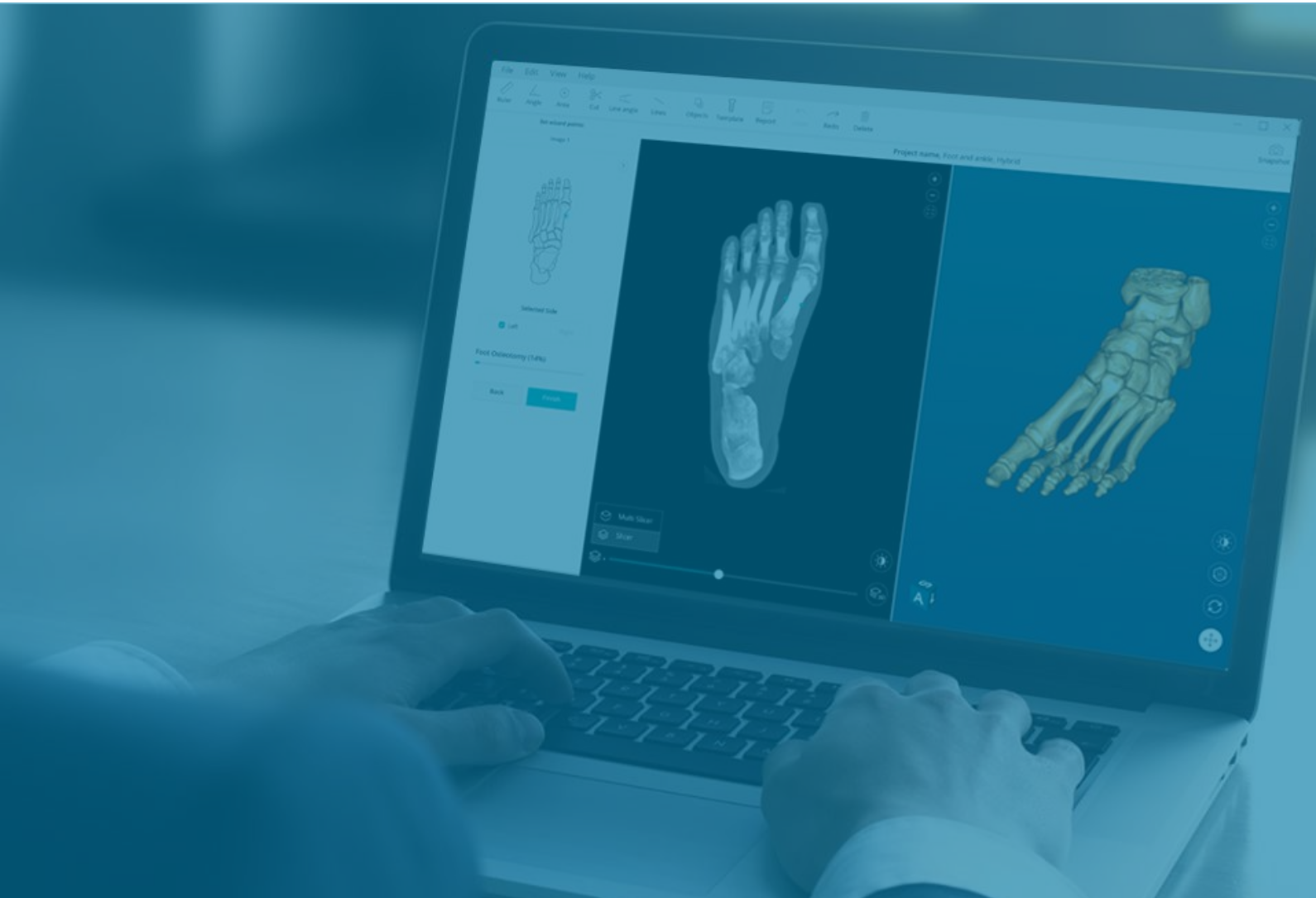


PeekMed®

Terms of use & Privacy Policy

Pre-operative Planning Software

Your planning helper for surgeries



Welcome to PeekMed®!

We are grateful you are using our products and services!



Before start using PeekMed®, please read carefully the following Terms of use.

The use of the Services described below implies the total and free acceptance of these Terms, and it is assumed the user read, understood and accepted all these Terms.

We are constantly changing and improving our Services. Peek Health S.A. may add or remove features or characteristics, as well as suspend, completely stop a service or add or create new limits to the Services to the user at any time. If Peek Health S.A. discontinues a Service, we will notify, if possible, the users with reasonable notice time and give them the possibility to get information out of that Service.

Peek Health S.A. believes that user's data belongs to the user and to preserve access to such data is important. The user may stop using the Services at any time and can request the information to be updated or forgotten by sending an email to support@peekmed.com, although we are sorry to see the user go.

Peek Health S.A. may modify these terms or any additional terms that apply to a service to, for example, reflect changes to the law or Peek Health S.A. Services. The user should consult the terms of use on a regular basis.

Modification notices of these terms of use shall be published in this [page](#). The changes will not be retroactively applied. The amendments relating to new functions for a Service or changes made for legal reasons will be effective immediately.

TERMS OF USE

1. Who are we?

Peek Health S.A., founded and headquartered in Braga, Portugal, is an innovative company with a highly focused and multidisciplinary team, working together to bring what technology can do best in the Healthcare industry. Peek Health S.A. develops, produces and markets medical software technology that facilitates more predictable patient treatments, currently focusing on orthopedic treatments, including Foot, Hip, Knee, Spine, Upper Limb and Trauma procedures.

2. Definition of Terms

“*Services*” - means the customer service solution made available by Peek Health S.A. online via the login subscription link at <https://www.peekmed.com> and other web pages designated by PeekMed®, including, individually and collectively, the Software, Updates, and Documentation, as applicable, together with all Associated Services the user might have purchased or deployed or to which the customer has subscribed (“Deployed Associated Services”), whether made available on a trial or paid basis.

“*Software*” – means software provided by the Peek Health S.A. contracting party (either by download or access through the internet) that allows an agent or end-users to use any functionality in connection with the applicable service.

3. User account

To use some of our Services, the user needs to have an account. An account must be created by signing up for the Software’s. The user receives an email at the provided address with automatically created credentials. These credentials provide access to the PeekMed® account. For security reasons, Peek Health S.A. recommends that the user reset the automatically generated password.

Access to user account

After creating the user account, the user will have access to our Services for as long as the user intends, if none of the parties wants to terminate the contract. The period of the contract can be modified by written agreement of both parties.

To protect the user account, the user should keep its password confidential. The user is solely responsible for the activity carried out in his/her account or through it.

The user must try at all efforts to not to reuse his/her account’s password in third-party applications. If the user becomes aware of any unauthorized use of his/her password or account, the user must contact us immediately at support@peekmed.com.

4. Use of our Services

Restrictions

- (i) When a Service requires or includes downloadable software, this software can be automatically updated on the user's device, so the new version or new features are available. Some services may allow the user to adjust automatic update settings.

- (ii) Peek Health S.A. grants a non-transferable, non-exclusive, royalty-free license to the user, for usage of the software provided to the user by Peek Health S.A., as part of the Services.
- (iii) This license is for the sole purpose of enabling the user to use and enjoy the benefit of the Services as provided by Peek Health S.A., in a way that is permitted by these terms of use.
- (iv) This user shall not copy, modify, distribute, sell or lease any part of our Services or the software included in it, or reverse engineer or attempt to extract the software source code, unless such restrictions are prohibited by law or if the user has our written consent.
- (v) Our Services may display some content that does not belong to Peek Health S.A..
- (vi) The user shall not remove, obscure or alter any legal notice presented in our Services or together with them.

Payment

- (i) The payment must be carried out as stated on the invoice. In the event the payment method is not present on the invoice, every payment must be carried out upfront on an annual basis.
- (ii) After getting access to Services, the user's payment must be carried out sometime in the following 14 consecutive days;
- (iii) In the event of a payment failure, Peek Health S.A. has the right and will stop immediately the access to its services;
- (iv) The user agrees to provide all the reasonable and necessary data so Peek Health S.A. can invoice him/her.

5. IP Rights

- (i) The use of our Services does not give the user any intellectual property rights of our Services or content accessed.
- (ii) The user cannot use content from our Services unless authorized by the respective owner or circumstances permitted by law.
- (iii) These terms of use do not grant the right to use any of the brands or logos used in our Services.

6. Confidentiality

- (i) All the collected user data is confidential, according to the present laws and our Privacy Policy.
- (ii) Peek Health S.A. does not collect patient data relative to any planning made with its Services. Thus, compliance of the Data Protection Act, related to patient Personal

Confidential Data, is not chargeable to Peek Health S.A.. It is the user's responsibility for protecting this data confidentiality.

7. Warranties and Disclaimer

The user accepts the following:

- (i) Peek Health S.A. provides Services with a commercially reasonable level of skill and care and hopes the user feels satisfied upon its usage.
- (ii) Except if expressly defined in these terms of use, neither Peek Health S.A. nor its suppliers or distributors make any specific promises about the Services. For example, no commitment as to the Services contents, the specific function of Services, reliability, availability or ability of the same to satisfy user needs. Peek Health provides the Services 'as it is'.
- (iii) Some jurisdictions agree to provide certain warranties, like the implied warranty of merchantability, fitness to a particular purpose and non-infringement. In the extent permitted by law, Peek Health S.A. excludes all warranties.

8. Liability of our Services

- (i) In cases where this is permitted by law, Peek Health S.A. and its suppliers and distributors are not responsible for lost profits, revenues or data, financial losses or indirect, special, derivatives, exemplary or punitive damages.
- (ii) At the extent permitted by law, the total liability of Peek Health S.A. and its suppliers and distributors for any claims under these terms of use, including for any implied warranties, is limited to the amount paid to use the Services by the user (or, if Peek Health S.A. chooses to do so, to provide the Services again).
- (iii) In all cases, Peek Health S.A., its suppliers and distributors shall not be liable for any loss or damage that is not reasonably foreseeable.

9. Cookies

Peek Health S.A., along with our partners, use various technologies to collect and store information when the user visits Peek Health S.A. Services. Such information may include the analysis of cookies and similar technologies to the user's browser or device ID. Peek Health S.A. uses cookies in order to improve and understand how its Services are used. The user activity, events performed, location, operating system, browser and device type are registered.

10. Jurisdiction

To any dispute resolution emerging from the interpretation and implementation of these Terms and Conditions of Use, the laws of the Portuguese Republic will apply and the parties agree as competent the Court of Braga, in Portugal, renouncing expressly to any other.

PRIVACY POLICY

Peek Health S.A. takes data privacy interests seriously. Peek Health S.A. collects information to provide services improvements to all users, from analyzing basic aspects, as the spoken language, to more complex like the most used features. Peek Health S.A. recognizes that information privacy is an ongoing responsibility, and so Peek Health S.A. will from time to time update this Privacy Policy as Peek Health S.A. undertakes new personal data practices or adopt new privacy policies.

A. Information gathering

- (i) Information the user transmits to us. For example, some of our services require the user to register an account which can be accessed through the website. When the user opens this account, Peek Health S.A. asks for personal information, such as name, email address, date or credit card information to hold onto the account.
- (ii) Information collected from our services usage by the user. Peek Health S.A. collects users' information regarding services and its usage. As an example, whenever the user performs some action on the website, or see and interact with our content. This information includes:
 - Device information. Peek Health S.A. collects specific device information (for example, browser or operating system version).
 - Registration information. When the user uses our services or view content provided by Peek Health S.A., we collect and store information automatically on the server logs. That includes:
 - Details on the service's usage;
 - Internet Protocol (IP) address;
 - Device event information, such as problems, system activity, hardware settings, browser type, browser language, the date and time of request and referral URL;
 - Cookies that may uniquely identify user's browser or account in PeekMed®.

- Location information. When the user uses our services, Peek Health S.A. may collect and process information about your actual location.
- Unique application numbers. Certain services include a unique application number. This number and information about user's installation (for example, the type of operating system and application version number) should be sent to Peek Health S.A. when install or uninstall that service or when that service contact regularly with our servers, as for automatic updates.
- Local storage. Peek Health S.A. may collect and store information (including personal information) locally on the user's device using mechanisms such as web browser storage (including HTML 5) and application data caches.

B. How Peek Health S.A. uses the information collected

- (i) Peek Health S.A. uses the information collected from all of our services to provide, maintain, protect and improve them, to develop new ones and to protect Peek Health S.A. and its users.
- (ii) When the user contacts Peek Health S.A., we keep a communication record to help solve any problem that the user may be facing. We can use the user's email address to inform about our services, for example, the upcoming changes or improvements.
- (iii) Peek Health S.A. uses the information collected from cookies and other technologies to improve the user experience and the overall quality of our services. One of the products Peek Health S.A. uses to do this is *MixPanel*.
- (iv) Our automated systems analyze user behavior to provide relevant product features.
- (v) Peek Health S.A. does not combine cookie information with personally identifiable information except if Peek Health S.A. has user authorization ("opt-in") to do so.
- (vi) Peek Health S.A. requests the user's consent before using information for other purposes than those defined in this Privacy Policy.
- (vii) Peek Health S.A. processes personal information on its servers from many countries around the world. Peek Health S.A. may process the user's personal information on a server located outside the country where the user lives.
- (viii) Peek Health S.A. uses the collected information to distribute its own information among its subscribers through email marketing campaigns.

C. How Peek Health S.A. shares the personal information

Peek Health S.A. may share user's personal information with other entities as required under applicable law or in the event of a sale or transfer of our business or assets.

D. Data subject rights

Whenever the user uses Peek Health S.A. Services, our goal is to offer the user access to his/her personal information.

When accessing, updating or deleting your personal information, Peek Health may ask the user to confirm his/her identity before heeding the request. You may send the request to support@peekmed.com.

Peek Health may reject requests that are repetitive, jeopardize the privacy of others or would be extremely impractical. Where Peek Health S.A. can provide access and correct information, Peek Health S.A. will do so free of charge, unless it requires a disproportionate effort.

E. Data storage retention

Peek Health S.A. retains data for the duration of the user or customer relationship with Peek Health S.A. and for a period of time thereafter to allow members to recover accounts if they decide to renew, to analyze the data for Peek Health S.A.'s own operations, and for historical and archiving purposes. For more information on where and how long your personal data is stored, and for more information on your rights of erasure and portability, please contact support@peekmed.com.

F. How to contact us

You can email us and our Data Protection Responsible at support@peekmed.com.