

Novacura's Acceptable Use Policy

This Acceptable Use Policy (the “**Policy**”) describes prohibited uses of any services and applications, collectively referred to as the “**Services and Applications**” offered by Novacura AB and its affiliates (referred to in this Policy as “**Novacura**”, or “**Us**”, “**We**”, “**Our**”), to Our customers and its users of our Services and Applications (referred to in this Policy as “**You**” or “**Your**”). The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on www.novacura.com. By using the Services and Applications, You agree to the latest version of this Policy.

Please report violations of this Policy to info@novacura.se. When reporting by email, please include the words “Acceptable Use Policy Violation” in the subject.

Activities that You are prohibited from engaging in when using the Services and Applications

You are prohibited from using, or in any way facilitating or supporting others to use the Services and Applications:

- (a) to distribute or otherwise make available (i) content that infringes or misappropriates the intellectual property or proprietary rights of others, or (ii) content that is defamatory, obscene, abusive, invasive of privacy or otherwise objectionable;
- (b) for unlawful, fraudulent, infringing or offensive use;
- (c) for illegal or fraudulent activities, that violate the rights of other, or that may be harmful to others, Our operations or reputation;
- (d) to violate, or attempt to violate, the security or integrity of the Services and Applications or any other network, electronic service, computer, application or other technical equipment, hardware and software;
- (e) for attempting to reverse engineer, decompile or otherwise derive source code, trade secrets, or know-how of the Services and Applications as well as any portion thereof (except as explicitly permitted by mandatory applicable laws);
- (f) to remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Services and Applications;
- (g) to scrape, replicate or compete with core products or services offered by us;
- (h) to create content or re-create the Services and Applications content; and
- (i) to sell, lend or commercialize the Services and Applications to any third party.

Additionally:

- (a) To the extent permitted by applicable law, information You provide or upload to the Services and Applications may be stored outside of the country in which You reside.
- (b) All rights relating to the Services and Applications is owned by Novacura, Our affiliates or partners and is protected by intellectual property laws. Nothing in this Policy is intended to convey or grant any rights in or to the Services and Applications. Failure to enforce this Policy in every instance does not amount to a waiver of Our rights.
- (c) You acknowledge that Your account is personal and shall only be used for Your use and not by any other person. You must therefore ensure that no unauthorized person is able to use or lend

Your login details. If You suspect that any unauthorized person has obtained access to Your password, You must notify us immediately.

- (d) You are responsible to “log off”/exit from Your account at the end of each session.

No network, e-mail or other message abuse

You shall not use, or in any way facilitate or support others to use, the Services and Applications to violate, or attempt to violate, the security or integrity of the Services and Applications or any other network, electronic service, computer, application or other technical equipment and software.

You shall not use, or in any way facilitate or support others to use, the Services and Applications for purposes of distributing any form of “spam”, including but not limited to, unsolicited mass email, instant messages or any other form of electronic messaging on a bulk basis to recipients with which You have no preexisting relationship.

Feedback

You may, but have no obligation to, provide feedback or suggestions about the Services or Applications to Novacura, its affiliates or partners (“**Feedback**”). If and to the extent You provide Feedback, You acknowledge that Novacura may use that Feedback without restriction and without any obligation, and that any intellectual property rights created by or on behalf of Novacura based on such Feedback shall be solely owned by Novacura.

Collection of anonymous technical data

By using the Services and Applications You hereby accept that Novacura may obtain anonymous usage data from Your use. This anonymous usage data information (i.e. it is not personal data) is the sole property of Novacura, which may use this information for its own purposes (including, but not limited to, to perform, further develop and improve the Services and Applications).

Availability

NO WARRANTIES. NOVACURA, AND OUR AFFILIATES, SUPPLIERS, RE-SELLERS, DISTRIBUTORS, PARTNERS AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES AND APPLICATIONS. YOU UNDERSTAND THAT USE OF THE SERVICES AND APPLICATIONS IS AT YOUR OWN RISK AND THAT NOVACURA PROVIDES THE SERVICES AND APPLICATIONS ON AN “AS IS” BASIS “WITH ALL FAULTS” AND “AS AVAILABLE”. NOVACURA DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES AND APPLICATIONS. NOVACURA RESERVES THE RIGHT TO REMOVE ANY APPLICATION WHETHER DOWNLOADED BY YOU OR NOT, FROM THE SERVICES AND APPLICATIONS AT ANY TIME IN OUR SOLE DISCRETION. TO THE EXTENT PERMITTED UNDER LOCAL LAW, NOVACURA EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT.

NOVACURA AND OUR AFFILIATES, SUPPLIERS, RE-SELLERS, DISTRIBUTORS, PARTNERS AND VENDORS ARE UNDER NO CIRCUMSTANCES RESPONSIBLE FOR YOUR LOSS OF PROFITS, LOSS OF EARNINGS OR GOODWILL, LOSS DUE TO DISRUPTION OR DOWN-TIME, LOSS OF DATA, OR YOUR LIABILITY TOWARDS ANY THIRD PARTY, OR INDIRECT OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER. NOVACURA IS FURTHER NOT LIABLE FOR THE DATA CONFIDENTIALITY IN CONNECTION WITH THE TRANSFER OF INFORMATION VIA INTERNET WHEN YOU USE THE SERVICES AND APPLICATIONS.

Our monitoring and enforcement

We reserve the right to, in Our sole discretion and judgment, investigate, inspect and monitor any violation of this Policy or misuse of the Services and Applications in order to verify the due and proper fulfilment of the obligations set forth in this Policy. You shall make available to Novacura all information necessary to demonstrate compliance with the obligations in this Policy. If You violate this Policy or authorize or help others to do so, we may immediately terminate or suspend Your access to the Services and Applications. We may also remove, disable access to, or modify any content or resource that violates this Policy or any other agreement governing the use of the Services and Applications. We may cooperate with legal authorities or other appropriate third parties in connection with any investigation of illegal conduct violating this Policy.

Novacura Partners

Some Services and Applications may be provided by Novacura Partners. Please note that such Services and Applications may be subject to the applicable terms and conditions of such Novacura partner (if applicable) in addition to this Policy.

Personal Data

In order to offer You the Services and Applications we will need to process some of Your personal data. For information on Our processing of personal data, please read Our privacy notice

Cookies

Novacura may use cookies or similar technologies to manage and improve the Services and Applications. Please read Our cookie policy for more information on Novacura's usage of cookies.

Contacting Us

Please contact Novacura in case of any questions regarding this Policy.
