

CRISALIX UNIVERSAL TERMS OF SERVICE

1. Introduction

1.1 Your use of Crisalix's software, services and web sites (referred to collectively as the "Services" in this document) is subject to the terms of a legal agreement between you and Crisalix. "Crisalix" means Crisalix Sàrl, a Swiss company whose principal place of business is at PSE-A, 1015 Lausanne, Switzerland.

1.2 Unless otherwise agreed in writing with Crisalix, your agreement with Crisalix will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with Crisalix will also include (i) the specific terms of your modality subscription to the Services, among other the duration, costs and payment terms (if any), as selected and agreed by you in the subscription process; (ii) Crisalix Privacy Policy; and (iii) the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Crisalix in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that Crisalix will treat your use of the Services as acceptance of the Terms from your first use of the Services.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age or under any other cause limiting or restricting your capacity to form a binding contract with Crisalix, (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services or (c) if you are not a fully licensed physician entitled to render professional services in the field of plastic surgery in your jurisdiction.

2.4 You acknowledge and agree that the use of the Services shall be limited to your rendering services to third parties in the context of your professional activities; in your condition as professional, and to the maximum extent permitted by law, you expressly waive

any regulations regarding consumer protection rights, including those specifically related to electronic commerce and contracting based on general conditions.

2.5 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Provision of the Services by Crisalix and updates

3.1 Crisalix has subsidiaries and affiliated legal entities (“Subsidiaries and Affiliates”). These companies may be providing the Services to you on behalf of Crisalix itself. You acknowledge and agree that Subsidiaries and Affiliates from time to time will be entitled to provide the Services to you.

3.2 Crisalix is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and ancillary characteristics of the Services which Crisalix provides may change from time to time without prior notice provided that the changes do not imply an impairment of the functionalities and advantages offered to you.

3.3 As part of this continuing innovation and to ensure a proper maintenance and of the systems for the provision of the Services, you acknowledge and agree that Crisalix may temporarily discontinue the provision of the Services (or any features within the Services) to you or to users generally at Crisalix’s sole discretion, without prior notice to you. The discontinuation of the Services will be limited to the minimum extent and time necessary to introduce such innovations or to ensure proper maintenance and will be done at times and dates that Crisalix considers may be less disturbing for users in general.

3.4 The Software which you use may automatically download and install updates from time to time from Crisalix. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Crisalix to deliver these to you) as part of your use of the Services.

4. Use of the Services

4.1 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.2 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

4.3 You agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5. Your account security

5.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

5.2 Accordingly, you agree that you will be solely responsible to Crisalix for all activities that occur under your account, including but not limited to any applicable charges and costs associated to the use of your account.

5.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Crisalix immediately at contact@crisalix.com.

6. Privacy and your personal information

6.1 In order to access certain Services, you will be required to provide information about yourself (such as identification, professional, billing or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Crisalix will always be accurate, correct and up to date.

For information about Crisalix's data protection practices, please read Crisalix's privacy policy at www.crisalix.com/policy.html. This policy explains how Crisalix treats your personal information, and protects your privacy, when you use the Services.

6.2 You agree to the use of your data in accordance with Crisalix's privacy policies.

7. Third parties data protection

7.1 You acknowledge and agree that in some cases Crisalix and its Subsidiaries and Affiliates need access to third parties personal data such as, but not limited to, patient health records ("Patient Data"), in order to fulfil Crisalix' contractual obligations under maintenance and support or as may be required by law.

7.2 You instruct Crisalix and its Subsidiaries and Affiliates to process Patient Data on your behalf and for that purpose to access to Patient Data to the extent necessary for Crisalix' fulfilment of its aforementioned obligations. You represent that you have the right to grant such access, and in particular, that you shall comply with all applicable laws and provisions relating to patient / physician confidentiality as well as personal data protection. You are aware that in some cases this might require you to get prior written consent or authorization from patients whose Patient Data is made accessible to Crisalix and its Subsidiaries and Affiliates and by submitting the Patient Data you represent that you obtained such written consent or authorization.

7.3 You and Crisalix shall respect the applicable legal provisions concerning the protection of Patient Data, in particular such provisions regarding the processing of personal data on behalf of third parties. The parties shall implement appropriate technical and organizational measures to protect Patient Data as required by applicable regulations in light of the sensitive nature of the data involved, and Crisalix shall not make use of, or transfer, Patient Data other than as provided for in the Terms.

7.4 If applicable laws and provisions relating to patient / physician confidentiality as well as data protection impose any additional requirements on you and the handling of Patient Data by your contractors, you shall comply with such requirements and promptly inform Crisalix.

8. Waiver of claims, remedies and indemnity

You agree to be solely responsible for using the Services and for the accuracy and adequacy of information and data furnished for processing.

You agree that you will be solely responsible for any diagnosis, surgery and any other treatment or services provided to your patients and for their good care, and that you shall not rely on the Services for these purposes; any reliance by you upon the Services shall not diminish that responsibility.

You acknowledge and agree that the Services do not provide any diagnosis or medical advice but merely provide for a tool to assist you in your practice as a licensed plastic surgeon and that the use of the Services does not in any manner whatsoever replace or diminish your duties and liabilities as such.

In light of the provisions of this clause 8, you agree to provide a full indemnity to Crisalix in the terms set forth in section 15 below. This provision shall survive termination of your legal agreement with Crisalix.

9. Content in the Services

9.1 You understand that all information (such as data files, written text, computer software, audio files, photographs, videos or images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

9.2 You agree that you are solely responsible for (and that Crisalix has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions by doing so.

10. Proprietary rights

10.1 You acknowledge and agree that Crisalix (or Crisalix's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Crisalix and that you shall not disclose such information without Crisalix's prior written consent.

10.2 You acknowledge and agree that nothing in the Terms gives you a right to use any of Crisalix's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features other than for the insertion of the logo to be provided by Crisalix in your webpage for identification purposes and subject to any limitations and conditions that may be imposed by Crisalix from time to time.

10.3 You agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

11. License from Crisalix

11.1 Crisalix gives you a personal, non-assignable and non-exclusive licence to use, in your jurisdiction, the software provided to you by Crisalix as part of the Services (referred to as the “Software” below). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Crisalix, in the manner permitted by the Terms.

11.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof unless you have been specifically told that you may do so by Crisalix, in writing.

11.3 You may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11.4 The extension and term of the license to use the Services and the royalties and other charges to be paid in connection therewith are such that you have agreed to with Crisalix and may vary depending on your modality of subscription.

11.5 You agree to pay all royalties and other charges associated to your modality subscription to the Services promptly when due. Nevertheless, if, pursuant to your modality subscription through a Crisalix Official Partner, these royalties and charges are to be paid by a third party (a Crisalix Official Partner) on your behalf, as authorized in any agreements having been entered between such Crisalix Official Partner and Crisalix, then you acknowledge and agree that the breach and/or termination of any such agreements for any cause that may result in the lack or discontinuation of payments to Crisalix (or provision of guarantees on future payments, as required) of the royalties and other charges associated to your subscription shall imply the automatic cancellation of your subscription without any right to claim any damages or losses to Crisalix for such cancellation.

11.6 You acknowledge and agree that if Crisalix disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

12. Content licence from you

12.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give Crisalix, its Subsidiaries and Affiliates, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify any Content which you submit, post or display on or through, the Services. This licence is for the sole purposes of enabling Crisalix, its Subsidiaries and Affiliates to perform the required technical steps to provide the Services to our users and to continue to improve the Software and the Services.

12.2 You understand that Crisalix, its Subsidiaries and Affiliates in performing the required technical steps to provide the Services to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit Crisalix its Subsidiaries and Affiliates to take these actions.

12.3 You confirm and warrant to Crisalix its Subsidiaries and Affiliates that you have all the rights, power and authority necessary to grant the above licence.

13. Ending your relationship with Crisalix

13.1 The Terms will continue to apply until your right to use the Services is terminated at the end of the subscription period, or until terminated by either you or Crisalix as set out below.

13.2 If you want to terminate your legal agreement with Crisalix, you may do so by (a) notifying Crisalix at any time and (b) closing your accounts for all of the Services which you use, where Crisalix has made this option available to you. Your notice should be sent, in writing, to Crisalix's address which is set out at the beginning of these Terms. Your notice of termination becomes effective upon receipt by Crisalix.

13.3 Crisalix may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) Crisalix is required to do so by law including without limitations where the provision of the Services to you is, or becomes, unlawful; or

(C) the relationship between that Crisalix Official Partner with whom Crisalix offered the Services and Crisalix has been terminated or suspended or if such Crisalix Official Partner has ceased to offer the Services to you; or

13.4 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Crisalix have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 18.7 and your obligations to indemnify Crisalix and Subsidiaries and Affiliates set out in the Terms (including in Clause 16 below) shall continue to apply to such rights, obligations and liabilities indefinitely.

14. EXCLUSION OF WARRANTIES

14.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 14 AND 15, SHALL EXCLUDE OR LIMIT CRISALIX'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

14.3 IN PARTICULAR, CRISALIX, ITS SUBSIDIARIES AND AFFILIATES DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS.

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

14.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM

OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

14.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CRISALIX OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

14.6 CRISALIX FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

15. LIMITATION OF LIABILITY

15.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 14.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT CRISALIX, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER, SPONSOR OR CRISALIX OFFICIAL PARTNER WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) YOUR FAILURE TO PROVIDE CRISALIX WITH ACCURATE ACCOUNT INFORMATION;

(III) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

(C) THE PARTIES TO THESE TERMS HAVE EACH AGREED TO THE FEES AND ENTERED INTO THEM IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THE TERMS, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES.

15.2 THE LIMITATIONS ON CRISALIX'S LIABILITY TO YOU IN PARAGRAPH 15.1 ABOVE SHALL APPLY WHETHER OR NOT CRISALIX HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

15.3. FURTHER TO THE ABOVE, CRISALIX, ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE OF PERFORMANCE RESULTING FROM CAUSES BEYOND THEIR CONTROL (*FORCE MAJEURE*).

15.4 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 14.1 ABOVE, YOU AGREE THAT THE AGGREGATE LIABILITY OF CRISALIX AND SUBSIDIARIES AND AFFILIATES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES SHALL NOT EXCEED THE FEES PAID BY YOU TO CRISALIX FOR THE USE OF THE SERVICES DURING THE TERM OF ONE YEAR PRIOR TO THE DATE OF THE CLAIM, AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST CRISALIX AND SUBSIDIARIES AND AFFILIATES AND SHALL CONSTITUTE THE LIQUIDATED DAMAGES.

16. INDEMNITY FOR THIRD PARTY CLAIMS

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD CRISALIX, ITS PARTNERS, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, AND LICENSORS ("THE INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY CLAIM OR LIABILITY ARISING OUT OF (A) ANY CLAIM BY ANY OF YOUR PATIENTS OR PERSONS WHOM YOU HAVE TREATED USING THE SERVICES ARISING OUT FROM EITHER (i) ANY ALLEGED BREACH IN THE PERSONAL DATA COLLECTION, STORAGE, TREATMENT, TRANSFER, USE AND PROTECTION APPLICABLE REGULATIONS OR POLICIES OR (ii) ANY ALLEGED MEDICAL MALPRACTICE, INCLUDING ANY CLAIM FOR AN UNSATISFACTORY OUTCOME OF PLASTIC SURGERY AFTER USING THE SERVICES; OR (iii) ANY CONTENT YOU SUBMIT, SHARE, UPLOAD, POST OR DISPLAY ON OR TO THE SERVICES; (B) ANY BREACH OF OR NONCOMPLIANCE WITH ANY REPRESENTATION, WARRANTY OR OBLIGATION IN THESE TERMS. YOU SHALL COOPERATE FULLY IN THE DEFENSE OF ANY CLAIM. CRISALIX RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU. YOU ACKNOWLEDGE THAT DAMAGES FOR IMPROPER USE OF THE SERVICES MAY BE IRREPARABLE; THEREFORE, CRISALIX IS ENTITLED TO SEEK EQUITABLE RELIEF, INCLUDING INJUNCTION AND PRELIMINARY INJUNCTION, IN ADDITION TO ALL OTHER REMEDIES.

17. Changes to the Terms

17.1 Crisalix may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Crisalix will notify you through the Services and make a new copy of the Universal Terms available at [insert address] and any new Additional Terms will be made available to you from within, or through, the affected Services.

17.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, Crisalix will treat your use as acceptance of the updated Universal Terms or Additional Terms.

18. General legal terms

18.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or purchase goods, which are provided by another person or company, including any Crisalix Official Partner that may be sponsoring your subscription. Your use of these other services or purchase of goods may be subject to separate terms

between you and the company or person concerned. Crisalix does not assume any liability in connection with your use of these other services or purchase of goods.

18.2 The Terms constitute the whole legal agreement between you and Crisalix and govern your use of the Services (but excluding any services which Crisalix may provide to you under a separate written agreement), and completely replace any prior or simultaneous representations, agreements, understandings or commitments, whether written or oral, between you and Crisalix in relation to the Services.

18.3 You agree that Crisalix may provide you with notices by email, regular mail, or postings on the Services.

18.4 You agree that if Crisalix does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Crisalix has the benefit of under any applicable law), this will not be taken to be a waiver of Crisalix's rights and that those rights or remedies will still be available to Crisalix.

18.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

18.6 You acknowledge and agree that each member of the group of companies of Crisalix shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. You further acknowledge and agree that (i) you may not assign the Terms to any third party and that (ii) Crisalix may assign the Terms to each member of the group of companies of Crisalix or to a successor by purchase, merger or consolidation; however no assignment shall relieve Crisalix obligations under the Terms. Any assignment not in accordance with these provisions shall be null and void.

18.7 The Terms shall be governed by the substantive law in force in Switzerland without reference to its conflict of law rules. You and Crisalix agree to submit to the exclusive jurisdiction of the courts of the Canton of Vaud (Switzerland) and of the Swiss Federal Supreme Court based in Lausanne (Switzerland) to resolve any legal dispute or matter arising from the Terms. Notwithstanding this, you agree that Crisalix shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.