreement. For purposes of this Agreement the term "Member" includes subscribers.
- 4. Term.** This Agreement will remain in full force and effect while you use the Website and/or are a Member. You may terminate your membership and/or subscription at any time, for any reason, by sending Biotronics3D written notice of termination to Biotronics3D, 5 Greenwich View Place, London E14 9NN, UK or email notice of termination to [info@biotronics3d.com](mailto:info@biotronics3d.com). If you resign or cancel your membership and/or

subscription via the [www.3dnetmedical.com](http://www.3dnetmedical.com) site, to help Biotronics3D analyse and improve the Service, you may be asked to provide a reason for your resignation/cancellation. If you terminate your subscription, your subscription will remain active until the end of your then-current subscription period (that is, the subscription period through which you had paid prior to your termination). Biotronics3D may terminate your membership and/or subscription by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to Biotronics3D. If Biotronics3D terminates your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused subscription fees. All decisions regarding the termination of accounts shall be made in the sole discretion of Biotronics3D. Biotronics3D is not required to provide you notice prior to terminating your membership and/or subscription. Biotronics3D is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership or subscription is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

- 5. Account Security.** You are responsible for maintaining the confidentiality of the username and password that you designate during the Registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify Biotronics3D of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Biotronics3D will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-sign in feature.
- 6. Your Interactions with Other Members.** You are solely responsible for your interactions with other Members. You understand that Biotronics3D does not in any way screen its Members, nor does Biotronics3D inquire into the backgrounds of its Members or attempt to verify the statements of its Members. Biotronics3D makes no representations or warranties as to the conduct of Members or their compatibility with any current or future Members. In no event shall Biotronics3D be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Service, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications with other registered users of this Service. You should not provide your financial information (for example, your credit card or bank account information) to other Members.
- 7. Content on 3Dnet Medical.**

  - a. **Proprietary Rights.** Biotronics3D owns and retains all proprietary rights in the Website and the Service. The Website contains the copyrighted material, trademarks, and other proprietary information of Biotronics3D, and its licensors. Except for that information which is in the public domain or for which you have

been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

- b. Reliance on Content, Advice, Etc. Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Biotronics3D, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Biotronics3D does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Website. Under no circumstances will Biotronics3D or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website or transmitted to or by any Members.

## **8. Content Posted by You on 3Dnet Medical.**

- a. You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service, or transmit to other Members. You will not post on the Service, or transmit to other Members, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to the Company or to any other Member. If information provided to 3DnetMedical.com, or another Member, subsequently becomes inaccurate, misleading or false, you will promptly notify Biotronics3D of such change.
- b. You understand and agree that Biotronics3D may review and delete any content, messages, profiles (collectively, "Content"), in each case in whole or in part, that in the sole judgment of Biotronics3D violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.
- c. By posting Content to any public area of 3DnetMedical.com, you automatically grant, and you represent and warrant that you have the right to grant, to Biotronics3D, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your content by Biotronics3D will not infringe or violate the rights of any third party.
- d. The following is a partial list of the kind of Content that is illegal or prohibited on the Website. Biotronics3D reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators. It includes, but is not limited to, Content that:
  - i. is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

- ii. harasses or advocates harassment of another person;
  - iii. involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
  - iv. promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - v. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
  - vi. contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
  - vii. provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
  - viii. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - ix. solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
  - x. engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
- e. Your use of the Service, including but not limited to the Content you post on the Service, must be in accordance with any and all applicable laws and regulations.
  - f. You may not engage in advertising to, or solicitation of, other Members. This includes but is not limited to solicitation or advertising to buy or sell any products or services through the Service or to attend parties or other social functions or networking for commercial purposes. You may not transmit any chain letters or junk email to other Members. Although Biotronics3D cannot monitor the conduct of its Members off the Website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, we reserve the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which we deem appropriate in our sole discretion.
  - g. All information you include in your Member profile must be accurate, current and complete.

- 9. Prohibited Activities.** Biotronics3D reserves the right to investigate and terminate your membership if you have misused the Service, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal. The following is a partial list of the type of actions that you may not engage in with respect to the Service:
- a. You will not impersonate any person or entity.
  - b. You will not "stalk" or otherwise harass any person.

- c. You will not express or imply that any statements you make are endorsed by Biotronics3D without our specific prior written consent.
- d. You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- e. You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.
- f. You will not remove any copyright, trademark or other proprietary rights notices contained in the Service.
- g. You will not interfere with or disrupt the Services or the site or the servers or networks connected to the Services or the site.
- h. You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- i. You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service.
- j. You will not "frame" or "mirror" any part of the Service or the Website, without Biotronics3D's prior written authorization. You also shall not use meta tags or code or other devices containing any reference to 3DnetMedical.com or the Service or the site in order to direct any person to any other web site for any purpose.
- k. You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Website or any software used on or for the Service or cause others to do so.

**10. Customer Service.** Biotronics3D provides assistance and guidance through its customer care representatives. When communicating with our customer care representatives, you may not to be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise behave inappropriately. If we feel that your behaviour towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees.

**11. Account cancellation.**

- a. Your profile and free or paid subscription will remain active until you choose to cancel your account. You may also send us an email ([info@biotronics3d.com](mailto:info@biotronics3d.com)) for assistance.
- b. If you cancel your subscriber service term through 3dnetMedical.com or through customer service, you may use your subscription until the end of your term or choose to deactivate your account immediately. Subscribers are not eligible for a refund, or any prorated refund of any portion of subscription fees, for unused time. Once you cancel and upon expiration, your subscription will not be renewed.

- 12. Modifications to Service.** Biotronics3D reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Biotronics3D shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
- 13. Blocking of IP Addresses.** In order to protect the integrity of the Service, Biotronics3D reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Website.
- 14. Copyright Policy.** You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Biotronics3D's Copyright Agent for notice of claims of copyright infringement can be reached as follows: Biotronics3D, 5 Greenwich View Place, London, E14 9NN, UK.
- 15. Member Disputes.** You are solely responsible for your interactions with other 3DnetMedical.com Members. Biotronics3D reserves the right, but has no obligation, to monitor disputes between you and other Members.
- 16. Privacy.** Use of the Website and/or the Service is also governed by our Privacy Policy. Your use of the Website and/or the Service should be compliant with the General Data Protection Regulation and any applicable national laws of personal data protection.
- 17. Disclaimers.** Biotronics3D is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. Biotronics3D is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service. Biotronics3D assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Member communications. Biotronics3D is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no

circumstances will Biotronics3D or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any Content posted on the Website or transmitted to Members, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and Biotronics3D expressly disclaims any warranty of fitness for a particular purpose or non-infringement other than what is in the product claim notification.

Biotronics3D cannot guarantee and does not promise any specific results from use of the Website and/or the Service. Biotronics3D makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

- 18. Links.** The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Biotronics3D has no control over such sites and resources, you acknowledge and agree that Biotronics3D is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Biotronics3D shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.
- 19. Limitation on Liability.** Except in jurisdictions where such provisions are restricted, in no event will Biotronics3D be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Web site or the Service, even if Biotronics3D has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Biotronics3D's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Biotronics3D for the Service during the term of membership.
- 20. UK Export Controls.** Software from this Website (the "Software") is further subject to United Kingdom export controls. No Software may be downloaded from the Website or otherwise exported or re-exported (i) into any Country to which the UK has embargoed goods. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
- 21. Law and Jurisdiction.** These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to this Website shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 22. Indemnity by You.** You agree to indemnify and hold Biotronics3D, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party

due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

**23. No Third-Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

**Other.** This Agreement contains the entire agreement between you and Biotronics3D regarding the use of the Website and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Please contact us with any questions regarding this agreement. 3DnetMedical.com is a trademark of Biotronics3D, Ltd.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.



# Data Processing Agreement

This Data Processing Agreement (DPA) forms an integral part of the Terms of Use Agreement by and between 3DNet Medical subscribing Customer, you or the entity you represent (“Customer”, “you” or “your”) and Biotronics3D:

the 3DNet Medical subscribing Customer hereinafter referred as the **Controller**;

And

Biotronics3D Limited, having its head office at 5 Greenwich View Place, London E14 9NN, UK, with Company Registration Number: 05029338, hereinafter referred to as the **Processor**;

hereinafter referred to separately by “**Party**” and jointly by the “**Parties**”, subject to the terms and conditions specified herein.

## 1. Preamble

- 1.1. The parties confirm they are parties of the Terms of Use Agreement of 3DNet Medical (“Main Contract”). With respect to the Main Contract the Processor processes personal data and special categories of personal data on behalf of the Controller. This Agreement is incorporated in the Main Contract by reference and forms a part thereof. Unless the Controller specifies otherwise in writing, in the event of, and to the extent of, any inconsistency between data privacy provisions set forth in the Main Contract and in this Agreement, the provisions of this Agreement shall apply. The Main Contract shall be applicable for matters not regulated by this Agreement.
- 1.2. Parties agree that the Controller determines the purposes and means of the processing of personal data subject to the Main Contract and Agreement. The Processor shall not process personal data for its own purposes, it shall only act on behalf of the Data Controller, and in accordance with its written instructions.

## 2. Interpretation

### 2.1. Terms

- a) “Applicable Data Protection Laws” means any applicable law relating to data protection and security, including without limitation EU Data Protection Directive (EU Directive 95/46/EC of the European parliament and of the council of 24 October 1995 on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data) until May 24, 2018 and General Data Protection Regulation (Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC) (“GDPR”) from May 25, 2018, and any amendments, replacements or renewals thereof (collectively the “EU Legislation”), all binding national laws implementing the EU Legislation and other binding data protection or data security directives, laws, regulations and rulings valid at the given

time including any guidance and codes of practices issued by the applicable Supervisory Authority applicable to Data Subjects;

- b) “Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’);
- c) “Data Subject” means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- d) “Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;
- e) “Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- f) “Compulsory Processing” means processing required by law;
- g) “Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;
- h) “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
- i) “Security Incident” means any event which may cause a personal data breach;

2.2. Terms not defined herein shall have the same meaning as determined in the Applicable Data Protection Laws.

### **3. Instruction**

- 3.1. The Controller instructs the Processor, and the Processor agrees, to process personal data in accordance with this agreement.
- 3.2. The Controller remains responsible for the data processing as Controller. The Processor has no independent control over the data that are processed for the Controller under this data processor agreement.
- 3.3. The Processor shall process the personal data referred to in Schedule A and provided by the Controller on a strictly necessary basis exclusively for the performance of the services specified in Schedule A. Where applicable, this Schedule may contain additional security measures to be taken by the Processor.
- 3.4. When the tasks conferred on the Processor have been completed, the Processor shall, at the Controller’s written request, return files containing collected (personal) data and/or immediately destroy any copies of the Controller’s personal data, unless the Controller is

not satisfied with the services and/or (personal) data provided. Copies of personal data that are included in the Processor's back-up routine must be removed by the Processor as soon as possible.

- 3.5. The data may remain available after the termination of the agreement, except in a situation as referred to in Paragraph 3.4 of this Article. The Processor shall give prior notification to the Controller that data will be destroyed.
- 3.6. The Processor shall declare at the Controller's request that the data have been erased in accordance with the provisions of Paragraph 3.5, except in a situation as referred to in Paragraph 3.4 of this Article. If the Processor has engaged a sub-processor, with the Controller's permission, the Processor shall inform such sub-processor of the instruction to erase data and instruct him to act in accordance with the provisions contained herein.
- 3.7. The Processor shall refrain from performing other acts except as otherwise agreed in Schedule A.

#### **4. Compliance with laws and regulations**

- 4.1. With respect to any processing of personal data, the Processor shall act in accordance with the General Data Protection Regulation and other applicable data protection laws and regulations, in particular the Data Protection Act 2018 in the United Kingdom.
- 4.2. Both the Controller and the Processor shall allow each other to inspect the documentation referred to in Article 30 of the GDPR, where applicable.

#### **5. Security measures, Compliance and incidents**

- 5.1. Both the Processor and the Controller shall take, maintain, evaluate and, where necessary, adapt and update appropriate technical and organizational measures to protect and safeguard personal data against loss, theft or any form of unlawful processing. Such measures guarantee, taking into account the nature, scope, context and purposes of processing, the state of the art and the cost of implementation, an appropriate level of security in view of the risks of varying likelihood and severity entailed by the processing of the data to be protected, and are in accordance with the provisions of the guidelines and Article 32 of the GDPR.
- 5.2. At the Controller's request, the Processor shall make all information available that is necessary to prove that the provisions of Paragraph 5.1 have been complied with.
- 5.3. If the Processor processes the Controller's data, or has such data processed, in another Member State of the European Union, it shall ensure that the security measures statutorily required in the Member State concerned are taken.
- 5.4. The Processor shall enable the Controller, at the Controller's written request, to audit the measures taken in order to verify compliance with the provisions of this agreement.
- 5.5. The Processor shall give every assistance to that end and provide in a timely manner such information relevant to the audit as is necessary to be able to prove compliance with the obligations contained in Article 28 of the GDPR.

- 5.6. The Controller will, in principle, not conduct an audit among sub-processors because the Processor is itself fully responsible and liable for this.
- 5.7. The persons conducting an audit must conform to the security procedures in place at the Processor's site.
- 5.8. The Controller will limit the audit to the aspects provided for in this agreement with respect to the data processing operations and the Controller's personal data. Such an audit may not cover any data processing operations performed by the Processor for other controllers. The Controller shall maintain the confidentiality of and not disclose any information that comes to the Controller's knowledge in the context of the audit and that does not relate to the Controller.
- 5.9. If the Processor, while processing personal data, becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, personal data transmitted, stored or otherwise processed, which is likely to pose a risk to the rights and freedoms of the data subject, the Processor shall notify the Controller thereof without delay, but within 24 hours after such breach is discovered, and the Processor shall in the meantime take all possible technical and organizational measures to stop, prevent and/or remedy the security incident. In its notification the Processor shall provide information about the nature of the personal data breach, the nature of the leaked personal data, the technical security measures and other relevant facts and circumstances that are relevant for determining whether the supervisory authority and/or the data subject should be informed.
- 5.10. The Processor shall immediately complete Schedule B (Data Breach Notification), including the contact details, and send it to the Controller by digital means.
- 5.11. If there are serious doubts as to whether the breach constitutes a likely risk to the rights and freedoms of the data subject, the Processor shall notify the Controller of the breach so as to enable the Controller to determine for itself whether a notification is necessary.
- 5.12. The Processor shall document all personal data breaches, including any breaches that do not have to be notified to the Controller. The documentation must contain all facts surrounding the breach, its effects and the remedial action taken. The documentation shall be furnished to the Controller to enable the Controller to submit it to his Data Protection Authority.
- 5.13. If an obligation exists to notify the supervisory authority or the data subjects, such notification may be made exclusively by the Controller. The Processor shall lend its full cooperation and give every assistance to that end to ensure that these obligations can be met.

## **6. Engagement of sub-processors**

- 6.1. The Controller agrees that the Processor may use sub-processors to fulfil its contractual obligations under this DPA or to provide certain services on its behalf, such as providing additional functionalities or support services. Services offered through the Marketplace

may be provided by sub-processors or may engage in a direct contract with the Controller.

Processor is not permitted to engage the services of a sub-processor in the context of this agreement without the Controller's express prior permission in writing. Permission is hereby given for sub-processors mentioned on Schedule A.

- 6.2. The Controller may make the engagement of a sub-processor for the performance of this data processor agreement conditional upon the fulfilment of certain requirements.
- 6.3. A sub-processor must give sufficient guarantees with respect to the use of appropriate technical and organizational measures to ensure that the processing takes place in accordance with the provisions of this agreement and the GDPR.
- 6.4. If the Processor has engaged a sub-processor, the Processor shall be fully liable for the fulfilment of all obligations by the sub-processor. However, if the Controller has made it compulsory for the Processor to cooperate with certain sub-processors for the performance of the services agreed upon in this agreement, the Processor shall not be liable for such sub-processors. The Processor shall conclude a written agreement with the sub-processor, which imposes the same obligations on such third party as are imposed on the Processor under this agreement, so that the sub-processor is also bound by these provisions.
- 6.5. The Processor shall keep a list of sub-processors, which shall also specify the activities to be carried out.
- 6.6. If the Processor wishes to process the personal data outside the European Economic Area, it may do so only in countries that are classified by the European Commission or the Minister of Justice as countries providing an adequate level of protection, or in countries that provide an adequate level of protection as a result of additional measures.

## **7. Obligation of secrecy**

- 7.1. By virtue of Article 34 Paragraph 4 of the GDPR, the Processor, its staff and third parties engaged by it are subject to an obligation of secrecy with respect to the personal data that come or may have come to their knowledge.
- 7.2. The Processor may provide its staff and third parties engaged by it access to the personal data only to the extent that this is necessary for the performance of the data processing operations as instructed by the Controller.
- 7.3. The Processor shall impose on persons that are employed by it or that undertake work for it an obligation of secrecy with respect to any personal data that may come to their knowledge.
- 7.4. The Processor's obligation of secrecy may be breached only if there is a statutory requirement to disclose information, or if an officer designated by the Controller has informed the Processor of the necessity to disclose information.
- 7.5. If a supervisory authority requests the Controller to be allowed to inspect the data processing operations, the Processor is obliged to provide all necessary assistance in

this regard in order to allow the Controller to meet the obligations imposed on it by supervisory authorities.

- 7.6. The obligation of secrecy shall apply both during and after the processing operations and shall survive the termination of this agreement.
- 7.7. The Processor shall notify the Controller of any request for access to, provision of or any other form of retrieval and disclosure of the personal data, unless such notification is prohibited by law on important grounds of public interest.

## **8. Rights of data subjects**

- 8.1. If a data subject notifies the Processor that he invokes any of his rights pursuant to Article 15 to 22 of the GDPR, the Processor shall forward such request to the Controller without delay.
- 8.2. The Processor shall fully assist the Controller in a timely manner in the fulfilment of the Controller's obligation to respond to requests with respect to the exercise of the rights referred to in Paragraph 1.

## **9. Indemnification and liability**

- 9.1. If any of the Parties breaches the Applicable Data Protection Laws and the non-breaching Party must pay any compensation or any administrative fines to any third party for such breach, including any Data Subject or Supervisory Authority, due to such breach the breaching Party shall remunerate the non-breaching Party for such compensation and administrative fines.

## **10. General terms & conditions and final provisions**

- 10.1. No general terms and conditions apply to this agreement. This agreement is governed by the laws of the United Kingdom. The competent courts shall be the courts of competent jurisdiction under the main agreement.
- 10.2. If another agreement between the Controller and the Processor contains provisions that derogate from the provisions of this agreement, the provisions of this agreement will prevail.
- 10.3. Any amendments to this agreement will be valid only if agreed between the parties in writing.
- 10.4. This agreement will take effect when the main agreement takes effect, and the term of this agreement coincides with the term of the main agreement. This agreement may not be terminated early.

## Schedule A

### Services

#### Instructions for data processing

These instructions are an integral part of the Data Processing Agreement (DPA) and shall be followed by the Processor in the performance of personal data processing, unless expressly stated in the Data Processing Agreement. All changes and additions to these instructions shall be in writing, to be valid, sent to:

Biotronics3D's Support, to the email [support@biotronics3d.com](mailto:support@biotronics3d.com),

to the Data Protection Officer, to the email [dpo@biotronics3d.com](mailto:dpo@biotronics3d.com),

or by post addressed to DPO, Biotronics3D, 5 Greenwich View Place, London E14 9NN, UK.

#### Purpose

*Specify the purposes for which Personal Data will be processed by the Processor:*

Biotronics3D is a registered Data Processor (ICO), providing managed medical imaging services for transfer, archiving, processing and secured access to patient information via the internet: Electronic transmission, archiving, visualization, annotation and reporting of medical images, reports and additional process forms for medical diagnosis purposes.

#### Processing

*Specify the Processing activities that will be performed by the Processor:*

Electronic transmission, archiving, visualization, annotation and reporting of medical images, reports and additional process forms for medical diagnosis purposes.

#### Personal Data

*Specify the type of Personal Data that will be processed by the Processor:*

To that end the Processor receives the following personal data and special categories of personal data concerning health to support professional healthcare providers analysing and reporting medical imaging studies. Depending on the level of service subscribed we may process:

1. Medical Imaging studies;
2. Medical Diagnosis reports;
3. Request forms;
4. Patient demographics:
  - 4.1. Name consisting of: first name, prefix to surname, surname;
  - 4.2. Address: Street, house number, house number suffix, postcode and town;
  - 4.3. Telephone number (landline and/or mobile);
  - 4.4. Gender code;
  - 4.5. Date of birth;
5. Patient scheduling information.
6. Additional patient health information relevant to the reporting process.

The Processor receives the following personal data to register the users:

1. Name consisting of: first name, prefix to surname, surname;
2. Professional address: Street, house number, house number suffix, postcode and town;

3. Professional telephone number (landline and/or mobile);
4. Professional Email address;
5. Audit log of all actions taken in the cloud platform;
6. Voice recordings if the user opts for using reports' dictation functionality.

### **Category of Data Subjects**

*Specify which categories of Data Subjects the Processor will process personal data about:*

- Patients
- Registered Users

### **Location of Processing**

*Specify all geographic locations where the personal data will be processed by the Processor:*

- EEA

### **Retention periods**

*In derogation of the provisions of Article 1.4 to 1.6 the following retention period is agreed:*

Biotronics3D keeps the data for the time necessary to fulfil the purpose of collection contracted with each subscribing data controller.

### **Technical and organisational measures**

*Specify the technical and organisational measures that must be in place to protect the Personal Data:*

Biotronics3D ensures the continuous compliance with the General Data Protection Regulation, NHS DSP Toolkit, HIPAA and ISO27001 by regularly reviewing Information Governance and Security requirements of all the countries it operates; incorporating any important change into internal business processes as well as the design and architecture of the 3Dnet platform. Furthermore, the 3dnet platform is hosted within an ISO27001 accredited datacentre with robust security measures in place.

### **Sub-processors inside the European Union/EEA**

Biotronics3D may use sub-processors in the European Union and EEA for providing some functionalities. Before subscribing functionalities, you will get information about the sub-processor.

### **Sub-processors outside the European Union/EEA**

Biotronics3D may use sub-processors outside the European Union where the Commission has made a full finding of adequacy. Biotronics3D may also use sub-processors from USA for personal data transfers covered by the EU-US Privacy Shield framework. Before subscribing functionalities, you will get information about the sub-processor.

For purposes of supporting 3Dnet users Biotronics3D offers a live-chat service supported on Livechat inc. SaaS, with GDPR compliant privacy policy (<https://www.livechatinc.com/privacy-policy/>) and EU-US Privacy Shield (<https://www.privacyshield.gov/participant?id=a2zt0000000L16xAAC&status=Active>), ensuring users data is adequately protected.



## Schedule B

### DATA BREACH NOTIFICATION BY THE PROCESSOR

Notification to be made by the processor's board of directors/management or DPO to the controller updates to this form will always be made available as soon as possible to the controller's contact. **Notification form**

|                                   |  |
|-----------------------------------|--|
| ID-Code                           |  |
| Detection Timestamp               |  |
| Incident Start                    |  |
| Incident End                      |  |
| Means of detection                |  |
| Nature of Incident                |  |
| Cause of Incident                 |  |
| Data Controller                   |  |
| Data involved                     |  |
| Data Subjects                     |  |
| Number of records                 |  |
| Number of Patients                |  |
| Measures in place before incident |  |
| Consequences                      |  |
| Severity of Potential Impacts     |  |
| Measures taken                    |  |
| Cross border Data                 |  |
| Notify Supervisory Authority      |  |
| Processor's contact               | <a href="mailto:DPO@biotronics3d.com">DPO@biotronics3d.com</a> |
| Controller's contact              |  |
| Reporting date                    |  |