

## TERMS AND CONDITIONS

### GENERAL TERMS

The present terms and conditions (hereinafter referred to as: '**Terms and Conditions**') determines and describes the complete terms and conditions applicable on the use of the services or the website (<https://www.cephassistant.com/> hereinafter referred to as '**Ceph Website**') of Ceph Assistant Korlátolt Felelősségű Társaság (seat: H-1023 Budapest, Mecset utca 8. 2. em. 1.; tax number: 32055102-2-41; court registry number: 01-09-404647; hereinafter referred to as: '**Ceph Assistant**' or '**We**') by any user regardless their registered or non-registered status (hereinafter referred to as '**User**' or '**You**'; You and Ceph Assistant hereinafter jointly referred to as '**Parties**').

Ceph Assistant declares that it provides AI-driven software services which help You to make a cephalometric analysis (hereinafter referred to as: '**Ceph Services**'). Ceph Services is based on artificial intelligence developed and tested with orthodontists. Ceph Assistant provides the Ceph Services in accordance with the present Terms and Conditions and its privacy policy (<https://www.cephassistant.com/privacy-policy>; hereinafter referred to as '**Privacy Policy**'). The personal data managed by the clients of Ceph Assistant is regulated by the data processing agreement (<https://www.cephassistant.com/dpa>; hereinafter referred to as '**DPA**'). It is your responsibility to inform your customers about the DPA. The DPA is available at all times on the Ceph website. Accordingly, this Terms and Conditions includes the rights and obligations of both You and Us, the conditions for the conclusion of the contract, the deadlines for performance, the terms of payment, the liability rules, as well as the conditions for exercising the right of withdrawal. By using the Ceph Website or the Ceph Services, You explicitly declare that You read the present Terms and Conditions and explicitly agree to be bound by its terms set forth therein. Provided that You do not agree to be bound by the terms of the present Terms and Conditions, You are not entitled to use Ceph Website or Ceph Services.

The technical information necessary for using the Ceph Website and Ceph Services, which is not included in this Terms and Conditions, is provided through other information available on Ceph Website. Please note that any tutorial or educational content on Ceph Website are intended solely to demonstrate how to use Ceph Services and do not constitute as a medical advice.

The present Terms and Conditions shall constitute a written binding legal agreement (hereinafter referred to as '**Agreement**') between Ceph Assistant and You. You shall comply with the present Terms and Conditions at all times.

The language of the present Terms and Conditions is English. Please note that Ceph Website is available in Hungarian, English, German, Spanish, and French languages as well.

The present Terms and Conditions shall be applied to all Ceph Services, nevertheless Ceph Assistant may apply separate policies and terms to its other provided services.

Ceph Assistant does not differentiate between the use of the Website and Ceph Services by Users within the territory of Hungary and those outside the European Union. This Terms and Conditions shall apply to the Use of Ceph Service outside Hungary as well.

Please note that, on mobile phones and tablet computers, only the registration and profile data modification functions are available. The interactive measurement interface is not compatible with the touch screen. To use all the features of Ceph Services, please use Ceph Services from your personal computer.

Please note that these Terms and Conditions apply exclusively to services available through subscription. The use of user accounts is prohibited from being transferred to third parties. A separate agreement must be concluded in all other cases, particularly, but not exclusively, in the following cases: resale of Ceph Services, for own software development purposes, etc. You acknowledge that the subscription under these Terms and Conditions is for your personal use only. If You use Ceph Services outside the scope of these Terms of Service, Ceph Assistant is entitled to immediately suspend access to your profile and seek compensation. Use must be exclusively manual; programs or robots may not be used during operation. In the event of any unusual or abusive use, we reserve the right to immediately suspend the user account and initiate an investigation.

## 1. REGISTRATION TO CEPH SERVICES

- 1.1. As Ceph Assistant provides Ceph Services as a pay as you go service, the use of Ceph Services are subject to a registration and payment (hereinafter referred to as '**Subscription**') procedure. The provisions governing the registration to Ceph Services set forth in the present section of the Terms and Conditions, whereas the provisions governing the Subscription and the payment regulations set forth in point 3. of the Terms and Conditions. You are entitled to register to Ceph Services at any time.
- 1.2. In order to access and use the Ceph Services and become a ceph member (hereinafter referred to as '**Ceph Member**'), You shall create your custom account (hereinafter referred to as '**Account**'). To create a new Account, You shall provide Ceph Assistant with the information as follows by submitting a duly completed registration form:
  - name;
  - valid e-mail address;
  - password;

The registration form can be found at <https://app.cephassistant.com/register>

You may optionally provide the following additional information that allows to customize your Account and the generated analysis:

- name of your organization (praxis, etc.)
- 1.3. After submitting the duly completed registration form, We will send you a confirmation email to the email address provided during registration. Through the confirmation email, We verify that You have provided a valid email address. To confirm your registration and verify your e-mail address, please click on the link on the confirmation e-mail. If You do not receive the confirmation e-mail, please click on the resend option. We would like to draw your attention to the fact that providing an incorrect email address or a full mailbox may result in the non-delivery of the confirmation e-mail and may prevent the approval of your registration. If You have finalized the registration and discovers an error in the provided data, You must initiate the modification of the

registration as soon as possible. You can notify Us of the modification of the incorrect data by sending an email to Us.

- 1.4. Ceph Assistant has sole discretion whether to approve or reject your registration to Ceph Services. Upon Ceph Assistant approves the registration of yours to Ceph Services, You become a Ceph Member. Provided that Ceph Assistant does not reject your registration within 5 (five) working days, it shall be deemed that your registration is approved by Ceph Assistant.
- 1.5. Should your registration be accepted pursuant to point 1.4., initially, We provide You with three free Analyses. You shall use the free Analyses at your sole discretion. The Agreement shall be deemed as concluded when You upload the first Image or start creating your first Custom Analysis.
- 1.6. The information provided by You in the course of the registration procedure will be processed pursuant to the Privacy Policy. We would like to draw the attention of data providers to the fact that if they are not providing their own personal data, it is the data provider's responsibility to obtain the consent of the data subject.
- 1.7. Should any change occur in the information provided by You, You shall amend your respective information in your Account immediately, but no later than in 2 (two) working days.
- 1.8. Your login information is for the personal use of You and shall not be used by or disclosed to any third party. You shall be responsible for the confidentiality of your login information. Should You detect or suspect that your login information has been disclosed or your account has been compromised, You shall immediately change your password and notify Ceph Assistant thereof.
- 1.9. Ceph Assistant shall not be held liable for losses caused by any unauthorized use of your Account. You shall be held liable for the losses of Ceph Assistant or any third parties due to such unauthorized use of Ceph Website or your Account.
- 1.10. You shall be held accountable from the damage arising from the inaccuracy or falsehood of the data or information provided by You.

## **2. USE OF CEPH SERVICES**

- 2.1. In order to use the Ceph Services e.g., to create a cephalometric analysis, You shall use 'NEW ANALYSIS' function of Ceph Website and upload a digital dental record (hereinafter referred to as: 'Dental Record') in the described format. The available Ceph Services are published on the Ceph Website.
- 2.2. You in your sole discretion may edit the brightness or the contrast of the uploaded Dental Record.
- 2.3. You may optionally provide the following information concerning the Dental Record:
  - Stage of the treatment;
  - Patient ID;
  - Sex;
  - Date of birth;

- Missing teeth.

The information regarding the gender and the date of birth may significantly affect the reference values of some parameters. Please note, that you are strictly forbidden to share the real name of your patient when providing the patient ID. Ceph Assistant recommends using anonymous combinations when providing Patient IDs. You are responsible and You bear all liabilities arising from the breach of the present regulation.

- 2.4. Upon the Dental Record is uploaded duly, Ceph Assistant provides You a certain type of standard analysis (hereinafter referred to as '**Analysis**'). You can select from several analyses types (hereinafter referred to as '**Analysis Type**') in order to obtain the desired Analysis.
- 2.5. The artificial intelligence (hereinafter referred to as '**AI**') places landmarks (hereinafter referred to as '**Landmarks**') on the Dental Record. Each Analysis Type uses different parameters (hereinafter referred to as '**Parameter**') as per which the values (hereinafter referred to as '**Values**') of the Dental Record are determined. Furthermore, each Analysis Type uses different references (hereinafter referred to as '**References**') in order to determine the differences (hereinafter referred to as '**Differences**') between the Values and the References. You may amend the Landmarks position in the Dental Record in your sole discretion. Please be advised that if you change the position of the Landmarks, the Values and the Differences may change accordingly.
- 2.6. When a visible calibration ruler is displayed, before the Analysis, You must calibrate the Dental Record according to the 2 pre-placed measuring points (if there are distance measurements). If You neglect calibration, a pop-up window will alert You to the need for calibration. The lack of calibration may significantly affect the obtained Values. You have the opportunity to measure any angle and distance on the Dental Record using freely placed Landmarks.
- 2.7. By dragging the mouse over the information button placed next to the Parameters, You can see the full name of the Parameter and other relevant information associated with that Parameter. If You drag the mouse over the specific Parameter on the table, the measurement associated with that Parameter will be highlighted on the Dental Record.
- 2.8. You may choose between table and template views. In template view, a template image analyzed according to the selected analysis type shall be visible. Please note that the analyzed template image solely serves as a hint for the Users, it does not constitute as a professional or medical advice or diagnosis in any way.
- 2.9. You may write a comment (hereinafter referred to as '**Comment**') to each Parameter and establish a summary (hereinafter referred to as '**Summary**') concerning the Analysis as well. Should the Parameters deviate from the reference Values, a relevant comment according to the academic reference shall appear. Please note that this does not constitute as a professional or medical advice or diagnosis in any way.
- 2.10. Upon You deem the Analysis finished, You may save the Analysis in pdf. format (hereinafter referred to as '**Report**'). The following information shall be displayed in the saved Analysis:

- Patient ID;
- Date of Birth;
- Analysis type;
- Analysis date;
- Parameter, Values, References and Differences based on the Analysis;
- Comments;
- Summary (if any);
- Facial growth pattern (if any);
- Harmony box (if any).

You have the option to save only the points and lines of the Analysis performed on the Dental Record in the Report instead of the entire analyzed Dental Record by choosing the Landmarks image option.

For lateral cephalometric X-ray images, we optionally provide You with a Facial growth pattern if You choose the Facial growth pattern option. Facial growth pattern is a visual comparison using four measured Parameters.

For lateral cephalometric X-ray images, You can use the Harmony Box option according to the Hasund harmony box definitions by choosing the Harmony Box Settings function. On the Harmony Box Settings function, You may freely align the harmony line. Based on the alignment of the harmony line, a relevant tendency according to the academic reference may appear. Please note that this does not constitute as a professional or medical advice or diagnosis in any way.

Please be advised that the Report is indicative solely, any diagnoses should be made at the discretion and sole liability of the person utilizing the Report.

- 2.11. For lateral cephalometric X-ray images, You may create your own custom analysis (hereinafter referred to as '**Custom Analysis**') by selecting 'CREATE CUSTOM ANALYSES' function of Ceph Website. In the course of creating the Custom Analysis, You may choose different Parameters from the standard Analysis Types. You may amend the name of the Parameters and the References of that certain Analysis Type. The abovementioned amendments will apply only for that certain Custom Analysis in which you implemented the amendments. Ceph Assistant disclaims any liability arising from the amendment of the name of the Parameters or the References of the Analysis Types. You are strictly forbidden to upload images that can be used to identify the person in the image. You are responsible and You bear all liabilities arising from the breach of the present regulation.
- 2.12. To assist You to create your Analysis, We – particularly, but not exclusively – use the academic references as follows:
  - Hasund, A. (1990) *Cefalometria: Diagnózis És Kezeléstervezés*. Budapest: Medicina.
  - Segner, D. and Asbjørn Hasund (1991). *Individualisierte Kephometrie*.
  - Jacobson, A. (1995). *Radiographic Cephalometry*. Quintessence Publishing (IL).
  - G. Fábián, K. Gábris, and I. Tarján, (2013): *Gyermekfogászat, fogsabályozás és állcsont-ortopédia*. Budapest: Semmelweis Kiadó,
  - M. M. Molnár (2020) *Ortodonciai propedeutikai munkafüzet*

- Proffit, W.R., Fields, H.W., Larson, B.E. and Sarver, D.M. (2019). *Contemporary orthodontics*. 6th ed. Philadelphia, Pa Elsevier.

2.13. We have collected and answered the most frequently asked questions at <https://www.cephassistant.com/faq> (hereinafter referred to as '**FAQ**'). We will update the FAQ on a regular basis, therefore, We suggest You to review the FAQ oftentimes.

### **3. SUBSCRIPTION, PAYMENT**

- 3.1. Considering that Ceph Assistant provides Ceph Services as a pay as you go service, the use of Ceph Services is subject to a payment of a certain subscription fee (hereinafter referred to as '**Subscription Fee**') under the conditions set forth thereafter. No Subscription Fee will be applied if You do not use the Ceph Services. Upon the approval of your registration, We provide You the option to create 3 Analyses for free of charge. The generation of the first 3 Analyses is not subject to the payment of the Subscription Fee.
- 3.2. If You deplete the first 3 Analyses, Ceph Assistant provides You with a monthly Subscription for a certain Subscription Fee. To subscribe, You shall provide your address, your tax ID (if Ceph Member are legal entity) and your payment information. The applicable Subscription Fee shall be displayed in Ceph Website. By paying the Subscription Fee You shall be entitled to create a certain number or unlimited Analyses monthly, in accordance with the current subscription plan of Ceph Assistant. Please note that the information published on Ceph Website by Ceph Assistant does not constitute an offer to enter into a contract. Under the scope of this Terms and Conditions, You are considered the offeror.
- 3.3. Your Account can only be used by one individual. In case of a violation of this provision, We are entitled to immediately terminate your access to Ceph Services and delete your Account.
- 3.4. Please note that We may provide you with a Custom Offer to use Ceph Services. Should You use Ceph Services based on the Custom Offer, We may differ from the provisions of this Terms and Conditions (e.g. invoicing, other currency etc.)
- 3.5. Under certain circumstances, We may allow third parties to use Ceph Services without registration. In such cases, the use of Ceph Services by third parties shall be subject to the approval of this Terms and Conditions and our Privacy Policy by those third parties. We allow such use in our sole discretion.
- 3.6. The Subscription Fees are in EUR and does not include the applicable VAT. In the absence of different provisions, Hungarian VAT is applied and added to all Subscription Fee. It is not excluded that, for business policy reasons, We may amend the Subscription Fees. As Ceph Assistant provides monthly Subscription, the amended Subscription Fee shall apply to the month following the amendment.
- 3.7. In case We inadvertently display an incorrect Subscription Fee on Ceph Website, We offer You the possibility to use Ceph Services at the actual and valid Subscription Fee. Being aware of the actual and valid Subscription Fee, You can decide whether to use Ceph Services at the actual and valid Subscription Fee or cancel your Subscription

without any adverse legal consequences. It is considered an obviously incorrect Subscription Fee if:

- the Subscription Fee is listed as 0 EUR.
- The Subscription Fee is erroneously reduced with a discount (e.g., Ceph Services is priced at 10 EUR Subscription Fee but offered for 5 EUR Subscription Fee with a mistakenly indicated 20% discount).

- 3.8. The Subscription Fee shall be paid via bank transfer or by card payment via the Ceph Website. The payment of the Subscription Fee shall be made in a currency specified by Ceph Assistant. Ceph Assistant is not responsible for credit card fraud.
- 3.9. Your Subscription shall be automatically renewed monthly unless You cancel your Subscription pursuant to the provisions of point 9. of the present Terms and Conditions.
- 3.10. The Subscription Fee shall be deemed as paid if it is transferred to the bank account of Ceph Assistant. Ceph Assistant shall be entitled to withhold the provision of Ceph Services until it is ensured that the payment of the Subscription Fee has been successfully made (including the case when You transfer the Subscription Fee in the currency of your country, and due to conversion and bank charges, We do not receive the full amount of the Subscription Fee). If the full amount of the Subscription Fee has not been paid, We may request You to supplement the Subscription Fee.
- 3.11. Ceph Assistant provides you with the invoice issued on the Subscription Fee via your e-mail address within 3 (three) working days from the payment. We use electronic invoicing in accordance with Section 175 of Act CXXVII of 2007 on Value Added Tax. By accepting this Terms and Conditions, you consent to the use of electronic invoices.
- 3.12. During the registration to use Ceph Services You in your sole discretion may subscribe to the Ceph Assistant newsletter (hereinafter referred to as '**Newsletter**') in order to be informed with the latest news, upgrades and discounts of Ceph Services. If you intend to unsubscribe from the Newsletter, you shall choose the unsubscribe option available on all our Newsletter.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1. Pursuant to Section 1(1) of Act LXXVI of 1999 on Intellectual Property Rights, Ceph Website is considered as a copyrighted work, and every part of it so that every trademarks – including 'Ceph Assistant' word trademark registered at European Intellectual Property under application number 018780743 - , slogans, graphics, logos, textual images, codes, trade names (hereinafter referred to as '**Ceph Trademarks**') displayed on Ceph Website are protected by copyright law. Ceph Assistant declares that Ceph Assistant possesses the property rights of Ceph Trademarks, with exception of the logos or trademarks displayed in 'partners and awards' section of Ceph Website. Ceph Assistant declares and guarantees that Ceph Assistant is entitled to dispose of the Ceph Trademarks as the sole owner and authorized user of the property rights of Ceph Trademarks.
- 4.2. To take any material from Ceph Website and its database, even with the written consent of Ceph Assistant, is allowed only with a reference to the website and acknowledgment of the source. Ceph Assistant is the exclusive owner of the rights.

- 4.3. Ceph Assistant declares that the Ceph Trademarks are free of any litigation, claim and encumbrance.
- 4.4. Ceph Assistant does not grant any license of use (hereinafter referred to as '**License of Use**') to You or any third party concerning the Ceph Trademarks. Except otherwise provided in the present Terms and Conditions, no provision of Ceph Website shall be construed as granting licenses or other rights to Ceph Trademarks to You or any other third party. All rights not granted under the present Terms and Conditions are reserved by Ceph Assistant. Users undertake not to make the Ceph Assistant's software available to third parties, either in the original or in the form of complete or partial copies, without the express written consent of Ceph Assistant.
- 4.5. You shall not be entitled to amend, modify or change the Ceph Trademarks in any way. Without the prior written consent of Ceph Assistant, You are forbidden to duplicate, reproduce, lease, distribute or republish any content of Ceph Website and Ceph Assistant's software.
- 4.6. Upon its sole discretion Ceph Assistant – in a written separate agreement (hereinafter referred to as '**License Agreement**') – may grant You a License of Use solely for the purposes set forth in the License Agreement.
- 4.7. Intellectual property rights created by You via the use of the Ceph Services belong to You in the extent applicable pursuant to the relevant laws and regulations. The uploaded image and the landmark coordinates will be stored anonymously in our database indefinitely.
- 4.8. You shall be obligated to indemnify and hold Ceph Assistant harmless against any damage, claims, actions, liabilities (hereinafter referred to as '**Claims**') arising from your breach of the present Terms and Conditions or conduct in relation with Ceph Services violating the intellectual property right of any third party.
- 4.9. It is expressly prohibited to use the Ceph Assistant software for purposes other than those specified in these terms and conditions. By subscribing, you do not acquire any rights to any intellectual property, excluding the use of Ceph Services.

## **5. CONFIDENTIALITY**

- 5.1. Confidential information (hereinafter: '**Confidential Information**') shall mean all non-public information or materials, including information and materials disclosed prior to the date of your registration, that are not specifically marked as non-confidential, orally described as confidential, or should reasonably be understood to be confidential. If You cannot without any doubt decide whether a certain piece of information is confidential or not, or You have deviating understanding thereof, all such information it is to be considered as confidential. However, Confidential Information does not include anything that (i) was previously known by You without any confidentiality obligation, (ii) is or becomes publicly known through no wrongful act of yours, (iii) was rightfully received from a third party without any confidentiality obligation to that third party, or (iv) was independently developed by You without using any Confidential Information.

- 5.2. By registration to use Ceph Services, You undertake to protect Confidential Information disclosed by Ceph Assistant by (i) not disclosing it to third parties, (ii) preserving its confidentiality with the same level of care it applies to your own similar types of Confidential Information, and always taking reasonable steps to preserve confidentiality, and (iii) using it only to perform your obligations arising from the present Terms and Conditions.
- 5.3. You may, without breaching the present Terms and Conditions, disclose Confidential Information disclosed by Ceph Assistant to the extent required to comply with a court order or applicable law or regulation. If You become subject to such a requirement, You must notify Ceph Assistant as soon as possible and, in any case, before You make the required disclosure, You cooperate with Ceph Assistant to seek a protective order or similar protection for its Confidential Information. You will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

## **6. WARRANTIES, DISCLAIMERS AND LIABILITY**

- 6.1. You warrants that (i) You has all the sufficient permissions to register to use Ceph Services (ii) your registration to use Ceph Services does not infringe any right of third parties or any contract or agreements concluded with a third party (iii) You are in compliance with any law, regulations or policies which may be applicable on the use of Ceph Services (iv) You provide real data and/or documents in the course of your registration to use Ceph Services (v) You are not engaged in any illegal activity or in any activity which may be detrimental to Ceph Assistant (vi) there is no ongoing, pending or – to the best of your knowledge – threatened claim or litigation proceeding against You.
- 6.2. **CEPH ASSISTANT EXPRESSIVELY DECLARES THAT CEPH ASSISTANT IS NEITHER A MEDICAL INSTITUTION NOR A HEALTHCARE PROVIDER AND DOES NOT PROVIDE MEDICAL ADVICE OR DIAGNOSIS BY ANY WAYS, MEANS OR MANNER. THE ANALYSIS OR CUSTOM ANALYSES PROVIDED BY CEPH ASSISTANT AND CEPH SERVICES DO NOT, IN ANY WAY, CONSTITUTE A PROFESSIONAL ADVICE, A SUBSTITUTE FOR SEEKING EXPERT OPINION OR SERVICES AND MAY NOT BE INVOKED IN ANY MEDICAL TREATMENT OR MEDICAL DIAGNOSIS. ALL MATERIALS OR SERVICES PROVIDED IN CEPH WEBSITE ARE PROVIDED ON AN ‘AS IS’ BASIS WITHOUT ANY WARRANTIES TO THEIR LIABILITY, SAFETY, RELIABILITY, EFFECTIVENESS OR ACCURACY. YOU USE THE SERVICE AT YOUR OWN RISK AND RESPONSIBILITY.**
- 6.3. Ceph Assistant is not obliged to comply with the non-contractual requirements of the User’s national law regarding Ceph Services, such industry-specific requirements, or to inform the User about these requirements. If Ceph Services is classified as a medical device in accordance with the legislation applicable to the User, both contracting parties are legally obliged to distribute or use corresponding products with a declaration of conformity or certification.
- 6.4. You shall be obligated to indemnify and hold Ceph Assistant harmless against any Claims from third party if such Claims are based upon or arising from (i) your registration to use the Ceph Services (ii) your non-compliance with the present Terms and Conditions (iii) your breach of the present Terms and Conditions (iv) your use of

the Ceph Services. Provided that Ceph Assistant becomes aware of such Claims, it shall notify You within 30 (thirty) days thereof. Upon the request and the expense of yours, Ceph Assistant may provide You with all the reasonable documents and information which may assist You to settle such Claims.

- 6.5. Provided that You breaches or violates the present Terms and Conditions, Ceph Assistant shall reserve the right to immediately terminate your access to the Ceph Services and/or the Ceph Website. In that case, You shall not be entitled to claim the Subscription Fee back from Ceph Assistant.
- 6.6. Ceph Assistant does not undertake any express or implied warranties or guarantees concerning the Ceph Services, the Ceph Website or any other services provided by Ceph Assistant. Ceph Assistant does not guarantee that the Ceph Services or the Ceph Website will be uninterrupted, error free or available all the time. Ceph Assistant disclaims any warranties concerning the reliability, security, timeliness and performance of the Ceph Website and Ceph Services It is your sole responsibility to verify any information contained in Ceph Website prior to rely upon it.
- 6.7. You shall use the Ceph Website, the Ceph Services at your own sole risk. Ceph Assistant shall not be liable for any harm resulting from your registration to use Ceph Services or from the use of Ceph Website or any services provided therein. Furthermore, Ceph Assistant shall not be liable for any damage arising from the illegal conduct of third parties, including other Users, or regarding the Ceph Website or Ceph Services. You may use Third Party Websites at its own sole risk and responsibility.
- 6.8. Ceph Assistant shall not be liable for any damage, loss of profit, data or revenue (hereinafter: '**Damage**') arising in connection with the present Terms and Conditions, the Ceph Website, the use of Ceph Services. Moreover, Ceph Assistant shall not be held liable for any Damage resulting from the downtime or unavailability of Ceph Website and/or the Ceph Services.
- 6.9. Ceph Website may contain or display links to other websites operated by a third party (hereinafter referred to as '**Third Party Website**'). Third Party Websites are not under the control or supervision of Ceph Assistant, therefore Ceph Assistant shall not be responsible for any content available or service provided in the Third Party Website. Ceph Assistant disclaims all liability and warranty regarding your access and use of the Third Party Website.
- 6.10. Ceph Assistant's total liability arising from its breach of the present Terms and Conditions shall not exceed the total Subscription Fees paid by You within the past 3 (three) months from the date of breach of Ceph Assistant.
- 6.11. Delay in exercising any right or remedy or failure to object by You shall not be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be deemed as a waiver of any right or remedy on any future occasion.

## 7. LINKING POLICY

- 7.1. Unless otherwise set out in a separate agreement between You and Ceph Assistant, You shall comply with the linking policy of Ceph Assistant as follows.

- 7.2. The display of the link to Ceph Website in your Website is subject to a prior written consent of Ceph Assistant.
- 7.3. Any links that lead to Ceph Website shall be a text link marked 'cephassistant.com' or 'Ceph Assistant Website'.
- 7.4. The appearance, position, display or any other aspects of the link shall not be deceptive or misleading and shall not jeopardise or damage the goodwill associated with Ceph Assistant, Ceph Trademarks or Ceph Services. The appearance, position, display or any other aspects of the link shall not suggest that You are sponsored, affiliated or in any way commercially affected by Ceph Assistant.
- 7.5. The link shall lead only to Ceph Website and not to other subdomains of the Ceph Website or any other third party website.
- 7.6. Should the link to Ceph Website is selected, the Ceph Website shall be displayed in a new 'tab' not within the linking website.

## **8. AMENDMENT OF THE TERMS AND CONDITIONS**

- 8.1. Ceph Assistant shall be entitled to amend the present Terms and Conditions at any time in its sole discretion. The amendment of the present Terms and Conditions shall take effect on the 15th day following its publication on the Ceph Website.
- 8.2. By continuing use of the Ceph Website after such amendments are posted, You agree to be bound by the Terms and Conditions as amended. We therefore recommend You to check the Terms and Conditions on a regular basis.

## **9. CANCELLATION OF YOUR SUBSCRIPTION**

- 9.1. If you no longer wish to use Ceph Services you shall be entitled to terminate your Subscription at any time by selecting the unsubscribe function in your Account. Please be advised that upon the termination of your Subscription, your Account created via the registration to use Ceph Services shall not cease to exist. By terminating your Subscription, You will not be able to create Analysis. Should you require Ceph Assistant to delete your Account and any of your information permanently, please contact Ceph Assistant via [info@cephassistant.com](mailto:info@cephassistant.com).
- 9.2. An additional monthly Subscription Fee may apply if You cancel your Subscription less than 3 (three) days in advance of the next renewal date.
- 9.4. If you fall within the scope of the concept of 'consumer' set out in point 3. of Section 8:2. § (1) of Act V of 2013 on the Civil Code, You shall be entitled claim the Subscription Fee back, provided that You terminate your Subscription prior to uploading your first Image or starting to create your first Custom Analysis pertaining to that certain monthly Subscription. In that case Ceph Assistant shall pay the Subscription Fee back to You to your bank account provided in the course of your registration within 15 (fifteen) days from the termination of your Subscription.

- 9.5. You will forfeit to claim the Subscription Fee provided that You upload an Image or start creating a Custom Analysis subsequent to the termination of your monthly Subscription.
- 9.6. Ceph Assistant at its sole discretion shall be entitled to terminate your Subscription, your Account or your access to Ceph Website at any time without prior notice or cause.
- 9.7. Should Ceph Assistant terminate your Subscription before You upload the first Image or You start create your first Custom Analysis pertaining to that certain monthly Subscription, Ceph Assistant shall pay the Subscription Fee back to You to your bank account provided in the course of your registration within 15 (fifteen) days from the termination of your Subscription. Provided that Ceph Assistant terminates your Subscription due to your breach of the present Terms and Conditions, you shall not be entitled to claim the Subscription Fee back in any way. The Subscription Fee shall be deemed as paid if Ceph Assistant initiated the payment of the Subscription Fee back to your bank account.

## 10. NOTICES

- 10.1. Parties shall contact each via their electronic e-mail address. You shall send any claim, notice or information to your e-mail address. You shall send any notice or information to the e-mail address of Ceph Assistant (info@cephassistant.com) set forth in the present section of the Terms and Conditions.
- 10.2. Should You intend to establish a claim against Ceph Assistant based on the present Terms and Conditions, You shall send your claim and any related documents (hereinafter: '**Claim Notice**') in writing to the address of Ceph Assistant as follows:  
company name: **Ceph Assistant Korlátolt Felelősségű Társaság**  
address: **Hungary, H-1023 Budapest, Mecset utca 8. 2. em. 1.**
- 10.3. The Claim Notice shall be deemed as delivered as of the date of actual receipt.
- 10.4. The primary language of communication is Hungarian. We are not obliged to communicate with You in the language of your country.

## 11. FORCE MAJEURE

- 11.1. Neither Party shall be liable for the failure to perform its obligation arising from the present Terms and Conditions, if the default or the failure of the performance results from a force majeure (hereinafter: '**Force Majeure**'). Force Majeure shall mean such events or cases which occur unavoidably and on which the Parties have no influence. Such cases – especially but not exclusively – are explosions, natural disasters, riot, acts of terrorism, sabotage, revolution or war.
- 11.2. The Force Majeure shall be in a direct connection with the breach of the Terms and Conditions. Parties are entitled to refer to the Force Majeure only if they notify each other on the cause and the potential time period of the Force Majeure. In case of a Force Majeure, Parties are obligated to seek an alternative solution which may allow the performance of their obligations set forth in the present Terms and Conditions.

## **12. ASSIGNMENT OF CLAIM**

- 12.1. You shall not be entitled to assign any of your claim arising from the present Terms and Conditions to a third party without the prior written consent of Ceph Assistant. It is the sole discretion of Ceph Assistant whether it consents to your assignment of claim.
- 12.2. Ceph Assistant shall be entitled to assign any of its claims arising from the present Terms and Conditions to a third party without the prior written consent of yours. Provided that Ceph Assistant assigns any of its claim arising from the present Terms and Conditions, it shall immediately notify You thereof.

## **13. TRANSFER OF RIGHTS**

- 13.1. You shall not be entitled to transfer any of your rights arising from the present Terms and Conditions to a third party without the prior written consent of Ceph Assistant. It is the sole discretion of Ceph Assistant whether it consents to your transfer or rights.
- 13.2. Ceph Assistant shall be entitled to transfer any of its rights arising from the present Terms and Conditions to a third party without the prior written consent of yours. Provided that Ceph Assistant transfers any of its rights arising from the present Terms and Conditions, it shall immediately notify You thereof.

## **14. DISPUTE RESOLUTION**

- 14.1. Provided that any dispute emerges in connection with the present Term and Conditions, Ceph Services or Ceph Website, the Parties shall intend to settle their disputes in a peaceful manner via negotiation. If the Parties cannot resolve their disputes in a manner set out above, the Parties stipulate the competence of the Budapest District Court for the II. and III. Districts (Hungary) or the Székesfehérvár Regional Court (Hungary). The Parties agree to the exclusive jurisdiction of the Hungarian courts.

## **15. ENTIRE AGREEMENT**

- 15.1. The present Terms and Conditions is the entire agreement between Ceph Assistant and You concerning your use of Ceph Website and Ceph Services. The Terms and Conditions shall supersede any prior electronic, written or oral agreement or proposals between Parties concerning the subject of the present Terms and Conditions. Ceph Assistant explicitly rejects any additional terms or conditions proposed by You.

## **16. PARTICULAR INVALIDITY**

- 16.1. Provided that any provision of the present Terms and Conditions is determined to be invalid, null and void, or unenforceable by an applicable act, the invalid, null and void, or unenforceable provision shall be deemed as superseded by a valid, enforceable provision which closely matches the intent of the original provision. The provisions of the present Terms and Conditions which are not affected by particular invalidity shall remain valid and enforceable.

## **17. RELATIONSHIP OF THE PARTIES**

- 17.1. Parties declare that the present Terms and Conditions will not create any franchise, joint venture, partnership, agency or employment relationship between the Parties. You shall not be entitled to act on behalf of Ceph Assistant. Parties shall be entitled to continue their business activities and to conclude other contracts or agreements with other third parties.

#### **18. AUTHORITY**

- 18.1. Ceph Assistant declares that it is a legal person duly incorporated under the laws of Hungary, and its competence to provide the Ceph Services is not limited. You declare that You are either more than 18 (eighteen) years of age with full legal capacity to use the Ceph Services and to enter into the present Terms and Conditions or You are a duly registered or incorporated business entity with full legal capacity to use Ceph Services and to enter into the present Terms and Conditions. Moreover, You declare that You are fully aware of the conditions, obligations, affirmations, representations and warranties set forth in the present Terms and Conditions and You undertake to comply with the Terms and Conditions at any time. You also acknowledge that you are responsible for the use of content created by the software.

#### **19. CONTACT US**

- 19.1. Should You have any question regarding the present Terms and Conditions please do not hesitate to contact Us via e-mail at [info@cephassistant.com](mailto:info@cephassistant.com).

#### **20. GOVERNING LAW**

- 20.1. The present Terms and Conditions shall be governed by the laws of Hungary.

Effective: 6th of March 2026