

Terms and Conditions for Use of the Internet Platform "IOL Con"

1. Application of the Terms and Conditions for Use; Contractual Partners

- 1.1. Steinbeis GmbH & Co. KG für Technologietransfer, Willi-Bleicher-Str. 19, 70174 Stuttgart, Germany (hereinafter "Steinbeis") makes available via its legally dependant establishment, Steinbeis-Transferzentrum Vision Research, Am Eckwald 4, 66424 Homburg, Germany, to registered users (hereinafter "Users"; Steinbeis and Users collectively hereinafter referred to as "Contractual Partners") the internet platform "IOL Con" (hereinafter "IOLCon") under the domains iolcon.org and iolcon.de as well as the pertaining sub-sites exclusively on the basis of the following terms and conditions of use (hereinafter "Terms and Conditions of Use" for disposition. Via IOLCon Users may place at disposal or themselves obtain information and empirical appraised values via current models of intraocular lenses (IOL).
- 1.2. In the context of the registration process pursuant to Clause 3, the User shall expressly consent, prior to the first use, to the Terms and Conditions of Use. Should the User not wish to be bound by these Term and Conditions of Use, he is not allowed to use IOLCon.
- 1.3. Terms and Conditions of Use comprise all agreements reached among the Contractual Partners. Possible conflicting general terms and conditions of the User are hereby objected to.
- 1.4. The present Terms and Conditions of Use, as agreed via the electronic registration process, shall also be deemed validly agreed in case a particular form requirement, e.g. written form, is agreed in a different, already existing contract among the Contractual Partners for the stipulation of further or deviating provisions of the Contractual Partners. Insofar the Contractual Partners waive possible conflicting form requirements.
- 1.5. Modifications or supplementations of these Terms and Conditions of Use require for their validity at least text form (e.g. facsimile or e-mail), the same shall apply to a waiver of this form requirement. Even non-compliance of this provision does not remove this form requirement.
- 1.6. These Terms and Conditions of Use do not constitute any rights to the benefit or detriment of third parties. These Terms and Conditions of Use do in particular not constitute any legal claims of a User against other Users of IOLCon.
- 1.7. The Terms and Conditions of Use are currently valid and date from June 1, 2017. Future amendments of these Terms and Conditions of Use shall occur according to Clause14.

2. Purpose of Use of IOLCon

- 2.1. IOLCon serves exclusively the limited purpose of collecting, edit and making available statistical and empiric data as well as appraised values and parameters for current models of intraocular lenses (IOL), e.g. ophthalmic implants, for research and teaching as well as development of IOL.
- 2.2. IOLCon does not pursue any objectives of consulting Users or web site visitors; in particular, no medical, transplant-related or medical device-related consulting is provided for hospitals, medical offices, physicians, medical support personnel, manufacturers, or distribution partners of IOL or patients and their health insurance company.
- 2.3. The responsibility for the application of suitable IOL, in particular towards patients is exclusively incumbent on the respective Users. Steinbeis has no influence on the latter

and does not make any recommendation in favour or against particular IOL or IOL-constants.

3. Registration and Password

- 3.1. Each User must register prior to the initial use of information edited via IOLCon. Besides, there are also offers of information free of charge for all web site visitors, even unregistered ones. All statements made during registration must be correct and complete. Unregistered clients may not use IOLCon.
- 3.2. Admitted for registration as User of IOLCon are only natural or legal persons or partnerships vested with legal capacity that are acting, while concluding the contract, in exercise of their commercial or independent professional operations (Enterprises) or legal persons of public law and funds of public law.

Legal persons, partnerships vested with legal capacity, and funds of public law may as such, according to prior agreement, accomplish a user registration and obtain a firm account which they may under own responsibility make available to authorized users which are natural persons employed by them.
- 3.3. Natural persons that wish to use IOLCon must be at least eighteen years old and must not be limited in their legal capacity, neither partially nor fully.
- 3.4. Making available IOLCon is a voluntary service of Steinbeis, which aims at enabling the User to gain an overview of the provided data and information about intraocular lenses (IOL), to which there is however no legal claim. Steinbeis reserves in the individual case the right to refuse a registration, in particular with respect to competing business entities or in case a use according to the terms of the contract cannot be expected.
- 3.5. After the registration, the User shall obtain his access data and a password for the access to IOLCon. The User may not make accessible his access data to third parties. The User must protect the access data from unauthorized access and store them safely.

4. Technical Requirements

- 4.1. For a correct display of all information on IOLCon a common web browser, customary in trade, must be installed in current version on the User's terminal device, e.g. Internet Explorer, Firefox, Chrome or Safari. Otherwise not all information may be presented completely and correctly.
- 4.2. It is incumbent on the User to assure that his terminal device is suitable for the use of IOLCon and that e.g. no third parties' software impairing the use is installed on his terminal device.

5. Properties and Function of IOLCon

- 5.1. The User is provided with the internet platform IOLCon in the state and with the properties in which it exists at the time of access via his web browser ("as is"). Properties and function of IOLCon result from the functions according to the terms of the contract and the description which can be retrieved on the websites of the internet platform.
- 5.2. Information from the internet are submitted for technical reasons with a delay in time, which, in the individual case, may last for several minutes or more, e.g. in case of disruption of the network of the telecommunication provider.

6. Use of IOLCon

- 6.1. The User may use IOLCon only for lawful purposes and in compliance with all applicable and valid laws and only in the context of the express or perceptibly intended possibilities and purposes of use.
- 6.2. In particular, any abusive use of IOLCon is prohibited, e.g. decompiling or hacking of IOLCon or of Steinbeis' or other Users' IT systems or a transfer on of the information made available to third parties, in particular to such persons that operate an internet platform equivalent or similar to IOLCon. Furthermore, any kind of manipulating data or supplying faulty data is considered an abusive use and prohibited.
- 6.3. The User shall bear the sole and full responsibility for all acts that are committed by using his access data or his password and via his account.
- 6.4. The User is obliged to report to Steinbeis immediately any abusive use of his access data, his password, his account, or any other safety-relevant incident in connection with the use of IOLCon.
- 6.5. Steinbeis shall, to the extent as necessary, bar the User's access to IOLCon and provide the User with a new password in case the User reports an incident pursuant to Clause 6.4 or wishes a new password for other justifiable reasons.

7. Costs

- 7.1. The Use of IOLCon is free of charge for the User.
Should in the future particular non-gratuitous offers or services be offered, those have to be booked explicitly and individually via IOLCon.
- 7.2. During the use, connection charges may be however incurred, dependent on the utilized mobile communications service or data tariff based on the User's contract with his mobile communications service provider.

8. Rights of Use

- 8.1. The User shall acquire a non-exclusive right, limited in time for the duration of this contract and limited in territory to the European Union, the European Economic Area and Switzerland and, also after the exit, Great Britain, to use, via a terminal device, the displayed information for itself for own research and development purposes, in particular for the calculation of IOLs and optimization of own IOL constants. There shall be no rights in excess of the latter, in particular none to copy, disseminate, exhibit, make available to the public, process, transfer to third parties, or sub-license. The right of use does not comprise the disclosure of source code.
- 8.2. The User grants Steinbeis, free of charge, a non-exclusive, temporally unrestricted, worldwide right to use all information uploaded, transmitted, stored or sent via IOLCon in any possible ways of use, in particular to copy, disseminate, exhibit, make available to the public, process, transfer to third parties, or sub-license, including to reproduce, create derivative works of, display, and present the information.

The rights of use granted by the User in the context of this license are limited to the purpose of operating the platform IOLCon according to contract, to the use for scientific and statistical purposes (e.g. for lectures or scientific posters) as well as to the use for other business models and platforms in connection with IOLCon or with the IOL research.

Business brands and logos of Users may be used by Steinbeis for referencing purposes, but may not be redesigned or publicly disseminated. A User's individual-related account data, as for example names, e-mail addresses, and passwords, shall exclusively be used for the operation of IOLCon and shall not be passed on.

- 8.3. Secs. 69 lit. d) and lit. e) of the German Copyright Act (Urheberrechtsgesetz, "UrhG") shall remain unaffected.
- 8.4. Non-compliance with the provisions of these Terms and Conditions of Use shall entitle Steinbeis to revoke the right of use and to terminate this contract without prior notice, unless there is only insignificant non-compliance.
- 8.5. Steinbeis reserves the right to file civil actions and criminal charges in case of non-compliance with the provisions of the Terms and Conditions of Use.

9. Exclusion and Restriction of Warranty and Liability

- 9.1. As a result of the features of the internet, the necessity of utilizing a telecommunication connection of a third party provider for the use of IOLCon, as well as the necessity of interaction with the User's individual mobile terminal device, with other software, and with other computer systems, Steinbeis cannot warrant general, continuous, and uninterrupted availability of the internet platform IOLCon and display of contents.
- 9.2. The information made available via IOLCon is based on data originating from other Users, which are not influenced by Steinbeis and cannot be controlled by Steinbeis either. Steinbeis therefore does not assume any warranty and liability for the correctness, completeness, integrity, and currentness of all contents made available via IOLCon, in particular those related to intraocular lenses (IOL).
- 9.3. The User acknowledges that there are neither warranty and liability claims against other Users by which he could take recourse.
- 9.4. Steinbeis does not assume warranty and liability for any defects as to quality and defects of title of IOLCon. IOLCon is made available "as is".
- 9.5. Steinbeis furthermore does not assume any warranty or liability for IOLCon being in every case free from computer viruses and malware. Steinbeis will however take efforts, within its scope of influence, at a technical safeguard by appropriate means.
- 9.6. Steinbeis does not provide any express or implicit guarantees or assurances.
- 9.7. Should, contrary to the foregoing provisions of this Clause 9, Steinbeis nevertheless incur liability for damage, the following shall apply:

In case of ordinary negligence Steinbeis' liability for damages is excluded, in particular for indirect damage, consequential damages, or loss of profit.

In case of ordinary negligence and breach of an essential contractual duty by Steinbeis, Steinbeis' obligation of to pay damages is limited, irrespective of the preceding phrase, to the foreseeable damage typical of the contract.

All exclusions and limitations of liability and warranty shall apply also to the benefit of all present and former organs, employees, assistants, performing agents, and vicarious agents of Steinbeis (e.g. of directors, employed personnel, and free lancers), no matter on which legal ground claims against them are asserted.

- 9.8. The foregoing exclusions and limitations of this Clause 9 to the benefit of Steinbeis shall not apply in case of liability pursuant to the product liability law, in case of intentional or grossly negligent breaches of obligations, or in case of injury to life, body, or health.

10. Infringement of Property Rights

In case of an imminent infringement of a property or other right in the context of the use of IOLCon, the Contractual Partners shall immediately notify each other, in particular if claims are asserted against them or if there are indications of the latter. Without written consent of the other, none of the Contractual Partners may reach settlements, declare acknowledgements, or make other concessions with respect to the asserted claim. In case a claim or a civil action on the basis of an infringement is instituted or is imminent according to reasonable estimation, Steinbeis may take measures at its own costs in order to prevent the infringement or asserted infringement of those rights. Steinbeis may in particular accomplish this by non-proprietary modification or substitution of a service or by procurement of a license authorizing the use.

11. Copyright, Protection of Trademarks and Brands, Rights to Use

- 11.1. IOLCon, Copyright 2017 © by Steinbeis GmbH & Co. KG für Technologietransfer, Willi-Bleicher-Str. 19, 70174 Stuttgart, Germany. All Rights reserved.
- 11.2. All texts, pictures, graphics, sounds, animations, videos, and other components of IOLCon that are capable of being protected as well as the design of any of the latter are subject to copyright and possibly other laws protecting intellectual property. They may not be copied, modified, passed on, published or otherwise used, neither for commercial nor for other purposes beyond the prescribed possible kinds of use of the platform.
- 11.3. Protected trademarks, brands, and components of IOLCon are in part not indicated as such. The lack of such indication does not mean that trademarks, brands, and components are unprotected. To the extent as not stated otherwise, Steinbeis and enterprises affiliated with Steinbeis or third parties are the owners of all mentioned rights in trademarks and brands.
- 11.4. As a result of the offer to use IOLCon no license to use the protected components is granted beyond the right of use pursuant to Clause 8.

12. Term and Termination

- 12.1. This contract of use has an indefinite term.
- 12.2. Steinbeis as well as the User may terminate the user relation at any time with immediate effect without having to comply with any form requirement. Possibly separately booked non-gratuitous services shall remain unaffected thereby and shall remain in force until the end of their term, in case of automatically renewing services until the end of the respective period.

In case of termination the Customer's account shall be deactivated. The User is then not able to continue using IOLCon anymore. The information and substantial data related to intraocular lenses (IOL) made available by the User shall remain stored and may be retrieved by other Users until the time of their deletion pursuant to the regular periods for deletion from the platform.

- 12.3. The right to termination for cause pursuant to Sec. 626 para. 1 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB") shall remain unaffected.

13. Modifications to the Internet Platform IOLCon

While taking into consideration the User's interests, Steinbeis reserves the right, upon prior announcement made via IOLCon, whether in parts or completely, whether temporary or ultimately, to modify, supplement, restrict, or definitely abandon IOLCon. Generally, modifications, supplementations, or restrictions are aimed at an improvement of the handling comfort, at a modification of the scope of functions, or at a removal of possible safety deficiencies. Clause 12 shall remain unaffected.

14. Amendments of these Terms and Conditions of Use

Steinbeis reserves the right to modify or supplement these Terms and Conditions of Use in parts or completely, in particular in order to remedy omission in provisions, as a result of new legislation, new jurisdiction, or new functions of IOLCon. The User shall be notified thereof in the course of the process of using IOLCon and may download a storable version of the amended Terms and Conditions of Use. The Contractual Partner is entitled to terminate the user relation pursuant to Clause 12, in case he does not consent to the modified or supplemented Terms and Conditions of Use. In case the User does not terminate within one month after their announcement, the new Terms and Conditions of Use are deemed agreed. Steinbeis shall notify the User of the right of termination simultaneously with the announcement. Until a termination taking effect, the existing Terms and Conditions of Use shall continue to apply.

15. Data Privacy

While collecting, processing, and using individual-related data of the User, Steinbeis complies with all applicable laws. For details about data privacy, refer to Steinbeis' [Data Privacy Statement](#).

16. Applicable Law and Place of Jurisdiction

- 16.1. The use of the internet platform IOLCon as well as these Terms and Conditions of Use are subject to the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.2. The place of jurisdiction for all disputes from or in connection with the use of the internet platform IOLCon or these Terms and Conditions of Use depends on Steinbeis' place of business.

17. Salvation Clause

- 17.1. Should a provision of these Terms and Conditions of Use be or become in whole or in part invalid, unenforceable, or incomplete, this shall not affect the validity of the remaining provisions of these Terms and Conditions of Use as a whole.
- 17.2. In case of an invalid, unenforceable, or incomplete provision, the Parties, using equitable discretion, shall agree on a provision that appropriately takes account of the interests of both Contractual Partners as well as of the intended contractual purpose.
- 17.3. Clauses 17.1 and 17.2 shall apply accordingly in case a provision is invalid as a result of its temporal, territorial, substantive, or amount-related scope of application.