

Palm Application Terms of Service

Last updated on May 1, 2022

Article 1 (Application of these Terms)

- ◆ These Terms shall be applied to any and all acts of users who have applied to use (hereinafter referred to as "the User") the "palm" DICOM and 3D model viewer (hereinafter referred to as "the Product") provided by Kompath Inc. (hereinafter referred to as "we, "our" and "us") in the use of the Product. Please agree to these Terms before using the Product.
- ◆ The User will be deemed to have agreed to these Terms by commencing use of the Product.
- ◆ We may revise the subject matter of these Terms as necessary without notice. Please check the subject matter of the latest terms of use on our website.
- ◆ If the subject matter of these Terms has been revised pursuant to the provisions set forth in the preceding paragraph, then the User will be deemed to have agreed to the revised terms by using the Product following the revision of the terms.

Article 2 (License)

- ◆ We grant the User the non-exclusive right to use the Product (hereinafter referred to as "the License") based on the conditions prescribed in these Terms.
- ◆ The License does not include the right to assign the Product to third parties, sublicense the Product, offer the Product as a security, reproduce the Product and allow third parties to use the Product.
- ◆ The Product as well as any data included in the Product and any other intellectual property rights associated with the Product shall be vested in us. These Terms are not intended to grant any intellectual property rights such as copyrights and patent rights or any other rights such as ownership in relation to the Product and its derivative products.
- ◆ These Terms are not intended to grant a license to use our trademarks, logos and other rights.

Article 3 (Prohibited Matters)

- ◆ The Product is not approved for clinical use. It is not certified as a medical device program. You cannot use it for primary diagnostic or medical procedures in medical imaging.

Article 4 (Disclaimer)

- ◆ We shall not be liable for any damages arising from the use of the Product, regardless of the cause of default, tort, breach of contract, or otherwise, except in the case of willful misconduct or gross negligence on the part of us,
 - Any liability of the seller will be limited to refund the purchase price.
- ◆ To the extent permitted by applicable law, the service and content are provided "as is" without warranty of any kind.

Article 5 (Handling of Personal Information, etc.)

- ◆ We will use the information registered by the User (including the User's personal information) and the information provided in using the Product purchased in order for the User to use the services to be provided for the following purposes:
 - To manage the services to be provided (including to provide the User with information);
 - To provide the User with information about our products and services as well as the products and services of our partners, etc. that we think the User may find beneficial;
 - To respond to inquiries and provide after-sales service;
 - To collect and analyze marketing data and for the development of new products, etc.;
 - To exercise our rights and perform our obligations under contracts and laws, etc.; or
 - Any other purposes incidental to or in connection with each of the preceding items.

Article 6 (Change to and Termination of the Subject Matter and the Services to be provided)

- ◆ We may at our sole discretion change, or terminate the provision of, the subject matter of the services to be provided.