

Effective Date: 03-Nov-2025

1. Who May Use the Platform

The ICOS web-based platform: www.jri.3dsurgical.com ("Platform") is intended for use by:

- Registered healthcare professionals,
- Authorised representatives of medical device manufacturers,
- Other approved stakeholders.

You must be at least 18 years old and legally capable of entering into a binding agreement under UK law.

If you are a patient or a member of the public, please consult a qualified healthcare provider for medical concerns.

2. Purpose of the Platform

The Platform is to be used in conjunction with the production of the ICOS custom-made medical device and should only be used for that purpose.

The Platform enables the tracking, documentation, and communication of medical device cases. It is NOT intended to:

- Provide medical advice,
- Replace clinical judgement,
- Serve as a diagnostic or treatment tool.

3. Account Registration and Security

To access certain features, you may need to create an account. You agree to:

- Provide accurate and up-to-date information,
- Keep your credentials safe, secure and confidential,
- Not to provide your credentials to any other person,
- Use the Platform limited to your own use only and not for any other persons;
- Notify us immediately of any unauthorised access or security breach.

We reserve the right to suspend or terminate accounts that violate these Terms.

4. Acceptable Use

You must use the Platform only for lawful purposes and in accordance with these Terms. You must not:

- Breach any applicable local, national, or international law or regulation;

- Upload or transmit material that is defamatory, offensive, or infringes on third-party rights;
- Attempt to gain unauthorised access to the Platform or any data;
- Interfere with or disrupt the operation of the Platform;
- Upload patient data without their consent.

5. Data Protection and Privacy

We comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

By using the Platform, you confirm that:

- You have obtained all necessary patient consents for submitting personal or health-related data;
- You have the appropriate legal basis for processing any patient data;
- You will not misuse or share such data in contravention of data protection laws.

For the purposes of the UK GDPR:

- We are the data controller of your personal data;
- We are the data processor of any patient data and shall process that data in accordance with your instructions and within the purpose and limitation of the Platform only.

Our full practices are detailed in our Privacy Policy.

6. User Content

You retain all rights in content you upload to the Platform ("User Content"). You grant us a non-exclusive, royalty-free licence to store, process, and display User Content as necessary to provide the Platform's services.

We do not verify the accuracy of User Content and disclaim all liability for its use or interpretation.

7. Intellectual Property

All intellectual property rights in the Platform and its content (excluding User Content) are owned by or licensed to JRI Orthopedics Ltd. You may not copy, reproduce, distribute, or create derivative works from any part of the Platform without our express written permission.

8. Service Availability

We strive to maintain availability of the Platform but do not guarantee uninterrupted access. We may suspend or restrict access for maintenance, upgrades, or technical issues without liability.

9. Disclaimers

- The Platform is provided on an "as is" and "as available" basis.
- We make no warranties regarding the accuracy, completeness, or suitability of the Platform.
- You are responsible for verifying any data and/or outputs from the Platform, and complying with clinical and regulatory obligations.

10. Limitation of Liability

To the fullest extent permitted by law, we exclude all liability for any loss or damage (including without limitation, indirect or consequential loss or damage) arising out of or in connection with your use of, or inability to use, the Platform.

We do not exclude or limit our liability where it would be unlawful to do so. This includes liability for:

- death or personal injury caused by our negligence,
- fraud or fraudulent misrepresentation,
- any breach of your statutory rights under the Consumer Rights Act 2015.

Subject to the above, our total liability to you for any loss or damage arising in connection with these Terms or your use of our services shall be limited to:

- £5,000

We are not responsible for:

- any loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill, or reputation;
- loss or corruption of data or information.

You agree that your use of the services is at your sole risk.

11. Indemnity

You agree to indemnify us against any third-party claims, damages, or legal costs arising from:

- Your breach of these Terms;

- Your misuse of the Platform;
- Your violation of any applicable law or third-party rights.

12. Changes to Terms

We may revise these Terms from time to time. Material changes will be notified by email or platform notice. Your continued use of the Platform after changes take effect constitutes acceptance of the revised Terms.

13. Termination

We may suspend or terminate your account and access to the Platform at any time, particularly if you breach these Terms. You may also terminate your account by contacting ICOS@jri-ltd.co.uk

Upon termination, your right to use the Platform will cease immediately, but certain clauses (e.g., intellectual property, liability, indemnity) will survive.

14. Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15. Contact Us

If you have any questions or concerns about these Terms, please contact:

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