

**Last updated: 17 August 2023**

Welcome to our Website. By browsing and using this Website ([www.4danatomy.com](http://www.4danatomy.com)) you agree to comply with and be bound by the following Terms of Service.

The Terms of Service, together with our [Privacy Policy](#) and [Cookie Policy](#) govern 4D Interactive Anatomy's relationship with you in relation to this Website (collectively: Terms). Please read them carefully. If you have any questions regarding these Terms, please use the contact us form.

## **TERMS OF SERVICE**

### **1. Definitions**

**"4D Interactive Anatomy", "4DIA", "4D Anatomy", "us", "we"**: 4D Interactive Anatomy Zrt., a private company limited by shares, registered in Hungary (address: Teréz körút 38., Budapest 1066, Hungary; Hungary, tax registration number: 14561522-2-42, EU VAT registration number: HU26255585).

**"site", "website"**: our website accessed at [www.4danatomy.com](http://www.4danatomy.com) and related subdomains;

**"Terms"**: collectively these Terms of Service, our Privacy Policy, and Cookie Policy;

**"you", "Licensee", "user"**: the natural person(s) or legal entity accessing the Website under the Terms;

**"License Agreement"**: any contract between us and you for the sale, purchase and License of the Services, incorporating the Terms, including any amendments to the Terms;

**"License"**: The license granted to you to use the information contained in the Services in accordance with these Terms and any License Agreement for the License Period;

**"License Period"**: the duration for which you have a License with us;

**"Individual licenses"**: licenses to use the Services, where one person makes one purchase at a time

**"Institutional licenses"**: licenses to use the Services, where a legal entity makes a purchase for multiple persons at one time

**"Services"**: The provision of information (images, text, and else) on-line, as set forth in the Terms and any License Agreement to be supplied to you by us (including any part or parts of such information).

### **2. Donor acknowledgement**

2.1 We are grateful to the consented body donors who make this platform possible. Please always be considerate of the donors when using the Services. Please always be mindful of your surroundings when accessing the Website. You may be held responsible if you access the Site and the contents in a way and location that causes distress to others.

### **3. Requirements for use**

3.1 We do not collect or intend to collect information from children under the age of 14. The Services are not meant for children under the age of 14. You may use the Services only if you have reached the legal

age in your jurisdiction to form legally binding contracts under the applicable law of your country of residence. If you are under the legal age in your jurisdiction, your parent or guardian must agree to these Terms on your behalf.

3.2 It is your responsibility to monitor activities that occur when the Site and the Services are accessed with your login credentials. You may not share your user credentials with other persons and you may not use another person's user credentials to access the Site and the Services. Unless otherwise specified, you may log in to the Site from 3 devices simultaneously with your login credentials.

#### **4. Availability of the Site and the Services**

4.1 Access to the Site and the Services is delivered online. Offline access is not supported. We shall make all reasonable endeavors to make the Site available to you at all times and on a twenty-four-hour basis, save for routine maintenance but we do not warrant that the Site will be continuously available.

4.2 Due to the nature of web-based services, your internet service provider and related infrastructure may affect the quality of the Services. We shall not be held responsible or liable for any loss of information or damages arising from issues related to the delivery of the Services through the infrastructure.

4.3 We make all reasonable endeavors to ensure that our server has adequate capacity and bandwidth to support your usage at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web within our domain and field.

4.4 We provide you with adequate and competent technical support and assistance to enable you to use the Site. We typically reply within 24 hours. If you need help, please reach out to us using the contact form.

4.5 We may change or discontinue parts of the Service or introduce new features at our own discretion. While we aim to provide the best possible user experience, in some cases technical limitations and business decisions may influence design for the Services. We shall not be held liable for discontinuation of any part of the Services as these decisions are made to ensure the long-term operation of the Site and the Services.

4.6 Please follow us on Twitter, Facebook, or LinkedIn to receive news about planned maintenance and other technical updates.

#### **5. Setting up access to the Site (signup, registration, user accounts)**

5.1 In case of Individual Licenses, you need to register your own user account by using the appropriate registration form and completing the payment process as required.

5.2 In case of Institutional Licenses:

- we may set up the user accounts for you based on your instructions,
- we may create a domain association for your user group (e.g. @harvard.edu), so any student who signs up using the signup form with a valid email address from that domain (e.g. [john@harvard.edu](mailto:john@harvard.edu)) will be automatically added to the user group,
- we may set up a unique registration form and provide its URL link to you that allows your students and staff to register themselves as part of your License

For more information about creating a user account please reach out to us using the contact form. To learn more about the information we collect, please read our Privacy Policy and Cookie Policy.

5.4 Once you have a user account registered, you are able to log in to the Site and access the Services from any device that is connected to the internet and has an internet browser (up to 3 simultaneous login sessions are supported by default). While we do extensive testing on different browsers, we do not warrant that the Site and the Services will be fully compatible with your browser. Please always take a free trial license to test device- and browser compatibility as well as the user experience which is dependent on the quality and speed of your internet connection.

## **6. Accuracy of the images & contents, no medical advice**

6.1 The images and contents are believed to provide a reasonable and realistic portrayal of the body part(s) they represent as they are of willed body donors. The information provided by Us as part of our Services are believed to be reasonably accurate. Dissection images portray real cadaver specimens prepared by or under the guidance of expert anatomists and provide portrayal of human body parts. Other illustrations and images provide reasonable portrayal of the body part(s) they represent. However, we do not warrant that the Site and the information on it will be accurate, uninterrupted, or completely error free.

6.2 While they may be used for patient education, education in general, and research purposes, the information and the images must not be used or relied upon for diagnosis or treatment of any medical condition. A licensed physician should be consulted for diagnosis and treatment of any and all medical conditions. While we undertake to ensure accuracy, we do not warrant that the information we provide is free from errors and omissions. Health care providers or physicians should not use this information or any of these images as the sole resource of diagnostic or educational purposes. We do not warrant that the information or the images meet any particular standard, thus we do not accept any liability for any action taken in trust to them.

6.3 None of the information presented on the Site or in the Services is to be considered as medical advice. Our Site is not a medical software or medical decision support software. If you rely on the Services to make any decisions you do that at your own risk. We may not be held liable for any decisions and outcomes you made based on the information available on our Site and in the Services.

## **7. Permitted use (use of images and contents)**

7.1 The images and content you can access as part of the Services on the website are meant to be used for educational and research purposes only, in line with the donors' will. Other uses of the Services, where the body donors' dignity, privacy, and due respect cannot be ensured may be considered ethical violations and a breach of these Terms.

7.2 Unless otherwise agreed prior in writing, sharing the images and content on public forums, such as (but not limited to) social media networks is strictly prohibited.

7.3 The Services and the content of the website and any other documentation of ours are protected by copyright, trademarks, database and other intellectual property rights.

7.4 The Site and its contents may not be modified, decompiled, reverse engineered, disassembled, mirrored, or used to create a derivative work based on its contents. Systematic downloading, (e.g.

spidering, scraping, etc.), service bureau redistribution services, printing for "fee-for-service" purposes and/or the systematic making of electronic copies for transmission are prohibited.

7.5 You are prohibited from using the Site and its contents for commercial purposes. Unless otherwise agreed in writing, the Site and its contents may not be used for commercial purposes even if they are related to educational and research activities. For example, using the contents to illustrate medical textbooks sold to the general populace is prohibited. A separate License Agreement has to be executed to allow for exceptions. Please contact us via email at [info@4danatomy.com](mailto:info@4danatomy.com) when in doubt.

7.6 The permitted uses of the images and contents vary by your License type but in all cases are limited to the license period:

<b>License type / Type of usage</b>	<b>Free trial license</b>	<b>Student license and Student adoption license</b>	<b>Educator (professional) license</b>	<b>Institutional (unlimited users) license and institutional (fixed number of users) license</b>
<b>Using the site for your personal learning goals</b>	Allowed	Allowed	Allowed	Allowed
<b>Using the site to present anatomical structures in-person or online for the benefit of others</b>	Not allowed	Not allowed	Allowed for patient- and student education within the institution	Allowed for use within the institution
<b>Exporting and saving images, using them for illustrating course materials, quizzes, etc.</b>	Allowed for up to 5 images for your personal studying and research purposes (publications not covered), provided you keep intact all and any copyright and proprietary notices. Not allowed for commercial use. You are required to delete the images after the free trial period.	Allowed for your personal studying and research purposes (publications are covered), provided you keep intact all and any copyright and proprietary notices. Not allowed for commercial use. You are required to delete the images after the license period.	Allowed, for patient- and student education and research purposes (publications are covered), not allowed for commercial use. You are required to delete the images after the license period.	Allowed, for education and research purposes (publications are covered), not allowed for commercial use. You are required to delete the images after the license period.

<p><b>Recording videos where the images and content are visible</b></p>	<p>Allowed for your personal studying and research purposes (publications not covered), provided you keep intact all and any copyright and proprietary notices. Not allowed for commercial use. You are required to delete recordings showing the images and content after the free trial period.</p>	<p>Allowed for your personal studying and research purposes (publications are covered), provided you keep intact all and any copyright and proprietary notices. Not allowed for commercial use. You are required to delete recordings showing the images and content after the license period.</p>	<p>Allowed, for patient- and student education and research purposes (publications are covered), not allowed for commercial use. You are required to delete recordings showing the images and content after the license period.</p>	<p>Allowed, for education and research purposes (publications are covered), not allowed for commercial use. You are required to delete recordings showing the images and content after the license period.</p>
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7.7 When using the images & contents, please credit [www.4danatomy.com](http://www.4danatomy.com) as the source of the images. For more information please contact us.

7.8 After the end of the license period, you need to stop using the images & contents by removing them from your devices, notes, course materials, etc., unless otherwise agreed in writing. You do not need to remove the images & contents used in publications and research already published.

7.9 Purchasing a License does not transfer any right, title, or interest in the Site and its contents to you. It is a temporary right limited by the license period to use the images and contents as described in these Terms.

**8. Pricing, license fees, free trials, payments, cancellations, and refunds**

8.1 Unless otherwise agreed by us in writing or unless changed in our Confirmation of Order, the fee for the Services shall be the fee set out on the Site. Unless otherwise stated, the fee for the Services shall be exclusive of any value added tax and all costs or charges in relation to delivery all of which you will pay in addition when you are due to pay for the Services. No fee is guaranteed until payment is made, unless a separate License Agreement detailing the fee and the payment schedule is signed.

8.2 Payment of the fee for the Services is due when you place your order, unless otherwise agreed in a License Agreement. We will not allow access to the Services until we are in receipt of the license fee and any other charges. No payment shall be deemed to have been made until we have received and verified the funds.

8.3 No order placed by you shall be accepted by us until a Confirmation of Order is issued by us. We reserve the right to refuse any order for whatever reason.

8.4 As an individual, you may take a free trial to review the full content on our site before you make a

purchasing decision. By completing your order for a subscription for the Services you agree that we may start your subscription immediately upon us accepting your order.

8.5 For institutions, we may set up trial access for multiple users. Please reach out to us using the contact form for more information.

8.6 If you fail to make payment in accordance with the Terms or any License Agreement or if we have reason to believe that you will be unable to make payment in accordance with the Terms or License Agreement or you breach the Terms or License Agreement in any other way, then we may (at our own discretion, without liability on our part and without prejudice to any claim we may have against you) either:

- Terminate the Contract; or
- Suspend your access to the Services

and require immediate payment or immediate provision of adequate security for payment or such other action as we may require before reinstating access to the Services, failing which we may terminate the contractual relation.

8.7 The free trial period is meant for making an educated purchasing decision. If you purchase a license it is assumed that you have explored the Site during the free trial period and came to the decision that the Services are suitable for your needs. Still, for Individual License holders, we offer a 14-day money back guarantee if a reasonable excuse is given. Please contact us if you wish to get a refund. No pro-rata refund is available after the 14-day refund period.

8.8 For Institutional License holders, terms for refunds are governed by a License Agreement signed separately from these Terms.

## **9. Limitations of liability**

9.1. All drawings, illustrations, descriptive matter, information, specifications and advertising issued by us and any descriptions or illustrations contained on our Site or in our catalogues, brochures or flyers are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of any contract and cannot be considered as grounds for service level expectations. Please start a free trial to explore the Services before making a purchasing decision.

9.2 Subject to condition 9.3, the following provisions set out our entire financial liability (including any liability for the acts or omission of our employees, agents and sub-contractors) to you in respect of:

- A. Any breach of these conditions; and
- B. Any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.
- C. Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.
- D. Subject to these conditions:
  - a. Our total liability in contract, tort (including negligence or breach of the statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this contract shall be limited to the cost price of the services; and
  - b. We shall in no circumstances be liable for any loss of profit, loss of income, loss of contacts, loss of anticipated savings nor increased cost or expenses or for any indirect, special or consequential losses of any nature which you may suffer.

- E. We shall not be liable to you in any way for any losses, actual or potential, that you suffer arising from the unavailability of the site or for any errors or omissions contained in the information provided by the services.

9.3 (Force majeure) We reserve the right to defer the date of delivery or to cancel the Services or reduce the volume of the Services ordered by you (without liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, you shall be entitled to give notice in writing to us to terminate the contractual relation. Unless otherwise specified in writing, no refund shall be given in such cases that fall outside our influence.

9.4 As a convenience to you, the Site may include links to other websites which are beyond our control. We are not responsible for the content on the Internet or World Wide Web pages on any website that you access via our Site.

9.5 Indemnification: Neither 4D Anatomy, our personnel, nor anyone else involved in creating, producing or delivering the Site shall be liable for any indirect, incidental, special, or consequential damages arising out of use of the Site, or inability to use the Site. To the extent permitted by the applicable law, you agree to defend, indemnify and hold 4D Anatomy harmless from and against any and all claims, demands, damages, obligations, losses, liabilities, costs or debts, expenses (including, but not limited to, attorney's fees), etc. arising from:

- your use of the Site and access to the Services,
- your negligence or misconduct when accessing the Services,
- your violation of any term of these Terms,
- your provision or request of medical care based on the information contained on our Website,
- any claims that a serious health event or bodily injury resulted from your use of the Services,
- your violation or infringement of any third party right, including, without limitation, copyrights, property-, or privacy rights, or any other rights,
- your infringement, or the infringement by any third party arising from using your login credentials of any intellectual property or other right of any person or entity, or
- any claim that information submitted by you caused damage to a third party.

You agree to do your best to uphold the good name of 4D Anatomy and refrain from spreading hearsay and rumors that might damage the reputation of 4D Anatomy. This indemnification obligation will survive these Terms, any License Agreement, and your use of the Services even after the license period expires.

9.6 To the maximum extent permitted by applicable law, in no event shall 4D Anatomy, its directors, officers, shareholders, employees, representatives or any other related parties involved in creating, producing, or delivering the Site and the Services be liable for any indirect, special, exemplary, incidental, or consequential damages. This includes the loss of profits, data, use, service interruption, computer damage, system failure or the cost of substitute services arising out of or in connection with these Terms or from the use of or inability to use the Services and contents, whether based on warranty, contract, tort (including negligence), product liability or any other legal concept, and whether or not We have been informed of the possibility of such damages and whether or not it was expected. All of these limitations are intended to be enforceable regardless of whether any other exclusive or non-exclusive remedy under this agreement fails of its essential purpose. Exclusions and limitations of damages set forth above are fundamental elements of the basis of the contractual relation between You and Us. In cases of jurisdictions that do not allow the exclusion or limitation of incidental or consequential

damages, the above limitations and exclusions may not apply to you. With respect to any conditions, warranties or guarantees that cannot be lawfully excluded, to the extent permitted by law Our liability is limited (at our own discretion) to the replacement, repair, resupply or refund of the relevant services.

9.7 All conditions, warranties, terms, and undertakings express or implied, statutory or otherwise are expressly excluded to the greatest extent permitted by law and save as provided otherwise in these Terms and any License Agreements in effect.

## **10. General considerations, disputes, resolutions**

10.1 Each of our rights or remedies under any contractual relation between us is without prejudice to any other of our rights or remedies whether under contract or not. If any provision of the Terms or a License Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

10.2 Our failure or delay in our enforcing or partially enforcing any provision of these Terms or a License Agreement will not be construed as a waiver of any of our rights. Any waiver by us of your breach of, or your default under, any provision of these Terms or a License Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of our contractual relation.

10.3 You and Us agree to resolve any disputes, differences, or otherwise disagreements by trying to find common ground by communicating via email first, before taking any legal actions. If no resolution is reached after 30 days due to being non-responsive or otherwise, legal actions may be initiated.

10.4 Our contractual relation (unless otherwise specified in a License Agreement) shall be governed by the laws of Hungary and the parties submit to the exclusive jurisdiction of the Budai Központi Kerületi Bíróság (Central District Court of Buda) but without prejudice to our right to bring or enforce proceedings in any other court or tribunal having competent jurisdiction.

10.5 In these Terms references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

## **11. Your agreement to these Terms**

11.1 Provision of Services will be based on your agreement to these Terms and any applicable License Agreements and any conditions contained in our Confirmation of Order to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document).

11.2 The display of information on the Site or anywhere else is not an offer by us but is an invitation to treat. Each order for the Services by you shall be deemed to be an offer by you to purchase Services subject to these Terms. It is your responsibility to ensure that the terms of your order are correct, complete, and accurate.

11.3 By Agreeing to these Terms, accessing the Website, creating a user account and purchasing a license, you receive a license to use the Website and Service as described in these Terms and any

applicable License Agreement signed by you and us. If you do not agree to these Terms you may not use the Site and the Services even.

11.4 Your License, License Agreement, nor the Site itself is transferable by you. The Site and all of its contents are protected under copyright law. You may be held responsible by us for any infringement of copyright by you whether intentional or not or out of negligence. We may assign the License and License Agreement or any part of it to any person, firm or company at our discretion as long as provision of the Services are continuous for the license period.