



Terms and Conditions of Use for Kelvin

Introduction

These terms and conditions apply between you, the User of Kelvin applications (including any sub-domains, unless expressly excluded by their own terms and conditions), and Machine Medicine Technologies Ltd, the owner and operator of Kelvin. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Kelvin applications. If you do not agree to be bound by these terms and conditions, you should not use the Kelvin applications at all.

In these terms and conditions, **User** or **Users** means any third party that accesses Kelvin applications and is not either (i) employed by Machine Medicine Technologies Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Machine Medicine Technologies Ltd and accessing Kelvin applications in connection with the provision of such services.

In these terms and conditions, **We** or **Us** means Machine Medicine Technologies Ltd.

You must be at least 18 years of age to use Kelvin applications. By using Kelvin and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

1. All Content included on Kelvin applications is the property of Machine Medicine Technologies Ltd (unless agreed otherwise with the User), our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of Kelvin applications, including any such content uploaded by Users. By continuing to use Kelvin you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on these applications shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any trademark, logo or service mark displayed on the applications without the owner's prior written permission
2. You may, for your own personal, non-commercial use only, retrieve, display and view the Content on a computer screen.
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Machine Medicine Technologies Ltd.

4. You acknowledge that you are responsible for any Content you may submit via Kelvin applications, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through Kelvin applications any Content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of 'spam'. You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto Kelvin applications.
5. You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Machine Medicine Technologies Ltd for all claims resulting from Content you supply.

Prohibited use

1. You may not use the Kelvin applications for any of the following purposes:
 - a. in any way which causes, or may cause, damage to Kelvin applications or interferes with any other person's use of Kelvin applications;
 - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Registration

1. You must ensure that the details provided by you on registration or at any time are correct and complete.
2. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
3. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
4. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using Kelvin applications. Cancellation or suspension of your registration does not affect any statutory rights.

Password and security

1. When you register on Kelvin, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.
2. If we have reason to believe that there is or is likely to be any misuse of the Kelvin applications or breach of security, we may require you to change your password or suspend your account.

Availability of Kelvin applications and disclaimers

1. Any online facilities, tools, services or information that Machine Medicine Technologies Ltd makes available through Kelvin applications (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults.
2. Machine Medicine Technologies Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the Kelvin applications including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Kelvin applications unless it is expressly stated otherwise.

Limitation of liability

1. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or

fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

2. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
3. To the maximum extent permitted by law, Machine Medicine Technologies Ltd accepts no liability for any of the following:
 - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - b. loss or corruption of any data, database or software;
 - c. any special, indirect or consequential loss or damage.

General

1. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
2. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Kelvin applications from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the current version.
3. These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
5. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
6. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
7. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Machine Medicine Technologies Ltd details

Machine Medicine Technologies Ltd is a company incorporated in England and Wales with registered number 10787420 whose registered address is:

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United Kingdom

The registered VAT number is 301057558.

Machine Medicine Technologies Ltd operates the Kelvin applications (Kelvin Cloud, Kelvin Clinic, Kelvin-Clinic 2024 (Legacy), Kelvin Reach and Kelvin-Reach-PD)

You can contact Machine Medicine Technologies Ltd by email on feedback@machinemedicine.com.