

These are the general terms and conditions of SurgyTec B.V., registered in Rotterdam, the Netherlands and having its offices in the Netherlands. By using SurgyTec's products or services, you signify your acceptance of the terms and conditions set out herein. If you do not agree to these terms and conditions, please do not use the SurgyTec website, products and/or services.

Before reading the articles below, please take good notice of the following preliminary terms, which terms make use of some of the definitions as specified in Article 1 below:

SurgyTec has provided the Website and its Service for educational purposes only. Nothing contained in the Service is intended to be instructional for medical diagnosis or treatment. Users are encouraged to confirm the information contained herein with other sources. Patients and consumers should review the information carefully with their professional health care provider.

The information contained on the Website and in the Service should not be relied on to suggest a course of treatment for a particular individual, and it should not be used in place of a visit, consultation or the advice of a physician or other qualified healthcare provider. The information is compiled from a variety of sources, including other Users and healthcare companies or institutions. SurgyTec does not directly or indirectly practice medicine or dispense medical advice or medical services as part of the Service.

General provisions

Article 1 Definitions

In these General Conditions the following definitions are being used, singular as well as plural.

- 1.1 Account: refers to the ability to use the Service;
- 1.2 Annex: refers to an annex to these General Conditions
- 1.3 SurgyTec: the private company with limited liability SurgyTec B.V., registered in Rotterdam, the Netherlands;
- 1.4 General Conditions: these general terms and conditions, irrespective of the form in which these general terms and conditions are presented to the User;
- 1.5 IP Rights: any and all intellectual property rights, including but not limited to copyrights, trademarks and patents, as well as know how contained in or relating to the Website, Materials and the Services.
- 1.6 Material: the videos, presentations, texts, graphics, interactive features and other information with regard to medical treatments;
- 1.7 Password: refers to a code which, in combination with the User ID, gives User access to its Account;
- 1.8 Service: the service of SurgyTec on its Website including, but not limited to, the offer and rating of Materials and the exchange of messages with other Users;
- 1.9 User: the party with whom SurgyTec has entered into an agreement and/or who uses the Services;
- 1.10 User ID: refers to an identification code which, in combination with the Password, gives access to its Account;
- 1.11 Website: the website www.surgytec.com.

Article 2 General conditions

2.1 The General Conditions shall cover and form part of all offers, proposals, agreements and other juristic acts, either made orally, in writing, electronic or in any other form, concerning User's use of the Website and the deliverance of Services by SurgyTec to User.

2.2 All offers by SurgyTec shall be without any obligation unless explicitly otherwise stated in writing.

2.3 An agreement shall have been concluded as soon as SurgyTec accepts the User's order by e-mail or written confirmation or on the moment SurgyTec starts executing the User's order. SurgyTec has the right to reject User's order, for example in the event that the information provided by User is untrue, inaccurate, incomplete or not current.

2.4 Deviations from the General Conditions shall only apply if and to the extent that they have been explicitly agreed upon in writing between SurgyTec and the User.

2.5 SurgyTec explicitly rejects any applicability of any general (purchase) conditions used by the User.

2.6 If and to the extent that any provision contained in these General Conditions should prove not valid for whatever reason, the other provisions of these General Conditions shall remain in full force and effect. SurgyTec and the User shall negotiate a new provision that shall approximate the contents and the scope of the original provision as closely as possible.

2.7 SurgyTec reserves the right to modify these General Conditions at any time by providing such revised General Conditions to the User or by publishing the revised General Conditions on the Website. The continued use of the Website and the Services shall constitute User's acceptance to be bound by the revised terms and conditions.

Article 3 Services

3.1 On its Website SurgyTec offers Users facilities to add, watch, rate and comment Materials, to exchange messages in a forum and to get in contact with other Users.

3.2 The Service is available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not available to persons under the age of 18

3.3 SurgyTec makes every reasonable effort to ensure that all information made available on its Website is accurate. However the Website and all information available on the Website, including but not limited to the Materials, is provided on an 'as is' and 'as available'. SurgyTec makes no representation or endorsement about the suitability, timeliness or accuracy of the Website, the Materials and other information. SurgyTec disclaims all warranties, either express or implied, including but not limited to, warranties of condition, quality, fitness for a particular purpose and non-infringement of third party rights.

3.4 The information on the Website, including but not limited to the Materials, the messages in the Forum and the ratings, might come from third parties (other Users). These third parties are liable for the suitability, timeliness or accuracy of this information. User understands that when using the Website, it may be exposed to Materials or other information that are inaccurate, offensive, indecent, or objectionable. SurgyTec accepts no liability for the information of these third parties or other Users.

3.5 Subject to the terms of these General Conditions, SurgyTec grants User a limited, personal, revocable, non-exclusive, non-sub licensable, non-assignable, license to use the Materials for its own. All other rights in and to the Content and Materials are retained by SurgyTec or its licensors.

3.5 SurgyTec shall endeavor to provide the Services and the Website with minimum disruptions. However SurgyTec cannot guarantee that the Website and the Services will always function without disruptions, delay or other imperfections.

3.6 SurgyTec is entitled, without any liability, to refuse, limit, suspend and/or interrupt the Services, Website or the Materials, for any reason whatsoever, at its own discretion and without any notice to User. Furthermore, SurgyTec may change the technical features of the Service and the Website in order to keep pace with the latest demands and technological developments.

Article 4 User's cooperation

4.1 User guarantees that it will use the Website and the Services in accordance with these General Conditions and the relevant legislation.

4.2 User will at all times provide true, accurate, correct and suitable information and guarantees that it is entitled to provide the information, including but not limited to the Material to SurgyTec. Furthermore, User guarantees that the information does not infringe upon the (intellectual property) rights of others and that it is not unlawful in any other way.

4.3 User explicitly acknowledges and agrees that all (personal) information provided by itself on the Website will be provided to other Users.

4.4 Notwithstanding article 13, if any information required for the providing of the Services are not available to SurgyTec, are not in accordance with the arrangements, or if User does not fulfill its obligations in any other way, SurgyTec will be entitled to suspend the provision of the Service.

4.5 User agrees to indemnify, hold harmless and defend SurgyTec at its expense, against any and all third-party claims, actions, proceeding and costs, including but not limited to reasonable attorney's fees, incurred by SurgyTec arising out or relating to its violation of these General Conditions, applicable law, or rights of any third parties and/or the misuse of the Service.

Article 5 User ID, Password and Account

5.1 In order to make use of the Service, SurgyTec will provide User with a User ID, Password and Account.

5.2 User is solely responsible for maintaining the confidentiality of its User ID and Password. User is responsible and liable for all activities conducted through its User ID, Password and Account, even if this occurs without its permission.

5.3 User agrees to immediately notify SurgyTec in writing of any unauthorized and/or fraudulent use of its User ID, Password and/or Account. User agrees to indemnify SurgyTec against any and all third party claims and all related liabilities arising out of, or relating to, the use of its User ID, Password and Account.

5.4 SurgyTec reserves the right to change its User ID or Password if this is in the interest of the functioning of the Service or to prevent fraudulent use of the Service.

Article 6 Personal data

6.1 SurgyTec is committed to respecting the privacy and the confidentiality of the personal data of its Users. The Privacy Statement, published on the Website and inserted in Annex 1, applies to the use of personal data, as well as the confidential information.

6.2 User acknowledges and agrees that it might receive personal data of other Users. User will at all times take all reasonable steps to protect and maintain this personal data confidential.

Article 7 Intellectual Property Rights

7.1 User acknowledges and agrees that any and all IP Rights are and shall remain the exclusive property of SurgyTec and/or its licensors. Nothing in this Agreement intends to transfer any IP Rights to, or to vest any IP Rights in, User. User is only entitled to the limited use of the IP Rights granted to it in this Agreement. It will not take any action to jeopardize, limit or interfere with the IP Rights. User acknowledge and agree that any unauthorized use of the IP Rights is a violation of this General Conditions as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws.

7.2 User will not remove, obscure, make illegible or alter any notices or indications of IP Rights and/or SurgyTec's rights and ownership thereof.

Article 8 Tariffs and payment

8.1 When applicable, User will pay SurgyTec the tariffs for Services as stated on the Website. Unless stated otherwise, all tariffs and charges shall be stated in Euros and shall be exclusive of value added taxes (VAT) or any other applicable taxes.

8.2 SurgyTec reserves the right to change the tariffs at any time by giving notice on the Website. If User does not wish to accept such adjustment of tariffs, User is entitled to terminate its Account, by written notice, with effect from the date on which the adjustment of tariffs would become effective. User agrees that by continuing to use Service following the adjustments of the tariffs, it accept such adjustments.

Article 9 Liability SurgyTec

9.1 In the event of SurgyTec being in breach of any of its obligations under the agreement, SurgyTec will accept liability to pay damages only to the extent as laid down in this article 9.

9.2 SurgyTec can only be held liable for direct damages resulting from an attributable failure to perform its obligations under the agreement. Direct damages in this respect exclusively mean:

- all reasonable costs incurred by User in order to have SurgyTec perform its obligations under the agreement;
- all reasonable costs incurred by User in order to prevent or limit any direct damages as meant in this article;
- all reasonable costs incurred by User in order to establish the nature and scope of the direct damages as meant in this article.

9.3 The direct damages as meant in this article shall be limited to the amount the amount actually paid by User for the Service during the year in which such damages occurs. In no event, however, shall the total compensation for any direct damages exceed 1000 Euro.

9.4 To the maximum extent permitted by applicable law, in no event shall SurgyTec be liable for any special, incidental or consequential damages whatsoever, even if SurgyTec has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

9.5 The above limitation of liability in article 9.3 shall cease to apply if and insofar as the loss is due to SurgyTec's willful intent or gross negligence.

Article 10 Access and Interference

10.1 User acknowledges and agrees to use the Service, the Website and the Materials solely for lawful purposes. In this respect User is not entitled to, without limitation,

- a) use any robot, spider, scraper or other automated means to access the Service for any purpose without the express written permission of SurgyTec.
- b) take any action that imposes, or may impose in SurgyTec's sole discretion an unreasonable or disproportionately large load on its infrastructure;
- c) copy, reproduce, modify, create derivative works from, distribute or publicly display any content from the Service without SurgyTec's prior expressed written permission and the appropriate third party, as applicable;
- d) interfere or attempt to interfere with the proper working of the Service;
- e) harvest or collect information about the users or members of the Service; or
- f) use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications.

10.2 Further the activities of User through the Service shall not: (i) be false, inaccurate or misleading; (ii) infringe any third party's copyright, neighboring/related rights, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (iii) violate any law, statute, ordinance or regulation; (iv) contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Article 11 Notification of Intellectual Property Right infringement

11.1 SurgyTec will investigate notices of intellectual property right infringement and take appropriate actions.

11.2 If a user believes that its work has been used or copied in a way that constitutes intellectual property right infringement and such infringement is occurring on the Website, is may send SurgyTec a notice at infringement@SurgyTec.com containing: (i) a physical or electronic signature of the intellectual property right owner or person authorized to act on behalf of the intellectual property right owner; (ii) a description of the work or works that he claims to have been infringed and identification of what material in such work(s) is claimed to be infringing; (iii) a description of where the material that he claims is infringing is located on the Website; (iv) information sufficient to permit SurgyTec to contact the user, such as physical address, telephone number, and email address; (v) a statement that the user has a good faith belief that the use of the material he identified is not authorized by the intellectual property right owner; and (vii) a statement and evidence by user that the information in his notice is accurate and, under penalty of perjury, that he is the intellectual property right owner.

Article 12 Breach

12.1 Without limiting other remedies, SurgyTec may limit User's activity, immediately remove the Account and/or Material, warn other Users of the actions of User, issue a warning, temporarily suspend, indefinitely suspend or terminate the Account and refuse to provide its services to User if: (a) User breaches the General Conditions; (b) SurgyTec is unable to verify or authenticate any information / Material of User; or (c) SurgyTec believes that User's actions may cause financial loss or legal liability for SurgyTec or its Users. User understands and agrees that he shall receive no refund or exchange for any unused subscription fees, any content or data associated with its Account, or for anything else.

Article 13 Term and termination

13.1 The agreement will have an initial term of 12 months, unless explicitly stipulated otherwise.

13.2 After the initial term, the agreement will automatically be renewed for periods of 12 months, unless one of the parties terminates the agreement in writing (e.g. by e-mail) ultimately one month before the end of the term concerned.

13.3 SurgyTec is entitled to dissolve the agreement with immediate effect and without any judicial intervention being required if the User does not fulfill its obligations under the agreement. The dissolution does not release the User from any payment obligation regarding the Services delivered by SurgyTec

Article 14 Force Majeure

14.1 There is no attributable failure by SurgyTec if there is an event of force majeure.

14.2 If the event of force majeure continues for a period of 60 (sixty) consecutive days, then the User shall be authorized to dissolve the agreement by issuing by registered mail a notice to this end, without judicial intervention being required. Such dissolution does not oblige SurgyTec to pay compensation for damage and/or loss. SurgyTec is entitled to receive payment from the User for the delivery of Services already made prior to the force majeure prevailing.

Article 15 Governing law

15.1 These General Conditions are governed by the laws of the Netherlands. All disputes that may arise under or in relation with these General Conditions shall be exclusively submitted to the competent court in Amsterdam, the Netherlands.

Adding material

In addition to the General Provisions in these General Conditions, the provisions set forth in this Chapter "Adding Material" shall apply to the Materials added by the User.

Article 16 Adding Material

16.1 SurgyTec acknowledges and agrees that, subject to the terms and conditions of this Agreement, User will retain any and all applicable copyright and other intellectual property rights with respect to any Material added by him to the Website, to the extent User has such rights under applicable law.

16.2 Notwithstanding the foregoing, User understands and agrees that by submitting the Material to the Website, he automatically grants (and he represents and warrants that he has the right to grant) to SurgyTec:

- a) a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Material in connection with the Website, the Service and SurgyTec's (and its successor's) business, including without limitation, for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels.
- b) that other Users are granted a non-exclusive license to access your Material through the Website, and to use such Material as permitted through the functionality of the Website and under these General Conditions.
- (c) the perpetual and irrevocable right to delete the Material from SurgyTec's servers and from the Service, whether intentionally or unintentionally, and for any reason or no reason, without any liability of any kind to you or any other party;
- (d) a non-exclusive right and license to copy, analyze and use any of the Materials as SurgyTec may deem necessary or desirable for purposes of debugging, testing and/or providing support services in connection with the Service and
- (e) the right to use Users name, likenesses and biographical material in connection with the distribution, exploitation, marketing and promotion of the Website, the Service and/or the Materials.

16.3 User acknowledges that the Material may be used by other Users of the Service pursuant to these General Conditions. SurgyTec cannot take responsibility for the compliance by other Users of the General Conditions. User acknowledges and agrees to the possibility that its Material might be used in a way that is not contemplated in these general Conditions. User also agrees that SurgyTec shall have no liability to User or any person claiming through User for any breach by another User of the General Conditions.

16.4 By adding the Material to the Website, User affirms, represents and/or warrants that

- a) he owns or has the necessary licenses, rights, consents, and permissions to use and authorize SurgyTec to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Material to enable inclusion and use of the Material in the manner contemplated by the Website and these General Conditions;
- b) He has written consent, release, and/or permission of each and every identifiable individual person in the Material use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Material in the manner contemplated by the Website and these General Conditions.
- c) the Material submitted by User will not violate any law and will not violate or infringe on the rights of any person, including contractual rights, intellectual property rights, publicity and privacy rights or unfair competition, and no consent, license or permission is necessary or shall be required by User or any third party;
- d) SurgyTec will not be required to make any payments of any nature to anyone, including all persons acting in the Material and that User is solely responsible for all licensing, reporting and payment obligations to any third party.
- e) he will not publish falsehoods or misrepresentations that could damage SurgyTec or any third party;
- f) the Material submitted by User will not be unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;

16.5 User agrees to indemnify, defend and hold SurgyTec harmless from and against any and all claims, liability, losses, costs and expenses incurred by SurgyTec inconsistent with any agreement, undertaking, representation or warranty made by User in these general Conditions.

Article 17 Charges for Materials

The Materials are free of charge up to a certain number of views or downloads per certain time frame. Only registered users of the SurgyTec Website have access to the full content (including the Materials) on the Website. In order to view or download an unlimited number of the Materials and other content of the SurgyTec Website, these registered Users need to pay the applicable fee or they enter a numeric code in the designated box. These codes are known as "SurgyTec download keys" and can be sponsored and provided to Users by a third party.

Article 18 Reimbursements for User Submissions

Only registered users who pay the applicable fee and submit Materials have the right to receive reimbursements when their Material is downloaded or viewed. The reimbursement fee is stated on the Website and is subject to change over time.

Article 19 Third Party and Affiliated Links

Our website contains external links to other websites including suppliers, advertisers and affiliates. We have no control over, and are not responsible for, the content of, or information gathered by, these other websites. We do not endorse any of these websites or the products or services associated with such websites merely because they are linked to our website.