

****Terms and Conditions of Use for Keraring App****

Welcome to Keraring App, an application developed to optimize the flow of information and surgical planning between partners and Mediphacos. Please read these Terms and Conditions carefully before using Keraring App. By using the application, you agree to these Terms and Conditions. If you do not agree to any part of these terms, you should not use Keraring App.

****1. Acceptance of Terms****

By accessing and using Keraring App, you agree to comply with and be bound by these Terms and Conditions, all applicable laws and regulations, and agree that you are responsible for compliance with all local laws.

****2. Definitions****

- ****Application****: Refers to Keraring App.
- ****User****: Any individual who uses the application, including distributor employees, surgeons, assistants, and other healthcare professionals.
- ****Mediphacos****: A company specializing in products and solutions for ophthalmology, owner of the Keraring App application.

****3. Use of the Application****

- Keraring App is intended solely for use by healthcare professionals to facilitate surgical planning and communication with Mediphacos.
- The user is responsible for providing accurate and complete information in Keraring App. Mediphacos is not liable for any consequences resulting from incorrect or incomplete information provided by users.

****4. Intellectual Property****

- All rights, titles, and interests in and to Keraring App, including any improvements, modifications, or developments, are the exclusive property of Mediphacos.
- The user is not permitted to copy, modify, distribute, sell, or rent any part of Keraring App, nor may they reverse engineer or attempt to extract the source code of the application.

****5. Privacy and Security****

****5.1 Commitment to Privacy****

Mediphacos is dedicated to safeguarding the privacy and security of all data shared through Keraring App, with a particular emphasis on the confidentiality of patient information. We comply with all applicable data protection regulations and strive to ensure that your data is handled securely and responsibly.

****5.2 Data Collection and Use****

- ****Personal Data****: This includes information that identifies you as a user, such as your name, email address, and professional credentials.
- ****Patient Data****: This includes sensitive medical information about patients, such as medical histories, diagnoses, surgical plans, and any other information necessary for surgical planning.

****5.3 Data Protection****

- ****Encryption****: All data transmitted between your device and our servers is encrypted using industry-standard encryption protocols (e.g., SSL/TLS) to protect against unauthorized access.
- ****Storage Security****: Patient data and personal data are stored securely on our servers, which are protected by robust physical and digital security measures.
- ****Access Control****: Access to patient data is restricted to authorized personnel only. Mediphacos implements role-based access controls to ensure that only users with the necessary permissions can access sensitive data.

****5.4 Data Sharing****

- ****Internal Use****: Data shared through Keraring App is used to facilitate surgical planning and improve communication between healthcare professionals and Mediphacos.
- ****Third-Party Service Providers****: Mediphacos may engage third-party service providers to perform functions related to the application, such as hosting services or IT support. These providers are contractually obligated to protect the confidentiality and security of the data and are not permitted to use the data for any other purpose.
- ****Compliance with Laws****: Mediphacos may disclose personal and patient data if required to do so by law or in response to valid requests by public authorities (e.g., a court or a government agency).

****5.5 User Responsibilities****

- ****Confidentiality****: Users must maintain the confidentiality of their login credentials and are responsible for all activities that occur under their account.
- ****Secure Use****: Users should ensure that their access to Keraring App is conducted from secure devices and networks to prevent unauthorized access.
- ****Reporting Security Issues****: Users must promptly report any suspected security breaches or unauthorized access to Mediphacos by contacting app@mediphacos.com.

****5.6 Data Retention****

- ****Retention Period****: Mediphacos retains personal and patient data only for as long as necessary to fulfill the purposes for which it was collected, comply with legal obligations, resolve disputes, and enforce our agreements.
- ****Data Deletion****: Upon termination of a user account, or upon request, Mediphacos will securely delete personal and patient data in accordance with applicable laws and our data retention policies.

****5.7 User Rights****

- ****Access and Correction****: Users have the right to access and correct their personal data held by Mediphacos. To request access or correction, users can contact us at app@mediphacos.com.
- ****Data Portability****: Users may request a copy of their personal data in a structured, commonly used, and machine-readable format.

- **Data Erasure**: Users may request the deletion of their personal data, subject to certain exceptions as required by law.
- **Objection and Restriction**: Users may object to or request the restriction of the processing of their personal data under certain circumstances.

5.8 International Data Transfers

- If personal or patient data is transferred to and processed in countries other than the country in which the data was originally collected, Mediphacos ensures that such transfers comply with applicable data protection laws, using appropriate safeguards such as standard contractual clauses.

5.9 Updates to Privacy and Security Policies

- Mediphacos may update this Privacy and Security section as necessary to reflect changes in our practices or legal requirements. Users will be notified of significant changes, and continued use of Keraring App after such updates constitutes acceptance of the revised policies.

For further questions or concerns about privacy and security, users can contact Mediphacos at app@mediphacos.com.

6. User Responsibilities

- Use Keraring App responsibly and in compliance with all applicable laws and regulations.
- Immediately notify Mediphacos in case of any unauthorized use of their account or any other security breach.

7. Limitation of Liability

- Mediphacos shall not be liable for any direct, indirect, incidental, consequential, or punitive damages resulting from the use or inability to use Keraring App.
- Mediphacos does not guarantee that Keraring App will always be available or error-free and reserves the right to suspend or modify the application at any time without notice.
- Mediphacos provides surgical plan advice based on information provided by the surgeon and by applying implant calculation nomograms which are available to the surgeon. By requesting this service to Mediphacos, the surgeon understands and agrees that Mediphacos bears no responsibility for the clinical outcome or complications that may result. The surgeon is solely responsible for selecting eligible patients for the surgical procedure, choice of implant size and position, execution of the procedure, and results obtained. The surgical plan advice provided by Mediphacos should be considered as a general guideline only and must be reviewed and altered as per the surgeon's discretion.

8. Changes to Terms and Conditions

- Mediphacos may revise these Terms and Conditions at any time. By using Keraring App, you agree to be bound by the current version of these terms.
- It is the user's responsibility to regularly review the Terms and Conditions to stay informed of any changes.

9. Governing Law and Jurisdiction

- These Terms and Conditions shall be governed by and construed in accordance with the laws of Brazil.

- Any dispute arising out of or related to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Belo Horizonte, Minas Gerais.

****10. Contact****

For any questions or concerns regarding these Terms and Conditions, please contact Mediphacos at app@mediphacos.com.

****11. Final Provisions****

- The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provisions.

- These Terms and Conditions constitute the entire agreement between the user and Mediphacos regarding the use of Keraring App, superseding any prior agreements or understandings.

By clicking "Accept" or using Keraring App, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

Mediphacos S.A.

Belo Horizonte, Minas Gerais, Brazil