

LEGAL NOTICE

TERMS AND CONDITIONS

1. INTRODUCTION

This document of legal terms and conditions (the “**Legal Notice**”) seeks to establish and regulate the rules for using the website “www.quibim.com” and “www.quibim.es” (interchangeably, the “**Website**”), where “**Website**” means all of the pages and the contents thereof owned by QUIBIM, S.L. (“**QUIBIM**”) and hosted on those domains and their respective subdomains.

The Website is structured mainly into two sections:

- A general part, accessible by all users, in which information is provided on QUIBIM, the activities pursued and the services which, at any given time, are offered to the public.
- A part only accessible by registered users (hosted at the subdomain <https://precision.quibim.com> and at other subdomains accessible from the Website) in which it is possible to acquire the results obtained from the processing of medical images based on an analysis of the biomarkers used to assist with the diagnosis (the “**Platform**”).

QUIBIM reserves the right to unilaterally change, at any time and without prior notice, the presentation, configuration and contents of the Website. In addition, QUIBIM reserves the right to suspend or terminate, at any time and without prior notice, all or part of the services offered on the Website.

2. GENERAL INFORMATION

2.1 General information on QUIBIM

In compliance with the provisions of the Spanish Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce (*Servicios de la Sociedad de la Información y de Comercio Electrónico*, LSSICE) and in compliance with the provisions of the existing regulations on personal data protection, (EU) 2016/679 regulation of 27 April 2016 (GDPR) and the Organic Law on Data Protection and Guarantee of Digital Rights 3/2018, in Spain, of December 5th (*Ley Orgánica de Protección de Datos y Garantía de Derechos Digitales*, LOPD GDD) and its implementing rules, we inform that the owner of the domain "www.quibim.com" is QUIBIM, SL, whose identifying particulars are:

- Registered office: Avda. Aragón 30, Edificio Europa, 12th floor, Office I, 46021 Valencia (Spain);
- Registry particulars: registered at the Valencia Commercial Registry in volume 9,539, book 6,821, sheet 185, page number V-150.890, entry no. 1;
- Taxpayer identification number: B-98.481.658.

QUIBIM has the following means of contact:

- Postal address: Avda. Aragón 30, Edificio Europa, 12th floor, Office I, 46021 Valencia (Spain);
- E-mail: contact@quibim.com;
- Telephone: +34 961 243 225

QUIBIM has all the necessary licenses and authorizations to pursue its corporate purpose.

2.2 Acceptance and term of the Legal Notice

Both browsing and use and/or acquisition of any of the services offered on the Website grants you status as a user (“**User**” or “**Users**”) and entails your full acceptance without reservations of the Legal Notice, the Privacy Policy and the Cookies Policy (jointly, the “**Terms of Use**”). If you do not agree with the Terms of Use, you must refrain from using the Website.

QUIBIM may, at any time and without prior notice, amend the Terms of Use by posting such amendments on the Website, so that they may be known by Users at all times. Therefore, QUIBIM recommends that Users print or save and, in all cases, read, the Terms of Use each time they access the Website.

3. USE OF THE WEBSITE

3.1 Use of the Website

The User undertakes to use the Website in accordance with the Law and with this Legal Notice, and will be liable to QUIBIM or to third parties for any damage or loss that may be caused as a result of a breach of such obligation.

Likewise, the User undertakes not to use the Website for purposes that are unlawful, unauthorized, fraudulent and/or contrary to the purposes established in this Legal Notice, which may be detrimental to the rights and/or interests of QUIBIM or of third parties or which may in any way damage, disable, overload or

impair the Website or the server on which it is hosted, hinder its normal use or enjoyment and the correct functioning of the services offered or to be offered on it in the future.

3.2 Operation of the Platform

Through the Platform, Users may acquire the results obtained from the processing of images based on an analysis of the biomarkers used to assist with the diagnosis (the “**Studies**”).

In this respect, the User accepts that the Studies conducted by QUIBIM are limited mainly by the following:

- (i) the Studies are tools to assist with the diagnosis, which offer new elements of analysis to the User, but do not in any case replace the analysis and diagnosis prepared by a medical professional;
- (ii) since they involve tools to assist with the diagnosis, the User expressly accepts that QUIBIM does not guarantee that its services (including the results thereof) are free from error, are 100% accurate, reliable and certain, have continuity over time or respond to certain expectations on the part of Users;
- (iii) QUIBIM conducts its studies on the basis of certain ranges of normalcy set from time to time by the scientific community. Due to ongoing advances in scientific research, these ranges may vary and therefore not maintain continuity over time.

Use of the Platform and the acquisition of the Studies is restricted to Users over the age of 18.

3.3 Obligations of the User

As a general rule, the User undertakes to comply with this Legal Notice and with the special notices or instructions on use contained in the same or on the Website.

Specifically, and without this entailing any restriction on the general obligation assumed by the User in accordance with the preceding paragraph, the User undertakes:

- (i) not to introduce, store or disseminate on or from the Website any information or material 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 and in general the current legislation;

- (ii) not to introduce, store or disseminate through the Website any computer program, data, virus, code, hardware or telecommunications equipment or any other electronic or physical instrument or device that may cause damage to the Website, to any of the services offered on the Website, or to any of the equipment, systems or networks of QUIBIM, any User, QUIBIM's suppliers or in general any third party, or which is otherwise capable of causing any type of alteration thereto or preventing the normal operation thereof;
- (iii) not to engage in advertising, promotional or commercial activities through the Website that are not expressly authorized by QUIBIM, nor to use the contents and in particular the information obtained through the Website to issue advertising, send messages for direct sales purposes or with any other commercial aim, nor to collect or store third-party personal data;
- (iv) not to use false identities, nor steal the identity of others in using the Website or in using any of the services of the Website, including any use of third-party passwords or user keys or in any other way;
- (v) not to destroy, alter, exploit for their use, disable or damage the data, information, programs or electronic documents of QUIBIM, its suppliers or third parties;
- (vi) not to introduce, store or disseminate through the Website any content that infringes intellectual property rights or business secrets of third parties, nor in general any content for which the User does not have, in accordance with the law, the right to make it available to a third party.

In the event that, at any time, the User is offered the possibility of posting comments or opinions on the Website, the User must take into account that, with respect to such comments:

- (i) The User will be fully responsible for the contents and opinions reflected, releasing QUIBIM from any liability.
- (ii) Any contents that include insults or statements intended to humiliate, including those of a racist, discriminatory or degrading nature, which attack third parties in any way are prohibited.
- (iii) Comments that are not related to the activity of or services offered by QUIBIM are not permitted.
- (iv) Advertising of other websites, including links to other pages or references to third parties is strictly prohibited without the authorization of QUIBIM.

3.4 Registration and password

When accessing the Platform or other services of the Website that require prior registration, the User will be responsible for providing true and lawful information for such registration.

The User undertakes to use diligently and keep secret the password for accessing these services, and not to grant its use to third parties, whether temporarily or permanently, nor to allow outside parties to have access to it.

Likewise, the User will be responsible for the unlawful use of the services by any illegitimate third party that employs a password as a result of a non-diligent use or the loss of the password by the User.

Accordingly, the User is under the obligation to immediately notify QUIBIM, through any of the means of contact made available to the User in this Legal Notice, of any event that allows passwords to be misused, such as theft, loss, or unauthorized access thereto, so that QUIBIM may immediately cancel it.

4. DISCLAIMER OF LIABILITY

QUIBIM makes the utmost effort to ensure that browsing on and access to the Website occur under the best conditions. In any case, access to the Website is the sole responsibility of the User, so any risks arising from the use of the Website by the User will be the sole and exclusive responsibility of the User.

QUIBIM will only be liable for the direct damage that the User may sustain as a result of the malfunction of the Website, where such damage is directly attributable to QUIBIM. Any actual loss or lost profits that may be sustained by the User are expressly excluded.

QUIBIM's liability with respect to any damage and loss that may be attributable to it will in no event exceed, by express agreement between the parties, the amount, if any, which has been paid by the User in question in respect of the price to acquire any service provided by QUIBIM through the Website (without including any taxes that may apply).

4.1 Disclaimer of liability for the use of the Website by the User

QUIBIM disclaims, and the User so accepts, any liability for the misuse or unauthorized use of the registration data provided to the User for access to certain services (user name, password, etc.) and due to a lack of diligence on the part of the User to keep them secret.

Likewise, QUIBIM disclaims, and the User so accepts, any liability for damage and loss of any kind that may be due, for illustration purposes and without limitation, to:

- (i) the presence of viruses or other harmful elements on the Website, or websites to which Users may have access through the links posted on the same, which may cause alterations to the IT system, electronic documents or files of the Users;
- (ii) interference, omissions, interruptions, breakdowns and/or disconnection in the operational functioning of this electronic system or in Users' IT hardware or devices, caused by reasons unrelated to QUIBIM, which prevent or delay the provision of the services or browsing on the Website;
- (iii) delays or blockages in use caused by deficiencies or overloads of the Internet or in other electronic systems or which may be caused by third parties through unlawful interference beyond the control of the Website and which are not attributable to QUIBIM;
- (iv) the impossibility of providing the service or permitting access for reasons not attributable to QUIBIM, due to the User, third parties or events of force majeure.

4.2 Disclaimer of liability for services provided through the Website

With respect to the information and contents included on the Website or to which the User may have access as a result of the links posted on the same, QUIBIM 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.

In particular, QUIBIM disclaims, and the User so accepts, any liability for the improper use that the User makes of the Studies. QUIBIM reiterates that the Studies are tools to assist the User, which have not been designed in any event to replace the analysis and diagnosis prepared by a medical professional.

5. PERSONAL DATA PROTECTION

5.1 General observations

The processing of personal data by QUIBIM is set out in the document "Privacy Policy", which is accessible at all times on the Website (https://precision.quibim.com/media/docs/Privacidad_en.pdf).

5.2 Preparation of Studies

Due to the characteristics of the Platform and that the Studies are prepared using diagnostic imaging software, QUIBIM has adopted the following measures to ensure compliance with data protection legislation:

- QUIBIM uses data cleaning software on its Platform which automatically removes metadata from the files to be uploaded by Users before they are received by QUIBIM's servers. The data cleaning software removes metadata fields present in files that include personal data or information which may enable QUIBIM or any third party to access same.
- This process for cleaning metadata from the images is performed by a computer program installed on the Platform and executed directly on the User's device, so that it is carried out before any type of information is sent to QUIBIM's servers. Consequently, QUIBIM does not have access, not even incidentally, to any personal data contained in the files uploaded by Users to prepare the Studies.
- In this regard, when the files are sent to QUIBIM via the platform, the Software provides Users with a unique identification code for the files, so that they are able identify the Study prepared on the basis of same.
- When the files are uploaded to prepare the Study, Users may include a unique reference number enabling them to relate it to other Studies that may be done in the future. The User undertakes not to include any personal data (e.g. National Identity Document) in said reference number.
- In addition to storing files, QUIBIM stores persistent information in databases. Said information does not contain personal data, only reference codes, and also references to files that enable the management of the information. It is placed on record that the information included in the codes and references does not allow QUIBIM or any third party to link it with personal data through inverse processing of said codes or references.

In view of the above, QUIBIM does not have access at any time to personal data to prepare the Studies, and is therefore released from any liability in relation to same.

Consequently, the User will be solely responsible for any breach of data protection legislation during the use of the Platform.

6. USE OF COOKIES

Information on the use of cookies is included in the document “Cookies Policy”, which is accessible at all times on the Website (https://precision.quibim.com/media/docs/Cookies_en.pdf).

7. INTELLECTUAL PROPERTY

The content of the Website (the “**Content**”) which includes, without limitation, texts, photographs, diagrams, images, icons, software, links and other audiovisual content and source codes are the intellectual property of QUIBIM, or of third parties who have assigned their use to QUIBIM. Said Content is protected by national laws and international treaties on intellectual property rights that are applicable.

All the trademarks, trade names or distinctive signs of any nature that appear on the Website are owned by QUIBIM or third parties that, as the case may be, have authorized QUIBIM to include and use them on the Website.

All the intellectual property rights in the Website are legally reserved and access to same and its use by the User should not be considered as constituting the grant of a license to use or right in any other asset held or owned by QUIBIM or third parties.

The reproduction in whole or in part, in any way, of the content, trademarks, trade names and distinctive signs included on the Website, and the sale, assignment, lease, distribution, public communication, transformation or any other use of same, without QUIBIM’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.

The User also accepts and consents that the use of the Platform involves the assignment, on an exclusive basis and free of charge, to QUIBIM of the exploitation rights in the Studies and of all the information provided to prepare the Studies, 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.

The territorial scope of exploitation of the Studies whose rights are assigned shall be worldwide and for the maximum duration permitted by intellectual property legislation in force.

8. TERMS AND CONDITIONS FOR THE SALE OF THE SERVICES OFFERED ON THE WEBSITE

8.1 Information prior to contract

QUIBIM informs Users that the steps that need to be taken to acquire the services offered on the Website are those described in this Legal Notice, as well as those other specific steps that appear on screen during browsing. Accordingly, the Users accept such steps as necessary in order to access the services offered on the Website. Users may make any changes to and/or correct the data they provide during browsing according to the instructions included on the Website.

The services offered on the Website, together with their characteristics and prices, will be appear listed in the relevant catalog, on screen. QUIBIM reserves the right to decide at any time which services and, if applicable, products are contained on, and offered through, the Website. Accordingly, QUIBIM may, at any time, add new services and/or products to those included on the Website, which will be governed by the provisions of this Legal Notice unless indicated otherwise. In addition, QUIBIM reserves the right to cease providing access, at any time and without prior notice, to any of the products or services offered on the Website.

Users who wish to acquire QUIBIM's must be over the age of 18. In addition, upon acquiring any of the services offered by QUIBIM, the User represents that there is no applicable legislation in his/her/its place of residence that prohibits him/her/it from engaging the services of QUIBIM.

The contract for the sale of the services between QUIBIM and the User will be concluded in the Spanish language.

8.2 Procedure for acquiring the services

To acquire the services of QUIBIM, the User must be registered on the Platform, from where the User must follow the instructions that appear on screen to choose the service required.

The User must have provided, prior to the contract, the payment details – depending on the payment method existing in each case – by completing the “billing” section of the User's account.

The information provided by the User to QUIBIM during the contract process must be complete, true and up to date:

- If the User has chosen a credit card as the payment method, the charge will be made once the analysis has been performed and validated.
- If the User has opted for a bank transfer, at the end of each month QUIBIM will send a monthly invoice to the User by e-mail with the details of the

analyses performed and the details of the account in which the payment is to be made. The User has seven (7) calendar days to order the transfer after the invoice is sent.

8.3 Confirmation of the service acquired and instructions for its use

Once QUIBIM receives confirmation of the payment made by the User, in the event of purchase by credit card, within a maximum term of twenty-four hours (24) the User will receive a confirmation e-mail informing him/her/it of the purchase made and the steps to be followed in each case.

In the event that a monthly billing method and payment by bank transfer has been chosen, the User will receive a confirmation e-mail within a maximum term of forty-eight (48) hours.

If, as an exception, the User does not receive the confirmation e-mail within the above-mentioned terms, it should notify QUIBIM of the incident.

In addition, by acquiring any of QUIBIM's services, the Users represent and warrant that:

- (i) The files that they have, where applicable, uploaded on the Platform, are owned by them or that they have the necessary authorization to use them (in particular, without limitation, in relation to data protection legislation). Legislation that prohibits Users from making use of said files is not applicable;
- (ii) They do not work or are not related in any way to third parties that may have a commercial interest in knowing the results of the service engaged with QUIBIM or the methods, procedures or know-how of QUIBIM;
- (iii) They are not acquiring QUIBIM's services with a view to reselling, copying, reproducing or exploiting them commercially in any way, nor in order to criticize, damage or take any steps that are contrary to QUIBIM's interests and activities.

8.4 Price and payment method

The prices that are valid at the time of the purchase shall be those that appear on screen (any applicable taxes included) prior to formalization of the purchase, barring typing errors.

In general, any taxes, charges, and/or levies that are incurred as a result of acquiring the services, and any other expenses that may result from same, shall be borne by the User.

When the User selects a service for purchase, the amount of the service will appear in the description on screen, together with, where applicable, delivery charges, or any other additional expense.

QUIBIM has installed an electronic payment platform with the entity *Stripe*. All the data provided in this regard are encrypted to guarantee the maximum security of the data.

These data are stored in a certified safe server according to the SSL protocol (Secure Sockets Layer) via Quick Certificate. This protocol is universally supported by the main browsers and guarantees Users:

- (i) The identity of the recipient of their data (non-impersonation of seller),
- (ii) The confidentiality of the information supplied by Users
- (iii) The integrity (non-manipulation) of the information supplied by Users.

QUIBIM represents that it does not, under any circumstances, store the data provided by Users via the payment platform and that they are only stored while the purchase is going ahead, payment is made and until the returns period expires.

8.5 Returns

Due to the nature of the services sold and, in particular, of the Studies, changes and returns are not accepted. However, if as an exception the User has a problem related to the order he/she/it may contact QUIBIM through any of the contact methods indicated above in order to try to solve the incident as soon as possible.

9. ADVERTISING

QUIBIM may authorize third parties to advertise or provide their services on the Website.

10. LINKS

In the event that the Website has links or hyperlinks to other Internet sites, QUIBIM, S.L. shall not exercise control over said sites and contents. Under no circumstances QUIBIM, S.L. assumes any responsibility for the contents of any link belonging to a third party website, nor guarantees the technical availability, quality, reliability, accuracy, amplitude, veracity, validity and constitutionality of any material or information contained in any of these hyperlinks or other Internet sites. The inclusion in the Web of links or hyperlinks to other Internet sites does not imply any type of association, merger or participation of QUIBIM, S.L. with the connected entities.

11. SEVERABILITY OF THE CLAUSES

If any of the clauses included in this Legal Notice is declared wholly or partially null and void or ineffective because it breaches applicable legislation, it shall be deemed not to have been included. The remaining clauses shall subsist unless the validity of the clause depends on the validity of the Legal Notice, or its elimination entails a significant impairment of the balance of mutual obligations of the Parties.

In such event, the User and QUIBIM shall negotiate in good faith the replacement of the clause/s that has/have been held null and void or ineffective and the measures that are most suited to the aim pursued.

12. APPLICABLE JURISDICTION AND LEGISLATION

The terms of use included in this Legal Notice are governed by Spanish law.

QUIBIM and the User, expressly waive any other jurisdiction to which they may be entitled and submit to the jurisdiction of the courts and tribunals of the city of Valencia, unless applicable legislation from time to time prevents the parties from submitting to a specific jurisdiction.