



Terms of Use

§ 1

Scope of Application

- 1.1 Smart Reporting GmbH (hereafter “**Smart Reporting**” or “**we**”) is delighted that you are interested in our online radiological reporting platform www.smart-radiology.com (hereafter “**platform**”). These Terms of Use apply to all agreements between Smart Reporting and you in relation to your use of the platform. You agree to comply with the Terms of Use when using the platform.
- 1.2 The agreement between Smart Reporting and you is governed solely by these Terms of Use and the confirmation pursuant to cl. 3.1.3. Your own terms of use do not apply, even if Smart Reporting does not explicitly exclude them.
- 1.3 The Terms of Use can be viewed and downloaded as PDF at www.smart-radiology.com/downloads/us-terms.pdf. You are also entitled to print the Terms of Use.

§ 2

Radiological Reporting Platform

- 2.1 Physicians or other persons that comply with the necessary legal requirements to write or contribute to medical reports for radiological examinations of persons (hereafter “**radiologists**”), and operators of hospitals and radiology clinics or practices (hereafter together “**users**”) may use the platform to issue radiological reports (hereafter “**reports**”) or to have such reports issued. Smart Reporting itself does not issue reports and does not offer them.
 - 2.1.1 After registration you are granted a personal account on the platform (hereafter “**user account**”). By means of the user account you have access to templates that support diagnostic radiological reporting (hereafter “**templates**”). The templates help you or the radiologists employed at your hospital, clinic or practice (hereafter “**employees**”) to create your own reports for your patients by providing a report structure along with building blocks of text (hereafter “**structured online reporting**”).
 - 2.1.2 At the end of this structured online reporting, the platform proposes a wording for the report (hereafter “**proposed wording**”). You may alter and amend the proposed wording as you wish, copy it and save it on your computer or server.
 - 2.1.3 Smart Reporting also enables you to create your own templates, which you may share with selected users or publish on the platform.

- 2.2 In addition to the use of structured online reporting, you may also use the platform to exchange information. For this purpose, you may upload texts, photos, graphics, videos, or other material (hereafter “**content**”) or link such content.
- 2.3 Smart Reporting does not provide internet access or any other technical services that are required to use the platform.
- 2.4 Smart Reporting continuously strives to optimize and enhance the platform and its content. This may require changes, particularly with regard to the report templates and the technical requirements of structured online reporting.
- 2.5 Smart Reporting may at all times assign wholly or in part the platform’s operation to subcontractors. Subcontractors are contractually bound by Smart Reporting’s data privacy rules and obliged to maintain confidentiality.

§ 3

Registration, Conclusion of Contract

- 3.1 You may use the platform only after registration. By registering, you conclude a contract with Smart Reporting concerning the use of the platform (hereafter “**user contract**”).
 - 3.1.1 Registration requires compulsory information that is requested during the registration process (hereafter “**contract data**”). You assure that the contract data is complete and correct and that you have not used the data of third persons. You shall inform Smart Reporting immediately of any changes to the contract data.
 - 3.1.2 By completing the registration procedure, you make a binding offer to form the user contract (hereafter “**offer**”). Prior to this, we provide you with a summary of the contract data. You may correct the data by using the buttons provided. Your offer will be binding on you for five (5) working days. Within this period of time, Smart Reporting reserves the right to accept or decline your offer. You are not entitled to claim the conclusion of the user contract.
 - 3.1.3 After registration, you will receive an email confirming the conclusion of the user contract (hereafter “**confirmation**”). On receipt of the confirmation, the user contract is valid and binding. Smart Reporting will now create your user account. Smart Reporting will store the confirmation, but you cannot open it and look at it again on the platform.

- 3.2 You can consult your contract data at any time in the internal section of the website under “Preferences”. Smart Reporting will use the contract data only for the performance of the user contract. In addition, Smart Reporting evaluates anonymized user data for statistical and empirical purposes.
- 3.3 Only natural persons which are legally competent, legal entities or partnerships may register. Legal entities or partnerships may only be registered by their natural representatives who must be named at registration. Only individuals or partnerships may be registered as owners of the user account (i.e., no married couples or families). Multiple registrations under various user names are forbidden.

§ 4 Login Data

- 4.1 You will receive personal login data that may be used only by yourself or such employees as you have indicated are entitled to access your user account. You shall ensure – as the case may be by instruction or agreements – that:
- 4.1.1 Login data is not passed on to third parties;
 - 4.1.2 Passwords are chosen which are difficult to guess;
 - 4.1.3 Login data and passwords are kept secret and separate from documents and information that mark them out as being login data or passwords for your user account; and
 - 4.1.4 Login data will be immediately changed by you, your employees or Smart Reporting if you or your employees gain knowledge about misuse of the login data. This also applies if you or your employees merely suspect or fear such misuse.
- 4.2 You are liable for damage as set out in Section 14 below.
- 4.3 In case of significant violation of the due diligence provisions according to cl. 4.1, Smart Reporting is entitled (temporarily) to block your access to the user account. Smart Reporting shall notify you of this via email.

§ 5 Term, Termination and Ban

- 5.1 The term of the user contract depends on your selection at registration (hereafter “**term**”).
- 5.2 Contracts of one month duration may be terminated by both parties at any time. Contracts running for a longer period may be terminated at any time before two (2) weeks

prior to the end of the respective duration. If the user contract is not effectively terminated, it is extended automatically by the duration that was most recently in effect. Termination must be in writing. In particular, you may issue the termination via email to info@smart-radiology.com.

- 5.3 Irrespective of the ordinary notice of termination, both parties have the right to termination for cause without notice. For Smart Reporting, such cause is given in particular if:
- 5.3.1 You are in full or partial default of a payment, which has become due and payable;
 - 5.3.2 You violate Smart Reporting's code of conduct or in other ways infringe on material provisions of the user contract or of the terms of use, and provide no remedy within thirty (30) days of notice of such violation. Notice is not necessary if the violation cannot be cured, or if the infringement is so serious that Smart Reporting cannot reasonably be bound to honor the user contract. Furthermore, the seriousness of an infringement can also accrue from your having been warned repeatedly for a comparable infringement;
 - 5.3.3 The requirements of a statute, a court or an authority do not allow Smart Reporting to offer the platform in the form agreed to under this agreement;
or
 - 5.3.4 Smart Reporting discontinues the platform or its business.
- 5.4 After contract termination, you no longer have access to your user account. Smart Reporting is not responsible for backing up the information stored in your user account.

§ 6 Fee, Payment

- 6.1 Whether or not you must pay a fee for using the platform (hereafter "**usage fee**"), depends on the kind and extent of use you have selected upon registration (hereafter "**extent of use**"). Information regarding the extent of use and the usage charges can be found in the schedule of prices and services currently in force under www.smart-radiology.com/downloads/us-pricesandservices.pdf.
- 6.2 To the extent that the use of the platform is offered free of charge, we retain the right to change the scope of usage at any time.
- 6.3 You may extend (hereafter "**extension**") or limit (hereafter "**limitation**") the extent of use initially selected at any time.

- 6.3.1 An extension is also possible during the contract term. Upon receipt of the confirmation of an extension, a new user contract becomes valid and binding. The changes to the extent of use come into effect no later than the next working day. Payments already made are counted proportionally against any usage fee due after extension.
- 6.3.2 A limitation of the extent of use is only possible at the end of the agreed contract term. Section 6.3.1 applies accordingly.
- 6.4 You shall pay the usage fees in advance. With regard to user contracts with a term of more than one month, payment of the usage fee is due upon contract formation pursuant to § 3.1. Payments of monthly contracts are due at the 1st day of every month of use, and are invoiced by Smart Reporting.
- 6.5 All invoices shall be paid within fourteen (14) business days after their receipt.
- 6.6 If you are in default with a payment, Smart Reporting is entitled to charge interest to the amount of eight (8) percentage points above the base interest rate. Smart Reporting reserves the right to provide evidence for higher damages.
- 6.7 You may only set off claims that Smart Reporting does not contest or that have been legally recognized against the payment claims by Smart Reporting. You may only execute your right of retention if your counter-claim is based on the same contractual relationship.
- 6.8 If you do not fulfil your payment duties or if paid moneys are reversed, Smart Reporting is entitled to block access to the user account. If the blocking or suspension is due to outstanding sums and, if such sums are paid, the access will be unblocked.
- 6.9 Smart Reporting is entitled to change the usage charge for the upcoming contract term. Smart Reporting will notify you about any changes at the latest six (6) weeks before the changes come into force. If you disagree with the changes, you may terminate the user contract no later than two (2) weeks before the changes come into force. If you do not terminate, your agreement with the changes will be presumed.

§ 7 Platform Usage

- 7.1 You shall not to misuse the platform. In particular you are not allowed:
 - 7.1.1 to pass yourself off as another person on www.smart-radiology.com or its sub-sites, or a subdomain and its sub-sites, particularly as an office holder, an employee or representative of Smart Reporting, or as someone responsible for the service, or pretend to be affiliated with such person;

- 7.1.2 to replicate or manipulate user names or other identifications in order to disguise the origin of contents transferred using the platform;
 - 7.1.3 to save or publish and/or transfer on the platform unsolicited advertising material, chain letters or other actions using a snowball system;
 - 7.1.4 to copy, sell, share, publish or use for any commercial purposes, other than as allowed by the user contract, the information offered by Smart Reporting or other users of the platform;
 - 7.1.5 to collect, store, and/or transfer personal data of other users, except as permitted by applicable law;
 - 7.1.6 except as allowed by this agreement regarding the creation of templates; to block, overwrite or change content belonging to Smart Reporting;
 - 7.1.7 to use, access, or communicate with the platform in a manner that impairs the security, integrity and/or availability of Smart Reporting systems and software; or to disturb in other ways the normal functioning of the platform; or to access the platform, or any data contained in the platform, in an unauthorized way.
- 7.2 If you use the platform as an operator of a hospital or radiology clinic, you are responsible to ensure, by relevant instructions and agreements, that the duties pursuant to § 7.1 are complied with by your employees, and you are liable for any abusive conduct by your employees with respect to Smart Reporting.
- 7.3 You shall indemnify and hold harmless Smart Reporting against any loss, damage, liability, or expense (including reasonable attorneys' fees) sustained by it as a result of third-party claims based on violations of §§ 7.1 and 7.2. You shall promptly notify Smart Reporting in writing of the claim. Smart Reporting shall have sole control of its defense and settlement. Smart Reporting shall receive reasonable assistance from you in its defense and settlement. You shall make no admission or settlement in respect of such claim.
- 7.4 In case of material misuse of the platform pursuant to §§ 7.1 and 7.2, notwithstanding any other rights Smart Reporting may have under this agreement or at law, Smart Reporting may temporarily block your access or the access of individual employees to the user account. If the access to the user account is blocked, you must not obtain access to the platform by means of a new or alternative user account.

§ 8

Publication of Templates, Peer Review

- 8.1 The publication of a template you have created requires prior approval by Smart Reporting. Smart Reporting retains all rights to publication of any templates created for the platform.
- 8.2 If you agree with Smart Reporting to the publication of a template or if you, as a reviewer, give clearance to a template for publication, you attest that you have generated or verified the template, respectively, according to the relevant current state of medical sciences in effect at the time of the publication. Smart Reporting will credit you as (co-)author upon publication and usage of the template.
- 8.3 Users may evaluate and comment on templates (hereafter “**evaluation**”). Smart Reporting is not responsible for the content or judgment of such evaluations. Evaluations are not reviewed. If you take the view that an evaluation is wrong, not objective or insulting or violates your rights in other ways, please notify us via email at info@smart-radiology.com so that we can inspect the evaluation and protect your rights.

§ 9

Structured Online Reporting, Patient Data

- 9.1 Smart Reporting solely provides you with tools so that you may create reports.
- 9.2 During the process of structured online reporting, Smart Reporting does not ask for patient-related data such as name, date of birth, age or gender (hereafter “**patient data**”). The proposed wording may only then be filled in with patient data when you have transferred it to your computer or server and continued to use it there. You shall not enter personal patient data on the platform.
- 9.3 The use of the templates does not discharge you of the duty to provide an independent and thorough diagnosis. You, are solely responsible for, and must ensure the compilation and formulation of correct findings by means of the templates you have chosen and the text building blocks, as well as the appropriate, accurate and complete documentation of your patient’s report.
- 9.4 You shall indemnify and hold harmless Smart Reporting against any loss, damage, liability, or expense (including reasonable attorneys’ fees) sustained by it as a result of third-party claims which result from your violation of this agreement pursuant to §§ 9.2 and 9.3. You shall promptly notify Smart Reporting in writing of the claim. Smart Reporting shall have sole control of its defense and settlement. Smart Reporting shall receive reasonable assistance from you in its defense and settlement. You shall make no admission or settlement in respect of such claim.

§ 10
Liability for Content

- 10.1 With the exception of templates you have generated yourself, you are solely responsible for all content that you store, publish or transfer during platform usage. You will inspect the contents thoroughly. There is no inspection by Smart Reporting.
- 10.2 You ensure that the contents:
- 10.2.1 Are solely related to authorized platform usage;
 - 10.2.2 That you store, publish and/or transfer, according to the relevant statutes and your due assessment are not unlawful, do not discriminate against race, religious belief or gender, do not amount to harassment, insult, defamation, obscenity, pornography, or the glorification of violence;
 - 10.2.3 That you store, publish and/or transfer do not violate either directly or indirectly third party rights, particularly patents, trademarks, licenses, copyrights and neighboring rights, other property rights or personal rights;
 - 10.2.4 Do not contain information or data that you are, by contract and/or according to applicable law, not allowed to store, publish and/or transfer; and
 - 10.2.5 Do not contain information such as instructions that are capable of causing direct or indirect bodily harm or physical damage. When uploading content you undertake (insofar as it is necessary), to indicate authorship, copyright or similar rights truthfully and completely.
- 10.3 If you use the platform as an operator of a hospital or radiology clinic, you ensure by instructions and agreements that the duties according to §§ 10.1 and 10.2 are complied with by your employees, and you are liable for any abusive conduct by your employees with respect to Smart Reporting.
- 10.4 You shall indemnify and hold harmless Smart Reporting against any loss, damage, liability, or expense (including reasonable attorneys' fees) sustained by it as a result of third-party claims which result from your violation of this agreement pursuant to § 10.2. You shall promptly notify Smart Reporting in writing of the claim. Smart Reporting shall have sole control of its defense and settlement. Smart Reporting shall receive reasonable assistance from you in its defense and settlement. You shall make no admission or settlement in respect of such claim.
- 10.5 Smart Reporting is entitled to completely or partially remove content from the platform and delete it, if it does not comply with the requirements pursuant to § 10.2.

§ 11

Grant of Rights

11.1 You grant to Smart Reporting the irrevocable, exclusive, unlimited, assignable and sub-licensable right, encompassing all known and unknown types of use, to use and edit the templates and other content that you or your employees have published; or that you, as a reviewer, have inspected and released according to the purpose of the contract. This section 11.1, and its included subsections, shall survive termination of the agreement.

11.1.1 In particular, Smart Reporting is entitled to

- a) Reproduce and distribute templates and content on electronic storage media of any kind;
- b) Feed templates and content into electronic databases, electronic data networks, telephone services, etc., and to store them and provide them to a large number of users via digital and other transmission technology (e.g. internet, WAP, GPRS, UMTS) in a way that the templates and content, independent of time and place, can be accessed, reproduced, stored, forwarded and also printed, particularly as part of or under the use of media, mobile-based services, apps, SMS, MMS, newsletters, twitter services, social networks (including the authority of third parties to share and to recommend the contributions); the right for an interactive usage of the templates and content or parts thereof is included;
- c) Send templates and content, whether in analogue or digital format and regardless of the transmission technology (e.g. wired radio, cable- and satellite broadcasting, internet) and the transmissions format (e.g. stations governed by public and private law, including subscriber TV and radio, video text, on-demand-services, pay TV) and/or publicly reproduce such programs;
- d) Present the templates and content in any format any number of times, including the right to record the presentation onto image, audio or data carriers of any kind and use such recordings within the scope of the contract;
- e) Publish, reproduce and distribute the templates and content in printed form, in particular newspapers, magazines and books;
- f) Systemize, summarize, shorten, share, rearrange, shrink, enlarge the templates and content, or to combine them with other works,

translate them or edit them in any other way without prejudice to the personality rights of the author and of holders of neighboring rights and other IP rights and of those pictured by the templates and content; and

- g) Archive the templates and content in their original or in their edited format together with other content in electronic databases and to provide them to third parties, also for downloading, forwarding and for printing.

11.1.2 Smart Reporting is entitled, irrespective of § 11.1, to store content and to forward it to third parties if this is required by law or, by due consideration, necessary and legally permissible in order to:

- a) Comply with legal requirements or judicial or regulatory orders;
- b) Enforce these terms of use;
- c) Respond when third parties raise a claim; or
- d) Ensure the rights, property or personal security of Smart Reporting, its users or the public.

11.2 Smart Reporting grants you for the duration of this agreement, the non-exclusive right to create new templates, and create reports using templates contained in the Platform, for the purpose of the contract. There is no right to use particular text building blocks. It is prohibited to copy, spread, publicly make available and edit the templates without the consent of Smart Reporting. You agree (if available), to indicate truthfully and completely any evidence for authorship, copyright and neighboring rights when using the proposed wording.

11.3 Upon termination or expiration of the agreement between you and Smart Reporting, you shall be entitled to access, download, or edit existing reports which you have created for a period of 90 days. Once this 90 day period has expired, Smart Reporting shall have returned to you all reports to which you had access, in a form readable and useable by you. Additionally, after the expiration of the 90 day period, Smart Reporting shall delete all reports which you created within the Platform.

§ 12

Evidence for Infringements

12.1 Smart Reporting respects the intellectual property of third parties and demands this respect in turn from its users.

12.2 If you take the view that your copyrights or other rights are infringed upon by content that one of our users has stored, published or transferred in the scope of our services, please notify us via email at info@smart-radiology.com so that we can immediately take action against the misuse of our services and protect your rights. Please provide the following information:

12.2.1 A description of, for example, the work that is copyright protected, and that in your opinion has been violated;

12.2.2 A description, as detailed as possible, of where the material is located, which in your opinion infringes your copyrights or neighboring rights, preferably by means of a screenshot;

12.2.3 Your address, telephone number and email address;

12.2.4 A statement signed by you that, according to your best knowledge and belief, the faulty usage has not been approved by the rights holder, his representative or by statutory laws.

§ 13

Warranty Disclaimer

13.1 SMART REPORTING DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS RELATING TO THE SUPPLY, PURPORTED SUPPLY, DELAY IN SUPPLYING OR FAILURE TO SUPPLY THE PLATFORM, OR QUALITY OF PERFORMANCE OF PLATFORM, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXCLUDED.

§ 14

Liability

14.1 Nothing in this Agreement shall exclude or limit either party's liability for: (i) death or personal injury caused by its negligence; (ii) the tort of deceit; or (iii) any other liability which cannot be excluded or limited by law.

14.2 SUBJECT TO THE FOREGOING, THE PARTIES AGREE THAT THE TOTAL LIABILITY TO EACH OTHER FOR DAMAGES OF ANY KIND IN ANY YEAR OF THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED ONLY TO THE AMOUNT OF PAYMENTS RECEIVED BY SMART

REPORTING FROM YOU UNDER THIS AGREEMENT IN THAT YEAR. EXCEPT FOR BREACHES OF THE CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR SAVINGS, LOST BUSINESS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF USE OR MONEY, LOSS OF BUSINESS, LOSS OF OPPORTUNITY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (WHETHER OR NOT ALSO CONSTITUTING ONE OF THE FOREGOING SPECIFIC TYPES OF LOSS), WHETHER BASED ON BREACH OF CONTRACT TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

§ 15

Force Majeure

- 15.1 If events or circumstances lying beyond the sphere of influence of Smart Reporting (Force Majeure) make the operation of the platform impossible, Smart Reporting is exempted from the duty to perform. You will be reimbursed for payments already made.
- 15.2 If particular events of Force Majeure constitute the interruption or breakdown of the internet or other networks, telecommunication connections, power supply or of infrastructures and of providers and suppliers, you will not be reimbursed for payments already made.

§ 16

Confidentiality and Data Protection

- 16.1 Smart Reporting has established a privacy and information security program which is compliant with the privacy and security rules promulgated by the US Department of Health and Human Services in 45 CFR Parts 160 and 164, for any Protected Health Information (as defined by Title 45 of the Code of Federal Regulations). This program includes appropriate technical, physical and organizational measures to protect data against: unauthorized or accidental destruction, alteration or disclosure; accidental loss; unauthorized access; misuse; unlawful processing; or damage. These measures include equipment, application and information security, access security and training of staff who are required to process data about this Statement and the appropriate processing of PHI (as defined by Title 45 of the Code of Federal Regulations). Smart Reporting imposes these obligations on any subcontractor or agent it engages.
- 16.2 Where required by applicable law, Smart Reporting (and any such agent used by Smart Reporting for the development, use or maintenance of the platform), will

promptly notify you of any actual or potential compromise to the security, confidentiality, or integrity of any personal data under which Smart Reporting has control.

- 16.3 During the term of this Agreement, each party to this Agreement may disclose certain information which either party would reasonably deem confidential (“Confidential Information”) to the other party. Each party shall refrain from using or exploiting any and all Confidential Information of the other party for any purposes or activities other than those specifically authorized in this Agreement. Except as otherwise specifically permitted herein or pursuant to written permission of the party to this Agreement owning the Confidential Information: (i) each party represents and warrants that it will hold Confidential Information in confidence and protect the Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose; (ii) neither party shall disclose or facilitate disclosure of Confidential Information of the other party to anyone except its employees who are authorized according to this Agreement and who need to know such information for purposes set forth in this Agreement, and will procure that those of its employees and consultants to whom the Confidential Information is disclosed, comply with its obligations under this Agreement with respect to the Confidential Information; and (iii) all Confidential Information made available hereunder, including copies thereof, shall be returned to the disclosing party or shall be certified as destroyed at the request of the disclosing party.
- 16.4 The obligations of each party under this Agreement will not extend to any information that: (i) is known to the other party on the date of disclosure and/or was independently and legally derived or developed by the receiving party at the time of disclosure; (ii) becomes publicly known by public use or by publication or otherwise ceases to be secret or confidential through no fault of the other party; (iii) is acquired by either party from a third party which was not, to the recipient's knowledge, under an obligation to the disclosing party not to disclose such information; (iv) has been approved for release by written authorization of the disclosing party; or (v) has been disclosed pursuant to a requirement of law, provided, however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency or other governmental body, the receiving party shall give the disclosing party a written notice of such order or requirement and, in any event, such notice shall be prior to disclosure of such information.

§ 17

Amendments

Smart Reporting is entitled to amend at any time the terms of use. You will be notified of the amended provisions in writing at the latest six (6) weeks before their entry into force. The amendments will be deemed to have been accepted if you do not object to them within six

(6) weeks after receipt of the notification. If you exercise the right to objection, the amendments do not become part of the agreement and the agreement will be terminated.

§ 18 Applicable Law

This Agreement is made in accordance with, and shall be governed and construed under, the laws of the State of New York. The parties expressly waive the United States Convention for the International Sale of Goods.

§ 19 Final Provisions

- 19.1 Changes and supplements to these Terms of Use must be made in writing. This also applies to the annulment or change of this written clause. There are no oral agreements.
- 19.2 If individual provisions of these Terms of Use are void, the validity of the remaining Terms of Use is not affected. If an individual condition of use is void, the parties will agree on a valid replacement condition that economically approximates the void condition as close as possible. This also applies in case of a regulatory gap.
- 19.3 The relationship of the parties established by this Agreement is of licensor and licensee or independent contractors, and nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party; or constitute the parties as principal and agent, employer and employee, partners, participants in a joint venture, co-owners or otherwise as participants in a joint undertaking. The parties understand that, except as specifically provided for in this Agreement, neither party grants the other party the power or authority to make or give any agreement, statement, representation, warranty, or other commitment on its behalf, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on its behalf, or to transfer, release, or waive any of its rights, title or interests.
- 19.4 Smart Reporting is entitled to assign the existing rights and duties from the contract with you to another company. If an assignment takes place, you will receive a notification, which also includes a term for the deletion of the user account in case you do not agree with the assignment.
- 19.5 This Agreement contains the entire understanding of the parties as to its subject matter and supersedes all other (including prior) agreements, arrangements, representations, warranties, conditions or other terms in relation to its subject matter, and may not be modified except in writing executed by both parties.

- 19.6 The failure, refusal or neglect by any party to exercise any right, power or option provided for herein shall not be deemed a waiver of any right, power or option hereunder. Any waiver of any right or default hereunder shall be effective only if made in writing and in the instance given and, shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.

§ 20

Identification of Service Provider

Our contact details are:
Smart Reporting GmbH,
represented by their chief executives:

Wieland Sommer, M.D.,MPH,
Johannes Huber, Ph.D.

Bayerstraße 1
80335 München
Germany

Commercial Registry No.: HRB 216825
Commercial Registry Court: München, Germany

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