

General Conditions Incision

These General Conditions govern your access to and use of the Services, and any video, sound, text, graphics, or other materials sent, received, stored or otherwise appearing in the Service. By accessing or using any part of the Services, including the Incision Academy application (app), the User agrees to be bound by these General Conditions. If the User does not agree to all the General Conditions, then the User may not access the website or use any services.

Article 1. Definitions

The expressions, words and General Conditions used in the general conditions shall have the meaning as defined hereunder, in the absence of explicit statement to the contrary.

1. “General Conditions” means these General Conditions, including additional terms and policies referenced herein and/or available by hyperlink.
2. “Incision”, means Incision Group B.V., a Dutch company with offices at Mauritskade 63 (room BD-1), 1092 AD Amsterdam, The Netherlands, Dutch Chamber of Commerce number 62060821, including any affiliates, suppliers, partners and other third parties Incision may engage or otherwise cooperate with in connection with the Service.
3. “Intellectual Property” means the intellectual property owned by Incision, which also means any patent application or issued patent, any trademark application or granted trademark, any trademark or service mark rights implied by law, or any registered design, registered drawing or model right, trade and business names (including internet domain names and email address names), any copyright, rights in or to software, rights in or to algorithms, rights in or to databases, or any other intellectual property right regarding.
4. “Licensed Material”: any content owned and provided by Incision to User included in the Service, and to which the User wants to have access by means of a subscription;
5. “Order Form”: Incision's order form or any document detailing Users acceptance of the General Conditions.
6. “User” or “Users” are the natural persons who use the Incision Services.
7. “Renewal Fee”: the fee to be paid annually prior to the renewal date.
8. “Services” means any service of the Incision application and website involved in the Incision Academy, which is an online, cloud-based and also off-line learning environment on any device. It consists of but is not limited to descriptions of surgical procedures as is presented in 2D and 3D videos, training programs, a 3D viewer and learning environment as well as any other explanations, guidance or technological support offered in connection with the purpose of improving surgical knowledge and education.

Article 2: License and access to service

1. Incision hereby grants to User a non-exclusive, non-transferable license to use the Licensed Material, in accordance with these General Conditions.
2. If the Licensed Material is supplied on a trial-basis for evaluation purposes, User may use the Licensed Material for evaluation during the period agreed, in accordance with

these General Conditions. However, Users of the free trial license acknowledge that not all functionalities of the Services are available for them.

3. This agreement and the applicable General Conditions shall remain in force for a term of 12 months after signing the agreement, or any other longer period as agreed with Incision and accepted by User.
4. In order to use specific features of the Service, the User will need to register with Incision by providing certain personal data. The User will then be issued with a unique user name and a unique password (or any other means of personal identification), which the User shall only use or allow to be used for the permitted use of the service. The User shall keep the identification information confidential and not disclose, disseminate or pass it on to employees, partners, group companies, branch offices, business relations or others for use from other locations than the Site or by other than the permitted users.
5. Incision has the right to replace or block User's unique user name and/or password (or any other means of personal identification) immediately and without prior notice if and when illegal access to the Licensed Material through this user name has been ascertained, or when there are reasonable grounds to suspect that such illegal access will occur or has occurred through this user name. Incision has the right to limit access to a restricted range or specific IP addresses or to block a range of or specific IP addresses, either in conjunction with User's user name or regardless of the user name.

Article 3: Orders and Acceptance

1. The General Conditions are applicable to all offers, quotations between the User and or its institution and Incision, in so far as Incision has not made any specific written agreements or statements to the contrary.
2. The services provided by Incision are for professional medical use only, and to be used by students and professionals in medical (surgical) disciplines.
3. Alternations or departures from these General Conditions are valid only if specifically agreed in writing by Incision.
4. In case where one or more of the provisions of these General Conditions or of the accompanying contract are invalid, rescinded or set aside, the remaining provisions of these general General Conditions and the contract shall remain applicable in full. Any clause in replacement of the invalid provisions should be determined or interpreted as closely as possible for the purpose and the tenor of the original provisions.
5. A User accepts these General Conditions by sending an order form to Incision with a request to accept the order form.
6. Incision reserves the right to refuse any order that a User places on its site. Incision may, in its sole discretion, limit or cancel quantities purchased per person, per institution, per company or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that Incision makes a change to or cancels an order, Incision may attempt to notify the User by contacting the email and/or billing address/phone number provided at the time the order was made. Incision reserves the right to limit or prohibit orders that, in her sole judgment, appear to be placed by a company or person that is not the end-User or institution.
7. By adding any additional condition or by rejecting any condition of Incision, the User expressly rejects the service provided by Incision, and consequently no agreement shall be made with Incision. An order with different conditions does not oblige Incision to perform the order or any part of it.

Article 4: Incision's obligations

1. Incision shall ensure that the User is provided in full and in good time with all information, as well as amendments hereto, to enable the User the use of the service. If such information is not issued to the User on time or in full or the content cannot be accessed, the User is free to contact Incision for detailed explanations and information via: info@incision.care.
2. In case of errors, inaccuracies or omissions, Incision will try its best to correct, update, amend or clarify that information available in the service or any related website. Incision cannot be held liable for losses of any nature whatsoever caused by the User's use of incorrect and/or incomplete information provided in this site.
3. User shall use the Licensed Material and shall take all reasonable steps to ensure that its authorized users, employees and partners shall use the Licensed Material as specified in the License Agreement regarding number of users, sites, and locations and User shall not allow or authorize the Licensed Material to be used for the purpose of operating a bureau or any similar service or any online service whatsoever. User will not engage in any form of commercial venture with the Licensed Material.
4. User shall not erase, remove, deface or cover any trademark, trade names, numbers, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer or other statement used on any media containing the Licensed Material or used in relation to it, nor shall User authorize another person to do so.
5. User shall promptly inform Incision if User becomes aware of:
 - a. any unauthorized use of the Licensed Material
 - b. any actual, threatened, or suspected infringement of any intellectual property right of Incision in the Licensed Material, and
 - c. any claim by any third party that the Licensed Material infringes the intellectual property or other rights of any other person.
6. User shall at the request and expense of Incision do all such things as may be reasonably required to assist Incision in taking or resisting proceedings in relation to any infringement or claim referred to in this clause and in maintaining the validity and enforceability of the intellectual property of Incision in the Licensed Material.
7. Except insofar as permitted by law, User shall not modify, reverse assemble, decompile or reverse engineer the Licensed Material or any part thereof, or permit any third party to do so.
8. User shall not, except to the extent necessary to exercise the rights granted under this Agreement:
 - a. make any alterations, additions or amendments to the Licensed Material;
 - b. combine the whole or any part of the Licensed Material with any other software, data or material
 - c. create derivative works from the whole or any part of the Licensed Material.

Article 5: User obligations

1. The User may not use any information or services made available by Incision for the purpose of: 1) harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating any one based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; 2) submitting

false or misleading information; 3) uploading or transmitting viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the Internet; 4) collecting or tracking the personal information of others; 5) interfering with or circumvent the security features of the service or any related website, 6) committing any other illegal or immoral acts.

Article 6: Fees and Payment obligations

1. User undertakes to pay Incision the licence fee within 30 days of receipt of the invoice and the Renewal Fee prior to each renewal date, increased with VAT where applicable.
2. Incision reserves the right to change the Renewal Fee subject to 30 days prior notice.
3. If payment of the Licence Fee has not been received by Incision within 30 days of the invoice date, User will be in default without any further notice being required. If any amount owing by User to Incision under this Agreement is 30 or more days overdue, Incision may, without limitation of any other rights and remedies, suspend Users access to the Services until such amounts are paid in full. Suspension of online services will be notified at least 10 days in advance.
4. Incision's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively referred to as "Taxes").
5. User is responsible for paying all taxes associated with the purchase of the Service. If Incision has the legal obligation to pay or collect taxes for which User is responsible under this clause, Incision will invoice User and User will pay the relevant amount unless User has provided a valid tax exemption certificate authorized by the appropriate taxing authority.

Article 7: Termination

1. Any party to this Agreement may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
2. In no event will termination of this Agreement in accordance with these General Conditions relieve User's obligation to pay any fees payable for the period prior to the effective date of termination.

Article 8: Inspections and complaints

1. Complaints carried out must be lodged in writing by the User to Incision within 7 days of establishing the defect. The notice of default should contain a description of the failure to perform in as much detail as possible so that Incision is able to put forward an adequate response.

2. If a complaint is well-founded, Incision is authorised to decide at her own discretion whether to amend the invoice, redeliver the relevant product or service or reimburse a proportion of the price already paid without continuing to implement the agreement.
3. If the User fails to lodge a claim within the period provided for in clause 1 of this article, all of his rights and claims of any nature regarding the subject of the complaint made or which could have been made during that period shall be null and void.

Article 9: Liability

1. Incision shall not be liable for any loss of whatsoever kind or for any indirect or consequential loss whatsoever, howsoever suffered by User or for any liability of User to any third party in connection with the Licensed Material (whether or not caused by the negligence of Incision).
2. The aggregate maximum liability of Incision in respect of any direct or other loss (to the extent that such loss is not excluded by this Agreement or otherwise) whether such a claim arises in contract, tort or delict shall not exceed a sum equal to that paid as the last annual License Fee for the Licensed Material.
3. Incision shall not be liable for the use of the Licensed Material by User, its agents and employees and User shall keep Incision fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use

Article 10: Intellectual property

1. Notwithstanding the other provisions of these general General Conditions, Incision reserves all the intellectual property rights and other rights enjoyed by Incision under the Netherlands law.
2. The User undertakes that the User shall not at any time apply for any registration of any copyright, trademark, patent or other designation which could affect the ownership of the property and /or the trademarks related to the Intellectual Property, nor file any document with any governmental authority to take any action which would affect the ownership of the Intellectual Property belonging to Incision.
3. All reports, recommendations, contracts, designs, sketches, drawings, software, etc., issued by the User according to art. 5.4. are exclusively designated for Incision's use and Incision may, without the prior permission of the User, reproduce them, publicise them or communicate them to third-parties unless otherwise determined by the nature of the documents issued.
4. The User may, at Incision's request or without a request, send Incision certain specific submissions (for example contest entries or filmclips), whether online, by email, by post mail, or otherwise. Incision, shall, at its sole discretion, determine to publish, edit, distribute, translate, remove, delete or monitor such submissions.

Article 11: Personal Data and Information

1. Incision will, while providing the Service, process Personal Data. Incision complies with the General Data Processing Regulation ("GDPR"), and acts, subject to the GDPR, both as Data Processor and Data Controller. All personal data processed by Incision is subject to [Incision's Privacy Statement](#).

2. Incision shall not, without the prior written consent of the Subscriber, transfer any personal information of any Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.
3. If Incision is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction; or if Incision discloses information that is already known to Incision or that is in or comes into the public domain other than by providing its service; Incision is not obliged to pay compensation for damages or other compensation and the User is not entitled to dissolve the contract on the ground of any losses thus caused.
4. Incision may need to send you information about the Service, such as important service announcements and administrative messages, by SMS, e-mail or other means of electronic communication, by posting a notice on the Website, or through any other relevant communication channels.
5. Incision may offer to send you promotional information by SMS, e-mail or other means of electronic communication. You may choose to opt in to receiving such communication and can manage your consents in the Settings page on <https://www.incision.care/my-account/edit-account/> .

Article 12: Applicable law and Forum

1. All legal relationships between the Incision and the User to which these general conditions apply shall be solely governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG or the Vienna Convention) is expressly excluded.
2. In the absence of mandatory rules of law to the contrary, the court in Incision's place of establishment (Amsterdam) has exclusive competent jurisdiction.

Article 13: Additional

1. These terms of service will be presented in different languages. In case of any inconsistency, the English version shall prevail.