

# License agreement

## 1 Preamble

- 1.1 By using the software you declare that you have read, understood and accepted the terms of use. If individual parts of these conditions are not acceptable to you, you may not use the software.

## 2 Rights of use

- 2.1 The user receives a simple, non-exclusive, non-sublicensable spatially unrestricted, and limited to the term of the license, right to use the software.

### 2.2 Non-commercial use

- 2.2.1 The use of the software as well as the use of images generated with or by the software are permitted for the following purposes without separate authorization:

- private use (preparation for examinations or practical courses, repetition and deepening of own medical knowledge).
- teaching purposes (live, in presentations, in teaching material)
- use in lectures, professional presentations or publications
- patient consultations
- professional information for patients and staff (e. g. brochures).

- 2.2.2 Images may be used for social media purposes without additional permission provided that:

- there is no commercial use
- material is not sold
- no advertising revenue is supported
- no more than five images are published per month.

- 2.2.3 When using images generated with or by the software, a reference must be made in which the software name and Effigos AG must be named. (e.g. "3D Explorer, Effigos AG").

- 2.2.4 Images may be altered provided that this does not result in any copyright infringements. In some cases, special permission may be required, especially if the content is protected by trademark law.
- 2.2.5 Passing on pictures to patients or learners (trainees, students, etc.) for information purposes is authorized. This permission is limited exclusively to the above-mentioned purpose and excludes disclosure to third parties for other commercial purposes.
- 2.2.6 Any additional purposes and quotas must be agreed with Effigos and require written permission.
- 2.2.7 After expiry of the license, non-commercial further use of existing images is permitted.

### 2.3 Commercial use

- 2.3.1 It is not permitted, without the permission of Effigos, to publicly display the software or images generated with or by the software,
  - to show them publicly in a commercial environment (e. g. trade fairs, paid training courses)
  - to sell
  - to use the software for advertising purposes.
- 2.3.2 Commercial use may only take place with the written consent of Effigos. Effigos reserves the right to issue the necessary license at a charge. Contact Effigos if you require images for commercial purposes.

## 3 Restrictions on use

- 3.1 Making the software available to the public is prohibited.
- 3.2 The software is not a medical product, decision support software or medical advice. The information provided by the software is for informational purposes only and is not a substitute for professional medical advice or diagnosis. If you rely on the information provided by this software, you do so entirely at your own risk.

## **4 Updates**

- 4.1 Effigos updates the software in order to adapt it regularly to new technical requirements (updates) and to eliminate software errors (bug fixes). There is no entitlement to further development of the software (upgrades).
- 4.2 Effigos may restrict or change functions without prior notice or liability.

## **5 Warranty and liability**

- 5.1 Effigos guarantees that the software can be used without infringing the rights of third parties.
- 5.2 Effigos is not liable for possible negative consequences, of whatever nature, arising from the use of the software and the knowledge conveyed by the software.
- 5.3 Effigos is not liable for the lack of or interrupted availability of the software.

## **6 Final provisions**

- 6.1 Should individual provisions of these terms of use be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remaining provisions of this contract.
- 6.2 The law of the Federal Republic of Germany shall apply. The place of jurisdiction is Leipzig.