

# Terms and Conditions

By using the Solution, Users hereby agree with the Terms and Conditions provided herein as well as the Policies issued by VinBrain with respect to the use of the Solution.

## I. TERMS:

1. VinBrain: means VinBrain Joint Stock Company, enterprise code: 0108716920 granted for the first time on April 25, 2019, headquartered No. 7, Bang Lang 1 Street, Vinhomes Riverside Ecology Urban Area, Viet Hung Ward, Long Bien District, Ha Noi City, Viet Nam
2. Solution: means the solution named VinBrain DrAid™, an artificial intelligence product that supports doctors to diagnose diseases, based on medical images provided by Users.
3. Terms and Conditions: means the terms and conditions for the use of the Solution as provided herein as well as the modifications thereof from time to time.
4. Account: means the identification information granted for using the Solution on the web platform or an application integrated with the Solution.
5. Data: means the information, images uploaded by Users onto the Solution and data, images, materials, etc. archived on the Solution.
6. Identification information: means the personal information which may be used for identification such as name and surname, phone number, ID card number or citizen identification card number.
7. Policy: means the documents relative to its business operations issued by VinBrain from time to time in accordance with the laws or upon demand to enhance its service quality.
8. Organization: means facilities for health examination and treatment which are granted with the license for operating and providing health examination and treatment services.

## II. MODIFICATION TO THE TERMS AND CONDITIONS

VinBrain always desire to develop the Solution and make changes to improve the Solution and relevant contents. Therefore, VinBrain may modify these Terms and Conditions from time to time without prior notice. Such modifications shall be effective after 48 hours from upload or another time as announced by VinBrain. The fact that Users continue to access and use the Solution means they accept such modifications.

Specific contents of the Terms and Conditions and Policy relative to the use of the Solution shall be updated and posted online at: <https://www.vinbrain.net/>.

### **III. TERMS OF USE**

#### **1. Users and User Accounts**

##### **a. Conditions for Users:**

The Solution shall only be provided to eligible medical facilities as required by relevant laws. Each Organization shall be granted with 01 (one) Administrator account to administer its use of the Solution. With the Administrator Account, the Organization may create Personal Accounts for individuals of the Organization to use the Solution.

Personal Account shall only be granted to individuals who satisfy all of the following requirements at minimum:

- (i) Being members and/ or Employees of the Organization.
- (ii) ..... Being authorized to administer other Personal Accounts of the organization.
- (iii) Being radiologists or clinicians who hold proper valid certificates.
- (iv) Other conditions as provided for by the Organization.

##### **b. User Accounts**

User Accounts include:

- (i) Administrator Account: is the exclusive Account granted to the Organization;
- (ii) Personal Account: is the Account created by Administrator Account for individuals of the Organization to use the Solution. The Organization is held responsible for creating and assigning the usage of Personal Accounts.

#### **2. Account Management**

Users are responsible for managing their Accounts in accordance with the Terms and Conditions herein. Users must keep confidential the information for Account log in and must not permit others to use their Accounts.

The Administrator Account shall only create and grant Personal Accounts to eligible individuals at the Organization as mentioned in item a, part 1.

Users agree to notify VinBrain if Users' password is lost, stolen, or disclosed to an unauthorized third party, or detrimental in any other manner.

Users shall take full responsibility for activities to the Accounts under their use and management.

#### **3. Rights and Responsibilities of Users**

With the Account granted, Users are entitled to use the supports provided by the Solution. Also, Users must comply with the provisions on the use of the Solution.

VinBrain's Solution shall only be used and accessed for lawful purposes. Users hereby agree that they shall not perform any of the following acts while using or accessing the Solution: (i) try to access, search on the Solution or download contents from the Solution by using a specialized processor, software, tool, agent, equipment or structure (including spider, robot, crawler, data exploitation tool, or the like) other than the software and/or search agent provided by VinBrain, or other third-party internet browsers in general currently in use; (ii) access, tamper, or use the areas of the Solution that are not intended for the Users; (iii) collect and use the information available on the Solution, such as names of other Users, their real names, or their email addresses to send unrequested advertisements, junk mails, spam mails or other forms of solicitation; (iv) permit any third party to use the Solution for any reasons, with or without charge, or otherwise not to comply with these Terms and Conditions; (v) violate applicable laws or regulations; or (vi) provoke or facilitate others to perform one of the aforementioned acts.

VinBrain shall have the right to investigate the violations above-mentioned and/or coordinate and cooperate with competent authorities to investigate and handle the Users who violate these Terms and Conditions in accordance with the laws.

When uploading Data, Users are responsible for deleting patients' personal information (identification) such as: Full name, phone number, ID number, citizen identification card number, if any. Users must be self-responsible for the patients' identification information they upload onto the product. VinBrain shall neither use, manage, censor nor take any responsibility for the patients' identification information uploaded by Users on the product.

The Users ensure and take responsibility in having obtained all approvals, consents, permissions, etc. for uploading Data to the Solution.

#### **4. Continuity of the Solution**

VinBrain always strives to perform reasonable preventative measures to protect the contents posted by Users. However, the server storing the product may be infected with virus or other factors which may harm Users' computers or properties once accessing and/or using the product and/or the product's resources. VinBrain shall not bear any responsibility for any loss or damage resulting from the use of, access to or the inability to use and access this product.

#### **5. Data**

VinBrain has the right to access, read, store Data, including but not limited to Users' account log in information, X-ray images and diagnostic conclusions uploaded by Users on the product since this is necessary to (i) satisfy regulations, laws, legal procedures, requirements by the government, (ii) implement the Terms and Conditions, including investigating potential violations, (iii) detect, prevent or settle fraudulent, confidential or technical issues, (iv) meet Users' requests for support or (v) protect the rights, properties or safety of VinBrain, Users or the community.

VinBrain shall keep confidential the Data posted by Users on the Solution and only use such Data for purposes of Solution research and development to enhance its quality.

## **6. Restrictions to Users**

The Solution provides suggested information for some diseases and abnormalities in Chest X-ray images. The list of diseases and abnormalities that the Solution supports will be constantly updated in quantity and improved in quality. However, VinBrain may not be able to provide suggestions for many other diseases and abnormalities at Users' need.

VinBrain hereby undertakes to perform its representations made to Users; however, in the event that it is requested by internal management regulations of VinBrain, provisions of law and requirements of competent state authorities, VinBrain shall be responsible for following such provisions and may consequently limit some rights and interests of Users as mentioned in these Terms and Conditions.

## **7. Connection to Third Parties**

In the case where Users use any solution, application, etc. of any third parties to integrate into the Solution ("Third Party Product"), VinBrain shall not be liable for the contents, terms of use, privacy policy of Third Party Product, as well as the impacts by the Third Party Product to the result when using the Solution.

## **IV. INTELLECTUAL PROPERTY RIGHTS**

Not subject to the permission for Users to use the Solution, VinBrain reserves all intellectual property rights relating to the Solution. The trademarks, logos used in conjunction with the Solution are VinBrain properties. Users are not allowed to use any such intellectual property right without prior written consent by VinBrain.

VinBrain has the full rights to own, exploit the products, and research the results that VinBrain obtains from operation and management of the Solution.

## **V. EXEMPTION OF LIABILITY**

The Solution is a tool for supporting Users and does not aim for diagnostic, curative purposes or proposal of medical opinions. Users shall completely bear responsibility for their use of the information obtained from the Solution.

VinBrain does not provide any commitment or assurance on the Solution, including but not limited to the commitment on the continuity or potential errors of the Solution and the Solution is provided on the basis and condition as it is at the time the Users access and use the Solution.

To the fullest extent permitted by relevant laws, VinBrain declares to be exempted from:

- (i) all commitments, whether direct or indirect, including any commitment to Data's accuracy, usability, applicability of the Solution for any purpose;
- (ii) all losses and impacts in terms of profits, business opportunities, reputation, data loss or any damage relative to the use of the Solution.

## **VI. TERMINATION**

Users can terminate the use of the Solution at their own discretion.

VinBrain has the right to terminate the Users' use of the Solution if:

- The Users violate these Terms and Conditions;
- The Agreement on the use of the Solution between VinBrain and the Users expires.

Some rights and obligations arising from the use of the Solution as stipulated in Part III- Section 5, Section IV, Section V shall survive the termination hereof.

## **VII. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms and Conditions shall be governed by the laws of Viet Nam. Any dispute arising out of, or in relation to these Terms and Conditions, shall be first settled by negotiation. Should negotiation fail, the dispute shall be brought for resolution at Vietnam International Arbitration Center with three arbitrators in accordance with its Rules of Arbitration. The place of arbitration shall be Hanoi.

## **VIII. GENERAL PROVISIONS**

If any content of these Terms and Conditions is found null and void, it shall not affect other contents of these Terms and Conditions and VinBrain will modify such provisions to comply with the relevant laws while the initial intent of such content remains unchanged.

VinBrain's failure to handle any violation acts against the Terms and Conditions does not mean that VinBrain has waived its rights to such violation acts.

Users are not allowed to transfer their Accounts to others in any case.

VinBrain, at its sole discretion, may transfer the Solution to any company or unit without notifying the Users.