

# Terms and Conditions of the "Comparative Analysis" service

These Terms and Conditions constitute a legal basis for the functioning and using by the User of the "Comparative Analysis" service provided through the <u>Braster.eu</u> website.

To the extent not covered by the provisions of the Terms and Conditions, Terms and Conditions of the <u>Braster.eu</u> website and Terms and Conditions of the "Braster Care" Mobile Application shall apply.

# I. Definitions

**Account** – set of data included as part of the Website assigned to a specific User where information about the User is stored.

**Application** – "Braster Care" Mobile Application dedicated for the mobile devices and used to conduct breast thermographic examinations and to send their results to the Braster Telemedical Center for the purposes of providing Services to the Users by the Service Provider.

Automatic Interpretation – automatic interpretation of thermograms using the Braster AI Software.

**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 ThermaALG observational study (sample of 255 persons) and achieved the parameters of 74.1% of sensitivity and 76.7% specificity.

**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.

Comparative Analysis – service set out in point III of the Terms and Conditions.

**Device** – BRASTER DEVICE used to conduct breast thermographic examinations executed with the use of the Application.

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

**Medical Device** – the "Braster In-home 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 for the Users by the Company.

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

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

Terms and Conditions – these Terms and Conditions.

**User** – user of the Website that has the Account for the purposes of using Services provided as part of the Website. **Website** – website <u>Braster.eu</u> operated by the Company.

## **II.** General provisions

- 1. The Company is a healthcare entity registered in the register book of healthcare entities by the Voivode of the Mazowieckie Voivodeship under the number 000000179072.
- 2. The Comparative Analysis services are available through the Website only.
- 3. The Company provides the Comparative Analysis service as an additional service to the Automatic Interpretation service without incurring additional costs by the User.

## **III.** Principles of providing the Comparative Analysis service

1. The service involves examining the trend of changes in breast asymmetry over time. Each Examination shall designate the level of asymmetry between the left and right breast (difference in color, size of the essential structure, area of

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the largest structure, number of structures). The emergence of a stable upward trend in any indicator may attest to the development of the structures. The literature studies suggest that a developing cancer generates more heat, as cancer cells have a higher metabolism, and in subsequent periods their number increases and such structures grow bigger. The standard single Examination calculates the level of asymmetry at the specific moment. Comparative Analysis works on a series of Examinations and when the level of asymmetry is growing, it may be due to the potentially pathological structures. The results of Comparative Analysis should be considered as an additional indicator of risk, which should be examined deeper in the further diagnosis. Comparative Analysis algorithms have only been tested on images created on behalf of the Company using a special tool to simulate thermograms. In the simulations, one can notice a tendency to the earlier diagnosis of potentially pathological lesions, however, the Company does not guarantee any specific values of sensitivity or specificity.

- 2. The result of Comparative Analysis is presented in a document received by the User together with the result of the Automatic Interpretation service. Should the User not give her consent to be provided the Comparative Analysis service, the part of the report on Comparative Analysis should be ignored.
- 3. The first result of Comparative Analysis may be generated after collecting six (6) properly conducted Examinations at intervals recommended for the Automatic Interpretation service. In case of incorrectly performed Examinations, they will be excluded from the Comparative Analysis by the qualified staff of the Service Provider.
- 4. Before starting to use the Comparative Analysis services, the User is obliged to become familiar with these Terms and Conditions and the Terms and Conditions of the Website. These Terms and Conditions are available free of charge at the address <u>www.braster.eu/en/terms-and-conditions</u> in a form enabling their downloading, saving and printing.
- 5. Should the qualified personnel of the Company have any doubt as to the Comparative Analysis result, they recommend the User to act according to the standard diagnostic procedure.
- 6. Comparative Analysis does not substitute for a direct visit to the physician's office and is not any diagnosis. Only direct contact between the User and the physician and personal examination of the User by the physician allow to make diagnosis, start treatment or take up other health-related activities.
- 7. The Comparative Analysis services can be used by the Users only.
- 8. The Comparative Analysis results will be available together with the Automatic Interpretation results only when the User logs into her Account. The results will be stored in accordance with the applicable rules on medical records. The results will not be available to any unauthorized third parties.

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