

GENERAL TERMS AND CONDITIONS AUTOSCRIBER B.V.

Who are we?

We are Autoscriber B.V. (**Autoscriber**). Our address is High Tech Campus 6 a, 5656 AE Eindhoven. We are registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 83055150.

What do we do?

We offer you access to our AI-application that turns the conversation with your patient into a structured summary, while you stay focused on your patient. Our application also offers the ability to search, filter and replay the transcript of your conversation, as well as dictate notes outside of the consultation. We call our application **Autoscriber App**. We also offer access to Autoscriber API, our application programming interface to integrate Autoscriber's software functionality into your own software (the **API**). We refer to Autoscriber App and the API as our **Products**.

What are you reading?

These are our general terms and conditions (the **Terms**). You can also find them in our Products. In the [Privacy policy](#) on our website, we explain how we protect your personal data. Please take the time to read this carefully, as it includes important information about how we collect and use your data and why we do so.

When we refer to **you** in these Terms, we mean you as a user of our Products.

Questions?

If you have any questions regarding these Terms or our Products, do not hesitate to contact us by sending an email to support@autoscriber.com.

SECTION 1 – INTRODUCTION

1. Applicability of these Terms

- 1.1. These Terms apply to every offer and agreement we make with you and any use of our Products.

- 1.2. We reserve the right to change these Terms at all times. The latest version of the Terms will always apply. Arrangements that deviate from these Terms will only be applicable if they have been agreed on by us **in writing** (including email).
- 1.3. In case of a conflict between these terms and an agreement between you and Autoscriber, the terms from the Agreement shall prevail.
- 1.4. The provisions under SECTION 2 – GENERAL TERMS apply to all users of our Products.
- 1.5. The provisions under SECTION 3 – SUBSCRIPTION TERMS only apply to you if you have a paid subscription to Autoscriber App.
- 1.6. The provisions under SECTION 4 – TERMS FOR RESEARCHERS only apply to Researchers. You are a **Researcher** if you use Autoscriber App for a PhD or other research purposes.
- 1.7. To use our API, you must enter into an API license agreement with us (the **API Agreement**). The articles under SECTION 5 - API SPECIFIC TERMS only apply to you if you have entered into an API Agreement with us.

SECTION 2 – GENERAL TERMS

2. Account

- 2.1. To access our Products, you must make an account. You are responsible for choosing the correct means of identification, such as your email address, and for choosing a strong password.
- 2.2. You may only create a personal account for yourself. You may not give others access to (a backup copy of) our Products.
- 2.3. You need to keep your account details and password confidential. You are responsible for all activities on your account after it has been logged in with your account details and passwords, unless you have reported that your account has been compromised as soon as becoming aware of it.
- 2.4. You can delete your account by sending an email to support@autoscriber.com. If we delete your account, this will not constitute a termination or suspension of your payment obligations to us.

3. Use of Autoscriber App

- 3.1. The purpose of Autoscriber App is to turn conversations with your patients into a structured summary, while you stay focused on your patient.
- 3.2. Autoscriber and Autoscriber App do not give, render or support giving medical advice. Diagnosing patients and developing treatment plans are activities to be performed by the doctor or healthcare professional.

- 3.3. You are not allowed to use Autoscriber App without the consent of your patient. Autoscriber App will remind you to seek consent, but it is always your own responsibility to seek consent of the patient. Autoscriber cannot verify whether you have received consent and does not accept any responsibility if consent was not adequately obtained.
- 3.4. Due to privacy reasons, the audio of the conversations with your patients are stored in Autoscriber App for a limited period of time, namely while your browser session is active. After this period (if you close or reload the tab), the audio will be deleted and cannot be recovered.
- 3.5. The transcript and summary of your conversation are stored in Autoscriber App until they are deleted by you in the interface of the web application, or until your account is deleted. Once the data is deleted, it cannot be recovered. You are responsible for timely storing the data.

4. **Availability and maintenance**

- 4.1. We will do our best to keep our Products up and running 24 hours a day, 7 days a week. We are responsible for the availability and maintenance of our Products.
- 4.2. During maintenance our Products can be (partly) unavailable.
- 4.3. We have the right to change our Products. This includes changing, removing or adding certain features or functionalities of our Products.
- 4.4. We do not guarantee that our Products are completely free of errors. Please inform us immediately of any errors, bugs or malfunctioning of our Products. You can reach out to us by sending an email to support@autoscriber.com or via the Contact Support feature integrated in our Products. We will then do our utmost to resolve your problem as soon as possible.

5. **Third Parties**

We have the right to employ third parties to partially perform our duties, if we are of the opinion that this is necessary for the due exercise of your Subscription or for our Products. Sections 7:404 of the Dutch Civil Code (**DCC**) (*performance of service by a specific person*), 7:407 paragraph 2 DCC (*joint liability*) and 7:409 DCC (*death of a particularly assigned service provider*) are not applicable.

6. **Force Majeure**

- 6.1. We will not be liable if we are unable to provide our Products to you due to force majeure. This includes, for example, a non-attributable failure of third parties, hacks and internet failures.

- 6.2. If the force majeure period exceeds 2 uninterrupted months or when it has become clear that the period will last longer than 2 months, you may terminate your Autoscriber App Subscription in writing. In this case, there is no right to compensation. We will send you an invoice for the (unpaid) period in which you used Autoscriber App.

7. Intellectual property

- 7.1. We (or our licensors or suppliers) are the exclusive owners of all existing and future intellectual property, such as copyrights, trademarks, design rights, patents, source codes and know-how, which rest on our Products and our website or are the fruits thereof.
- 7.2. You only get the right to use our Products. You cannot claim the intellectual property rights mentioned in article 7.1. The right to use our Products is not exclusive and it is not permitted to transfer or licence the right to use our Products.

8. Confidentiality and privacy

- 8.1. We are obliged to keep all your Confidential Information confidential. By **Confidential Information** we mean any information that you have indicated is confidential or that arises from the nature of the information.
- 8.2. In any case, the following is Confidential Information:
 - a) information relating to your patients and your business information;
 - b) personal data as referred to in the General Data Protection Regulation (**GDPR**).
- 8.3. We protect your personal data in accordance with the GDPR. Please see our Privacy Policy on the website for more information.

9. Liability and indemnification

- 9.1. We are not liable for any damage or other adverse consequences resulting from the use or inaccessibility of (information on) our website or our Products. All actions you take on the basis of our website, our Products or any conversation extracts produced by our Products are for your own account and risk.
- 9.2. We will not be liable for any damages caused by improper or unlawful use of our Products Autoscriber App by you or third parties.
- 9.3. We are not liable in the event of force majeure as set out in article 6.
- 9.4. We are only liable for your direct damages, which are directly and exclusively the result of a shortcoming on our part.
- 9.5. If we are liable our liability is limited to:
 - a) the amount covered by our liability insurance; or
 - b) if the liability insurance does not cover or pay out any reimbursement:

- i. the total average amount invoiced (ex VAT) by Autoscriber to you for your Autoscriber App Subscription for 6 months; or
 - ii. if you do not have a Subscription our maximum liability is EUR 600.
- 9.6. We will ensure careful storage of your data. We are not liable for the damage or loss of data stored with us or third parties.
- 9.7. The limitations of liability set out in this article do not apply if the damage is due to intent or gross negligence on our part.
- 9.8. You shall indemnify and hold us harmless from any third party claims. Specifically, but without limitation, you indemnify us for any dispute with regard to:
 - a) consent of the patient to be recorded with Autoscriber App (for example if the patient believes he or she has not given consent);
 - b) the content of a conversation extract (for example if the patient does not agree to the content of an extract);
 - c) any decision based on the use of the conversation extract or our Products;
 - d) your use of our Products otherwise.

10. Miscellaneous

- 10.1. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision will be replaced by a provision that is considered to be valid and enforceable and whose interpretation will be as close as possible to the intent of the invalid provision.
- 10.2. You are not allowed to assign or transfer any rights and obligations on account of our Products or these Terms without prior written approval of us.

11. Applicable law and competent court

- 11.1. These terms and every agreement between you and Autoscriber are governed by Dutch law.
- 11.2. The Court of Amsterdam, the Netherlands has jurisdiction to hear all disputes or claims ensuing from these Terms.

SECTION 3 – SUBSCRIPTION TERMS

12. Exclusion

- 12.1. We reserve the right to terminate the Subscription and exclude you from any (further) use of Autoscriber App if you:
 - a) violate applicable laws and regulations or these Terms;

- b) fail to meet your payment obligations from the Subscription;
- c) use Autoscriber App without the consent of your patient; or
- d) use Autoscriber App for a purpose for which it is clearly not intended.

12.2. We are not obliged to refund any amounts already collected or to pay any damages in case of termination based on article 12.1.

13. Sign-up via partner or reseller

13.1. If you sign up for Autoscriber App through a partner or reseller, you agree to be billed by that partner or reseller, and you acknowledge that you are solely responsible for complying with all payment obligations arising from your use of Autoscriber App. We are not responsible for any disputes or issues that may arise between you and the partner or reseller regarding billing or payment.

13.2. If you sign up for Autoscriber App through us, the following articles of this Section 3 apply.

14. Subscriptions and cancellation

14.1. Before the use of Autoscriber App you must enter into an agreement with us (**Subscription**). You can find more information about our Subscriptions in Autoscriber App.

14.2. The term of the Subscription (the **Subscription Period**) will be agreed during the application procedure. The Subscription will commence on the date as agreed during the application procedure (the **Start Date**).

14.3. If you have chosen a Subscription Period of 12 months, your Subscription will be automatically renewed, each time for the period of 12 months. If you have chosen a Subscription Period of 1 month, your Subscription will be renewed automatically, each time for the period of 1 month. Unless otherwise communicated by us in **writing**.

14.4. You can cancel your Subscription with 30 days prior written notice before the end of the Subscription Period. You can cancel a subscription by clicking the Cancel button on your active subscription under the Manage Subscription section in Autoscriber App.

15. Prices

15.1. All prices communicated by us are **excluding** any expenses and VAT.

15.2. Autoscriber may annually apply an inflation correction to the prices of the Subscription or mentioned in an offer/agreement on the basis of the CBS consumer price index (CPI).

15.3. Autoscriber may change its prices of the Subscriptions at renewal, upon 30 days prior written notice. No rights can be derived from historic prices.

16. Payment and collection charges

- 16.1. You must provide us with a valid means of payment to use Autoscriber App. We will debit the amount for the use of the Subscription on a monthly or yearly basis around the day on which your Subscription commenced.
- 16.2. If a payment is due but not paid, we will first send a reminder, followed by a request for payment. If the payment is not made within the stipulated payment period, you will be in default.
- 16.3. If you are in default, we are entitled to:
 - a) charge statutory commercial interest. The interest on the payable amount is calculated from the moment that the payment is due, until the moment that the payable amount has been paid by you in full;
 - b) (temporarily) block your account, until you fulfilled your payment obligation; and
 - c) charge you all extrajudicial collection costs. For an outstanding amount up to EUR 267, these costs will be EUR 40. For a higher amount, the collection costs will be calculated on the basis of the outstanding amount.

SECTION 4 – TERMS FOR RESEARCHERS

17. Researcher Terms

- 17.1. We give Researchers access to Autoscriber App to further their PhD or other research.
- 17.2. We have taken great effort in developing Autoscriber App and we are always looking for ways to improve. Therefore, we like to hear your opinion. By signing up to Autoscriber App you agree to fill in our feedback forms when requested.
- 17.3. A Researcher is not allowed to use Autoscriber App for any commercial purposes and shall be banned from usage of Autoscriber App if detected.

SECTION 5 – API SPECIFIC TERMS

18. Use of the API

- 18.1. To get access to the API, you must enter into an API Agreement with us.
- 18.2. You shall require any end-users using the API to comply with the applicable laws and regulations, these Terms and the API documentation. In the event of a conflict between the API documentation and the Terms, the Terms shall prevail.
- 18.3. A maximum number of calls per second is agreed in the API Agreement (the **Limit**). If you would like to use the API beyond the Limit, you must obtain our written consent. Exceeding the Limit can result in a (temporary) access limitation to the API.

18.4. A key is required to use the API (the **API Key**). You will receive the API Key after you entered into an API Agreement with us. Each API call must be accompanied by your API Key.

18.5. You may only use the API to integrate Autoscriber’s medical nota taking functionality into your own (EHR) software.

19. **Exclusion**

19.1. You are not allowed to:

- a) give a copy of the API Key to a third party;
- b) sublicense the API or make it available to third parties;
- c) publish any raw datasets obtained through the API;
- d) modify or alter any personal data you have obtained through the API;
- e) misuse the API.

19.2. We have the right to block your API Key if we notice that you violate article 19.1.

20. **Branding**

20.1. You are free to present data obtained via the API at your own discretion and according to your own layout on websites and services under your control.

20.2. As an exception to article 20.1, you need the explicit written consent of Autoscriber to present data obtained via the API if you want to use the name and/or logo of Autoscriber. You shall present the data in the specific manner prescribed by Autoscriber and only on websites and services under your control.

21. **Support and maintenance**

21.1. Autoscriber shall provide a reasonable level of support, including by making available online documentation. If the online documentation is not sufficient, you can reach out to us by sending an email to support@autoscriber.com or via the Contact Support feature integrated in our Products. We will then do our utmost to resolve your problem as soon as possible.

21.2. We can modify the API or API documentation from time to time to recover faults or to improve functionalities. If a modification requires the technical interface to change, Autoscriber shall implement this modification as a new version of the API. Autoscriber guarantees that a technical interface called with a specific version number will not change during the term of the API Agreement.

