



Terms and Conditions of service provision by BRASTER S.A. for the Braster Pro option

These Terms and Conditions constitute the legal basis for operation of the [Braster.eu](https://braster.eu) website made available at the Braster.eu domain for using the Braster Pro option.

The Terms and Conditions define the provision and use of the Services offered or made available through the [Braster.eu](https://braster.eu) website for the Braster Pro option, the rights and obligations of the Customers, in particular the Users, as well as the rights, obligations and scope of liability of the Company.

The condition for using the [Braster.eu](https://braster.eu) website for the Braster Pro option and the Services offered through it is the reading and full acceptance of the content of these Terms and Conditions and the [Privacy and Cookies Policy](#) by the User.

I. Definitions

Account – set of data included as part of the Website, assigned to a specific User and as part of which the information about the User and Examinations performed by the User are stored.

Application – “Braster Care” Mobile Application dedicated for use with mobile devices and used to conduct breast thermographic examinations and to send their results to the Braster Telemedical Center operated by the Company for the purposes of providing Services by the Service Provider.

Braster AI (Braster Automatic Interpretation) – the software used for automatic interpretation of thermograms and data provided by the User. The software was verified as part of the ThermaALG observational study (sample of 255 persons) and achieved the parameters of 81.5% sensitivity and 87% specificity for women below 50 years old. Detailed information on the ThermaALG study is available [here](#).

Braster Telemedical Center – the Company’s telemedical infrastructure.

Company – BRASTER S.A. with its registered office in Szeligi (05-850 Ożarów Mazowiecki, Poland), ul. Cichy Ogród 7, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number 0000405201, NIP (Tax Identification Number): 5213496648, share capital in the amount of PLN 916,857.40, fully paid up.

Customer – person using the Website.

Device – Braster device used to conduct breast thermographic examinations executed with the use of the Application.

e-Store – Braster e-Store online store, available at the domain braster.eu and operated by the Company.

Examination – thermographic examination of the Patient's breast performed by the User using the Medical Device.

Examination Package – the number of Examinations sold by the Company or its distributors as a Product. The Examination Package enables the User to perform a specific number of Examinations according to the terms and conditions specified in the current offer.

Medical Device – the “Braster Pro – breast examination system” medical device, which is a set consisting of the Application, the Device and Braster AI (Braster Automatic Interpretation) used for breast thermography in order to provide the Services by the Company.

Medical Devices – products defined as medical devices within the meaning of the Act of 20 May 2010 on medical devices.

Mobile Device – tablet or smartphone with the possibility of installing the Application.

Order – order of the Products or Services offered by the e-Store, Company representatives or distributors.

Patient – a woman who is examined.

Price – price of the Product or remuneration for providing the Services.

Privacy and Cookies Policy – document defining the rules of processing and protection of the Users' and Patients' personal data by the Company as well as the types of cookies and the rules of their use by the Company in connection with using the Website and the Application by the Customers or the Users available [here](#).

Products – products sold through the e-Store, Company representatives or distributors.

Sensitivity – ability to classify the examination as including potentially pathological changes, the result of which was confirmed with histopathological tests.



Services – healthcare services provided by the Company through the Website in connection with the Examinations performed by the User. Using the Services is possible after purchasing the Examination Package in the e-Store or from a Company representative or distributor. The number of Examinations available to be performed by the User depends on the purchased Examination Package.

Specificity – ability to classify the examination as not including potentially pathological changes, the result of which was confirmed with histopathological test.

Stationary Equipment – computer or laptop with the installed web browser for which the requirements were described in section II (6) “General provisions” of the Terms and Conditions.

Terms and Conditions – these Terms and Conditions.

Terms and Conditions of the Application – Terms and Conditions of the “Braster Care” Application available [here](#).

User – Customer performing examinations using the Braster Pro option. Examinations can be performed only by a doctor, nurse or other qualified healthcare specialist.

Website – website Braster.eu, operated by the Company.

Working days – days from Monday to Friday, exclusive of public holidays.

II. General provisions

1. Any rights to the Website, its elements, including programming, graphic or other elements, name of the Website, Internet domain of the Website, are the exclusive property of the Company, are subject to legal protection and can be used solely in a way that complies with the Terms and Conditions and the generally applicable laws.
2. The Customer is obliged to use the Website according to its intended use, only in a manner consistent with the law, rules of social conduct, good morals and Terms and Conditions.
3. Before starting to use the Website the Customer is obliged to read these Terms and Conditions and Privacy and Cookies Policy.
4. All the actions that are in breach of the purpose of the Website or forbidden by the Terms and Conditions or legal regulations are forbidden, in particular those that would destabilize the Website's operation or hinder the access to the Website or its use. It is forbidden to take other actions to the detriment of the Company or other Customers that threaten their rights or interests. In particular it is forbidden to decompile the source code and modify it without prior written consent of the Company.
5. Using the Website is possible solely with the help of Information and Communications Technology equipment with functional access to the Internet.
6. To properly use the Website through a web browser the User should have an up-to-date version of one of the following browsers available on the laptop or computer:
 - a. Mozilla Firefox;
 - b. Internet Explorer;
 - c. Safari;
 - d. Google Chrome;
 - e. Opera.
7. Incorrect operation of the Website resulting from using other browsers or the problems resulting from other software installed on the User's computer or other device of the Customer shall not be the reason for the complaint. Potential errors should be reported to the following address: infolinia@braster.eu, or to the address indicated by the distributor.
8. The Customer should use protective software to secure their equipment against undesirable actions from third parties.
9. The Customer shall be obliged to secure the information that enables access to their own Account against access of unauthorized persons.
10. The use of the Website's functionalities may be conditioned on the installation of software of Java or JavaScript type and acceptance of cookies. To use specific Services it may be necessary to install specific applications and to use specific equipment made available by the Company.
11. The rules of using cookies as part of the Website are defined in the Privacy and Cookies policy available [here](#).



12. The Company shall make every effort to ensure the continuous operation of the Website. The Company informs that for the correct operation of the Website it is necessary to conduct, from time to time, repairs, maintenance, inspections, upgrades, changes in the Website or its elements. The Company cautions that at the time of performing the said actions the access to all or some functionalities of the Website may be switched off or limited. The Company shall notify the User about maintenance breaks planned by the Company and their duration through the available means, in particular through notices placed at the address at which the Website operates. The Company shall notify about unplanned maintenance breaks without undue delay.

III. Account

1. The Customers may log into the Website directly from the website [Braster.eu](https://braster.eu) or through the website myaccount.braster.eu operated by the Company as a part of the Website.
2. Browsing the content placed on the Website is possible without opening the Account and without logging into the Account. The Customer may make Orders in the e-Store after logging into their Account. The Customer logged into the Account is also able to assign activation codes to Examination Packages to themselves or to another person (provided that the other person signed up to their Account indicating the same country). The Customer making the Order after logging into the Account receives notifications regarding the Order by e-mail to the provided e-mail address.
3. Opening the Account is voluntary.
4. Only an adult physical person, with full legal capacity to act and professionally related to healthcare (doctor, nurse, obstetrician or a person conducting such activity and employing medical staff) may create an Account.
5. In order to open the Account, it is necessary to:
 - a. fill in the registration form, including entering the activation code received from the Company or distributor and country of medical activity. Once the country of medical activity has been selected it cannot be modified. Activation codes are assigned to countries and it is not possible to use them to activate Services in other countries;
 - b. choose and approve the password (login is the e-mail address indicated by the Customer);
 - c. accept the Terms and Conditions and the Privacy and Cookies Policy.
6. After opening the Account pursuant to paragraph 5 above, an e-mail with an authentication link will be sent to the address given by the Customer during the registration. After clicking on the link the Customer will be redirected to the login page of the Website to log in for the first time using the e-mail address indicated during registration and the password chosen during registration.
7. The Account opened in the Website allows use of the Services after they have been purchased, provided that the User provides additional data in compliance with the applicable legal regulations, in particular the regulations concerning medical documentation, if required to do so by the Company. If the Customer makes a purchase in the e-Store on behalf of another person, that person should create their own account in the Website.
8. The Account is intended solely for the Customer to whom it is assigned. The Customer is obliged to keep the data allowing access to the Account confidential.

IV. Provision of Services

1. The Services are intended for women.
2. It will be possible to use Services only if the User has the Medical Device along with the Application installed on the Mobile Device, purchased an Examination Package and Stationary Equipment or a Mobile Device with a screen large enough to be able to read the Examination results.
3. The User can download the Application via the following online stores:
 - a. App Store – for iOS, available [here](#),
 - b. Google Play – for Android, available [here](#).



4. In order to start using the Services, the User is required to read and accept the Terms and Conditions of the Website, Terms and Conditions of the Application as well as the Privacy and Cookies Policy, available at the website: <https://braster.eu/terms/en>.
5. The Company offers the following Services through the Website:
 - a. Analysis of the thermograms using Braster AI (Automatic Interpretation) and making the results of automatic interpretation available to the User. The rendering of the Service is covered in the Price of the Examination Package;
 - b. Analysis of the thermograms by a certified expert competent in contact thermography cooperating with BRASTER S.A. – these competencies having been verified by the Company (Manual Interpretation) – along with making the results available to the User. This Service is provided by the Company in cases when, in the Company's opinion, an additional interpretation of a thermogram is needed. The Service is provided in accordance with the current offer of the Company. In order to use the Service it is necessary to fill in Patient's data in the Account. The details of providing the service of Manual Interpretation are specified in section X below;
 - c. Internal audit of Services performed in order to ensure high quality of their provision by random verification of the level of performance of the Services. The rendering of this Service is covered in the Price of the Examination Package;
 - d. Internal audit of the quality of thermograms by periodical inspection of the received thermograms in order to confirm their correctness. The rendering of this Service is covered in the Price of the Examination Package;
 - e. Other Services available in the e-Store.
6. Before the particular Services offered by the Company through the Website can be rendered it is necessary to make an Order and pay for the indicated Services.
7. The particular features and terms of rendering as well as the Prices of particular Services rendered by the Company through the Website are included in the descriptions thereof in the e-Store. The Product distributors can apply whatever prices they decide.
8. The User may only use the Services if they have the Medical Device, are signed up to an Account and have an active Examination Package.
9. The use of Services by the User takes place with the use of Mobile Devices, Stationary Equipment with access to the Internet and the Devices.
10. For the purposes of proper provision of Services the Device must be connected to the Mobile Device on which the Application was installed. During the execution of the Examination the User must comply with the instruction manual of the Medical Device.
11. The Company may extend the catalogue and scope of the provided Services.
12. Contraindications for performing an Examination:
 - 12.1. The User shall not perform an Examination if the Patient is undergoing or has undergone breast cancer treatment. This covers all therapy methods, including breast-conserving surgery with the detection of breast cancer, unilateral or bilateral mastectomy, drug treatment (chemotherapy, hormone therapy, biological treatment), or radiotherapy.
 - 12.2. The User shall temporarily not perform an Examination in case of:
 - pregnancy or breastfeeding (up to three months after weaning) due to ongoing changes in breast structure and the impossibility of using the algorithms for the interpretation of thermal images;
 - general infection, with a body temperature of or in excess of 38°C and inflammation of the breasts accompanied by pain, skin redness, and bruising;
 - breast implants, hyaluronic acid injections to the breast, and lipotransfer (up to 12 months following the procedure);
 - breast tumor resection (up to 12 months following the procedure) – applicable only for benign changes (not to breast cancer);
 - fine-needle biopsy of the breast (up to 4 weeks following the procedure); coarse-needle biopsy or Mammotome biopsy (up to 6 months following the procedure).



V. Fees

1. The User may carry out Examinations after purchasing the Examination Package in the e-Store, from Company representatives or from distributors. Examination Packages may be bought by another person and assigned to the User. The purchased Examinations can be limited territorially to the country in which they were purchased.
2. The Service begins to be rendered by the Company to the User pursuant to the Order placed at the moment of confirmation of payment for the Order placed and activation of the Examination Package.

VI. Prices in e-Store

1. The Prices of the individual Products are visible next to their description in the e-Store.
2. The Prices of the individual Products become binding on the Company at the time of making an Order.
3. The Prices include value added tax (VAT) and are provided in Polish zlotys (PLN) if the delivery location is Poland. In the case of deliveries to countries where it is possible to use the Products in the Braster Pro option, the prices are provided in the currency of these countries.
4. The Prices do not include the costs of delivery of the Products to the Customer or other address indicated by the Customer. The costs of delivery are given when making the Order.

VII. Making Orders

1. Orders can be made 24 hours a day, 7 days a week. Only Customers who receive from the Company or distributors a code allowing them to create a Pro account (activation code) are able to make Orders.
2. Orders are made after logging into the Account, by selecting the ordered Products, filling in and sending the Order form and making the payment.
3. In the case of incomplete or inaccurate data, making it impossible to process the Order, the Company may ask the Customer to complement or verify the data.
4. The Company reserves the right to verify the Customer data, in particular erroneous or incomplete data.
5. Making the Order implies that the Customer makes an offer to conclude an agreement for purchasing the specific Product.
6. Immediately after making the Order, the Company will send an order confirmation to the e-mail address provided by the Customer during opening the Account.
7. Pending the acceptance of the Order, the Company reserves the right to refuse to process the Order; in particular, when the Products are out of stock or due to other justified reasons. In such cases, the Company shall inform the Customer about refusing to process the Order by e-mail and promptly, not later than within 14 days, return the Customer the funds paid by them in connection with the Order.
8. Acceptance of the Order by the Company is confirmed by an e-mail message sent by the Company. Upon acceptance of the Order, an agreement is concluded between the Company and the Customer concerning the subject of the Order.
9. The Company is required to deliver the ordered Products free of defects.
10. Customers can buy Products from distributors – entities with which the Company has entered into distribution agreements. Customers in Poland can buy Products in the e-Store or through distributors representing the Company on the Polish market.

VIII. Payment terms

1. Payments for purchases in the e-Store may be made in the case of delivery to Poland:
 - a. by bank transfer, to the bank account: 06 1140 1010 0000 5404 6800 1026;
 - b. through the PayU system – terms and conditions of the PayU service are available at: <https://www.payu.pl/en/regulations>. The PayU system also allows payments made in installments, in accordance with the terms and conditions of the PayU service;



- c. through the PayPal system – terms and conditions of the PayPal service are available at https://www.paypal.com/es/webapps/mpp/ua/legalhub-full?locale.x=en_EN.
2. By accepting these Terms and Conditions the Customer demands an invoice for the ordered Products sent by e-mail instead of a cash register receipt.

IX. Processing the Order

1. The Order is processed as follows:
 - a. In case of the Order paid through the PayU or PayPal system, the Order is processed once the payment status in the PayU or PayPal system is changed into “paid”;
 - b. In case of the Order paid by means of a transfer into the Service Provider’s bank account, the Order is processed after posting an amount due to the Service Provider’s bank account. The customer will be informed about that by e-mail.
2. The Company or Polish distributors deliver the Products in the territory of Poland only. In countries where Products are available through local distributors, deliveries are carried out on terms specified by these distributors.
3. The ordered Products will be sent by the Company immediately, or in the case of the delivery of the Device:
 - a. in Poland no later than within 2 working days after the Company receives confirmation of payment for the Order;
 - b. in countries where Products are available through local distributors, the delivery time is specified by local distributors.
4. The Company delivers the Products through a cooperating courier company. The Examination Packages are delivered by e-mail to the address provided by the Customer in the Account.
5. The current cost of delivery is presented in the e-Store when making the Order. The cost of delivery will be automatically added to the payment when making the Order and is visible to the Customer when making the Order and in its summary.

X. Details of providing the service of Manual Interpretation

1. In the case of some Examination results, the Company may unilaterally decide to qualify the Examination for the service of Manual Interpretation. The Service consists of thermogram verification by a certified specialist competent in contact thermography – and these competencies have been verified by the Company – cooperating with the Company.
2. In order to be able to use the service of Manual Interpretation, the User should enter the personal data of the Patient indicated in the Mobile App or Account whose Examination will be subject to Manual Interpretation. Not entering the Patient’s data will make it impossible for the Company to provide the service of Manual Interpretation. In such situations the Company will also not provide the Examination results obtained during the analysis of thermograms performed by Braster AI (Braster Automatic Interpretation). Therefore, the User will not have any claims against the Company.
3. The result of Manual Interpretation will be made available in the Account within 2 working days. However, the deadline for providing the service of Manual Interpretation may depend on the country where this service is provided.

XI. Blocking the Account

The Customer may block their Account via settings in the Account. In the period in which the Account is blocked, the Customer may not use it for placing Orders, viewing the results of the Examinations or changing the provided data. The User who blocked the Account may not perform the Examinations. The personal data of the Customer shall be stored by the Company in compliance with the applicable law. The Customer may unblock their account by filling in the form when logging into the Account. The Examination Packages bought before the blocking of the Account terminate when their prescribed termination term is due.



XII. Reservations

1. One Account on the Website is intended solely for one Customer.
2. The life span of the matrices used for the Examinations amounts to three years from the date of first use of the Device to carry out an Examination. When this period ends, the matrices should be replaced with new ones.
3. The matrices the User uses during performing the Examinations should be stored in compliance with the user manual provided with the Device.
4. The use of matrices after the expiry of their life span referred to in paragraph 2 or matrices stored without compliance with the conditions described in paragraph 3 may result in defective Examination results.
5. The Services referred to in section IV, point 5 may be correctly rendered by the Company only when the Application is correctly installed on the User's Mobile Device or when the User effectively sends the Examination results to the Braster Telemedical Center.
6. During the Patient's pregnancy and breastfeeding, her Examination results may deviate from the standard due to physiological changes in her body, which may consequently result in defective interpretation of the results. In such cases the Website may block the possibility of conducting the Examination.
7. In the case of the occurrence of factors excluding the possibility of performing the Examination mentioned in section IV, point 12, the Patient's Examination results could deviate from the standard, which could consequently result in defective interpretation of the results. In such case the Website may block the possibility of conducting the Examination. The Application asks detailed questions about the excluding factors during the Examination.

XIII. Newsletter

1. The newsletter subscription service is provided free of charge by the Company to the Customers who give their voluntary consent to obtain such service.
2. In order to subscribe to the newsletter, the Customer orders that service by using the form that may be available on the [Braster.eu](https://braster.eu) website, by entering their first name, last name, e-mail address and then clicking the "Subscribe" button.
3. The Company sends the Customer an e-mail message with a link to confirm the ordering of the newsletter. As soon as the Customer clicks the confirmation link, an agreement for the provision of the newsletter service is concluded between the Company and the Customer for an indefinite term.
4. The Customer may at any time terminate the agreement for the provision of the newsletter service by deactivating the newsletter subscription. Cancellation of the newsletter takes place by clicking the "Unsubscribe" link included in the e-mail message with the newsletter.
5. The consent to receive commercial information by electronic means sent by the Company is voluntary and the Customer may withdraw it at any time.
6. Product distributors may provide newsletter services on terms and conditions specified by themselves.

XIV. Personal data

1. The personal data controller of the Users' and Patients' personal data is BRASTER S.A. with its registered office at Szeligi (05-850, Ożarów Mazowiecki, Poland), ul. Cichy Ogród 7, Poland. The data controller may entrust the processing of the Customers' personal data to another entity pursuant to and in conformity with the laws currently in force.
2. Provision of personal data by the Customer is voluntary, but failure to provide such data will prevent the possibility of creating the Account, placing Orders and using the Website and the Services offered through it. Providing personal data of the Patient is necessary for providing the service of Manual Interpretation.
3. The Customer and Patient have the right to access their data and to correct their personal data.
4. The Customer represents that the provided personal data are true and complete. The Customer is obliged to verify the personal data of Patients with regard to whom the Manual Interpretation service is provided. In the case of changes of personal data or the need to correct them, the Customer shall contact the Company with the request to change their personal data at the e-mail address infolinia@braster.eu. The Customer may also make the changes directly in the Account unless the Customer has blocked the Account. In such cases the Customer shall contact the Company using



the above e-mail address. The Customer is obliged to process the Patients' personal data in accordance with applicable regulations.

5. The rules of processing and protecting the Users' personal data by the Company are defined in detail in the Privacy and Cookies Policy.

XV. Complaint procedure

1. In order to make a complaint it is required to complete and submit to the Company an [online form](#) or a form available [here](#) and send it to the following e-mail address: infolinia@braster.eu. Please complete the white fields in the form (the grey fields will be completed by the Company). The complaint can also be submitted in writing to the following address:

BRASTER S.A.
Stadion Narodowy
Al. Ks. J. Poniatowskiego 1
03-901 Warszawa, Poland

2. The complaint should be accompanied by a copy of the proof of purchase and the Device in its original packaging or another packaging to guarantee its safe transport (if the complaint refers to the Device or its components). Responsibility for damage incurred during the transport due to improper packaging is borne by a person making the complaint.
3. If the data or information provided in the complaint requires complementing, before considering the complaint the Company will ask the person making the complaint to complete that data or information within the specified scope.
4. The Company considers the complaint within 14 days from the date of receiving the complaint containing all the data necessary for its handling referred to in paragraph 3. The response to the complaint will be sent to the e-mail address indicated by the person making the complaint in the complaint form.

XVI. Handling of claims

Any disputes arising on a basis of the Terms and Conditions or sale agreements shall be resolved by the common court of general jurisdiction. Disputes arising between the Company and the Customer shall be referred to the court having jurisdiction over the registered office of the Company.

XVII. Final provisions

1. The Company shall give a 24-month warranty for the Device.
2. The Terms and Conditions are provided free of charge on the Braster.eu website in a form enabling its downloading, saving and printing.
3. The Company shall have the right to change these Terms and Conditions. In case of introducing changes to the Terms and Conditions, the Company shall inform the Customers about this by way of notice included on the Website at Braster.eu, a message sent to the e-mail addresses of the Customers, or in any other customary manner at least 14 days before the planned entering of changes into force.
4. The Customer who does not agree to the amendments to the Terms and Conditions, may terminate the agreement by submitting an appropriate statement to the Company in writing to the address: BRASTER S.A., Terms and Conditions, Stadion Narodowy, Al. Ks. J. Poniatowskiego 1, 03-901 Warsaw, Poland or by e-mail to: infolinia@braster.eu before the effective date of the amendments to the Terms and Conditions. The lack of submitting by the Customer of the above statement within the specified time limit shall mean the acceptance of the new Terms and Conditions. The change in the Terms and Conditions shall not affect the Orders made before this change which are processed according to the existing rules.



5. The improvement in the Medical Device's parameters (in particular, its sensitivity and specificity) does not constitute any amendment to these Terms and Conditions and is not a basis for the Customer to terminate the agreement with the Company.
6. These Terms and Conditions shall enter into force on the day of their publication on the Website. Amendments to the Terms and Conditions shall enter into force as specified in paragraphs 3 and 4.