

TERMS OF SERVICE OF AETHER DIGITAL PLATFORM

1. PURPOSE OF THE TERMS OF SERVICE

- 1.1. These Terms set forth the conditions for the use of online web platform - Aether Digital Platform (ADP) <https://panel.aetherdigitalplatform.com/login> (the "**Platform**") which is a property of **Aether Biomedical sp. z o.o.**, as well as the rights and obligations of the Users of the Platform.
- 1.2. The Platform is a tool for Aether Biomedical's partners and clinicians to support end-users of Product (patients) in operating, setting, servicing and using of the Product.
- 1.3. The use of functionalities available in the Platform is possible after creating the User or Partner's User Account and logging in to the Platform.
- 1.4. Using the Platform is only possible on condition that the User accepts these Terms.
- 1.5. The use of the Platform is considered as acceptance of these Terms.
- 1.6. The provisions contained in these Terms constitute regulations for the provision of services by electronic means within the meaning of Article 8(1)(1) of the Act of 18 July 2002 on electronic services by Aether Biomedical.

2. DEFINITIONS

- 2.1. For the purposes of these Terms, the following capitalized terms shall be defined as follows.
 - (a) **Aether Biomedical** - Aether Biomedical spółka z ograniczoną odpowiedzialnością with its registered seat in Poznań, at ul. Mostowa 11, 61-854 Poznań, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000755184, REGON 381661137, NIP 7831791083.
 - (b) **Agreement** - has the meaning given in section 6.1.
 - (c) **Civil Code** - the Polish Act of 23 April 1964 – the Civil Code.
 - (d) **Consumer** - a natural person performing a legal action with an entrepreneur that is not directly related to its economic or professional activity.
 - (e) **Input Data** - the input data uploaded by the User to the Platform, including but not limited to data regarding end-users (patients) of the Products, Products, Partner's Users etc.
 - (f) **Login** – individual and unique e-mail address that is your unique identifier when using the Platform.
 - (g) **Partner** - means a business partner of Aether Biomedical, being inter alia a clinician, medical centre, distributor, reseller, or other healthcare professional (as the case may be) for which Aether Biomedical can create an account, enabling the use of the Platform.
 - (h) **Partner's User** - means a user of the Platform other than Partner, User or Aether Biomedical, whose account was created by the Partner under the Terms of Service.
 - (i) **User** - means a user of the Platform, other than Partner or Aether Biomedical, which creates an individual account within the Aether Digital Platform under the Terms of Service.

- (j) **Password** - the User's password, used in conjunction with the Login, to gain access to the Platform, specified by the User and assigned to the User. The password can be changed in the User Account.
- (k) **Privacy Policy** - the privacy policy of Aether Biomedical available at <https://www.aetherbiomedical.com/web-app-privacy-policy>, which explains how Aether Biomedical collects and process personal data. Privacy Policy, together with these Terms, govern the use of the Platform and is incorporated herein by reference.
- (l) **Product** - Aether Biomedical's product named "Zeus" bionic hand prosthesis.
- (m) **Service(s)** - access to and use of the Platform under these Terms, and access to and use of the services and functionalities available in the Platform, including but not limited to Product configurator, Product/patient management system.
- (n) **Terms** - these Terms of Service of Aether Digital Platform.
- (o) **User Account** - an individual User's or Partner's User account that enables to use the Platform.

3. GENERAL RULES ON THE USE OF THE PLATFORM

- 3.1. In order to use the Platform, the User or Partner's User must accept these Terms. Additionally, with respect to the Partner, in the case of data entrustment by the Partner, in order to use the Platform the Partner must accept and conclude with Aether Biomedical the Data Processing Agreement (DPA) <https://www.aetherbiomedical.com/data-processing>.
- 3.2. The access to the User Account and Services offered on the Platform is granted only to the Users or Partner's Users who have registered the User Account in a manner indicated in the Terms.
- 3.3. Aether Biomedical reserves the right to limit the access to certain Services offered through the Platform to Users or Partner's Users who do not meet a condition specified by Aether Biomedical.
- 3.4. In using the Platform, User or Partner's User must comply with these Terms, all applicable laws, as well as the Privacy Policy, and any other documentation, guidelines, or policies that Aether Biomedical makes available to User or Partner's User.

4. TECHNICAL REQUIREMENTS

- 4.1. The use of the Platform is possible using any device with access to the Internet and a web browser, the type and version of which are compatible with the web browsers for which the Platform has been adapted.
- 4.2. The User or Partner's User is required to provide the above-mentioned device with access to the Internet and the appropriate version of the web browser.
- 4.3. The Service has been adapted to work properly in the following browsers: Microsoft Edge version 119 or higher, Chrome version 119 or higher.
- 4.4. Aether Biomedical assumes no responsibility for any malfunction in the transmission of or access to data outside of Aether Biomedical's control (e.g. due to maintenance times or in case of malfunctions attributable to the provider of storage capacity, the internet provider, the network provider, etc.).
- 4.5. The Platform is not intended for patients, using Products.

5. CREATING AN ACCOUNT

Partner's User Account

- 5.1. In case the Partner's account was created by Aether Biomedical, Partner has the ability to create Partner's User accounts and manage these accounts.
- 5.2. After completing the registration through the registration form, Aether Biomedical will send the Partner, to the e-mail address provided by the Partner, a return e-mail with information confirming the assignment of an individual Partner's User Account and instructions on how to activate it.
- 5.3. In these case Partner has the status of an administrative User Account (*Clinic Admin*) with the highest level of privileges and the ability to create User Accounts for the Partner's User(s).
- 5.4. After creating the User Account, the Partner's User shall be responsible for any breach of this Terms

User Account of the User

- 5.5. In the case of Users, they can create User Accounts on their own, which will be activated after indicating data in the form and confirming account registration.

6. AGREEMENT FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS

- 6.1. From the moment of completing the registration and verification process pursuant to section 5.1 - 5.5, the Partner or User is bound with Aether Biomedical by an agreement for the provision of services by electronic means, pursuant to which Aether Biomedical grants the Partner the right to online use of the Platform (via Internet) by the Partner and its Partner's Users (the "**Agreement**"). The Agreement with the respective Partner or User is concluded for an indefinite period of time, unless otherwise agreed by Aether Biomedical with a given Partner.
- 6.2. The use of the Platform is free of charge for an indefinite period of time only if the following conditions are fulfilled: (1) Partner or User maintain business relationship with Aether Biomedical as a clinician, medical center, distributor, reseller, or other healthcare professional (as the case may be), (2) there is no breach of these Terms by the Partner and/or by any of the Partner's Users or User. Aether Biomedical, by amending these Terms in accordance with section 18.2, is entitled at any time to introduce fees for the use of the Platform or particular features of the Platform.
- 6.3. Aether Biomedical is entitled to verify the fulfilment of the abovementioned conditions by the Partner's User or User. Aether Biomedical may block the User and suspend the access to the Platform and/or to the Service(s) for such Partner's User or User, if Aether Biomedical has reasonable grounds to believe that any condition indicated in section 6.2 has not been fulfilled or is no longer fulfilled by the User, Partner and/or by the Partner's User. Aether Biomedical will notify the Partner or User about such determination and blocking the User Account(s).

7. DATA STORAGE

- 7.1. The storage of Users or Partner's Users data is a prerequisite for the use of the Platform. The Partner/User hereby grants to Aether Biomedical the perpetual, non-exclusive right, unrestricted as to place and content, to such data (including the right to modify and reproduce them), to (a) enable Aether Biomedical to provide the Services and access to the Platform, (b) analyze and enhance the services provided and (c) develop further services. In the event that personal data are processed, the provisions of section 12 additionally apply.
- 7.2. To the extent the Partner or User has to enter or transmit specific parameters to Aether Biomedical in order to use the Platform (e.g. to initiate actions if these parameters are

not met or exceeded), the Partner or User shall be responsible for ensuring that such parameters are (a) accurate and (b) suitable for the intended purpose.

8. RIGHTS AND OBLIGATIONS OF USERS

- 8.1. The User or Partner's User is obliged to keep the log-in data provided by Aether Biomedical confidential from unauthorized third parties and to keep it secure from access by unauthorized third parties, thus making it impossible for third parties to abuse the data in order to gain access. The personal Password must be changed in regular intervals. As soon as the User has any indication that a third party may have gained unauthorized access to, or may have misused, the user and access rights, the User or Partner's User is obliged to inform Aether Biomedical thereof without delay via complaints@aetherbiomedical.com.
- 8.2. The User or Partner's User must not use improperly, or allow any improper use, of the Platform; in particular, the User or Partner's User must not transmit any illegal content. The User or Partner's User shall refrain from any attempt, including through unauthorized third parties, of unauthorized retrieval of information or data or from interfering with software run by Aether Biomedical or from intruding into data networks of Aether Biomedical without authorization.
- 8.3. User or Partner's User is responsible for making sure that is fully authorized to use the Input Data and upload it to the Platform, and that the Input Data submitted by the User or Partner's User to the Platform do not contain any information protected by the confidentiality obligations, including trade secrets of third parties.
- 8.4. In particular the User or Partner's User may not:
 - (a) use the Platform and/or Service in a way that infringes, misappropriates or violates any third party rights;
 - (b) modify, copy, sublicense, lease, sell, or distribute the Platform, in whole or in part, or use it in a manner other than that specified by these Terms, without the written consent of Aether Biomedical;
 - (c) attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of the Platform, including models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law);
 - (d) interfere with or disrupt the Platform.
 - (e) use the Platform and/or Service to develop products and/or services that compete with the Platform.
- 8.5. The User or Partner's User may, at any time and without giving any reason, stop using the Platform. Discontinuation of use of the Service does not automatically delete the User's Account.
- 8.6. **INDEMNIFICATION.** Partner and User each individually as part of their activities, agrees to indemnify Aether Biomedical for any foreseeable direct loss, damage and reasonable costs (including reasonable attorney's fees and costs) incurred by Aether Biomedical in connection with: (1) any breach by such Partner and/or Partner's User or User of any of the provisions of these Terms (including any additional terms and conditions of Aether Biomedical incorporated herein); (2) anything published or otherwise made available by such Partner and/or Partner's User or User, including entered in the Platform; (3) any activity in which such Partner and/or Partner's User or User engages in or through the Platform and/or Service; and (4) any violation of any law or the rights of a third party by such Partner and/or Partner's User or User.

9. RIGHTS AND OBLIGATIONS OF AETHER BIOMEDICAL

- 9.1. Aether Biomedical shall not be liable for the consequences of disclosure by the User or Partner's User of the Input Data to third parties.
- 9.2. Aether Biomedical shall not be liable for any malfunction in the transmission of or access to the Platform and/or improper performance of Service due to:
 - (a) failure of User or Partner's User to fulfil the technical requirements necessary to use the Platform, as referred to in section 3 above;
 - (b) action of third parties;
 - (c) circumstances beyond Aether Biomedical's control.
- 9.3. Aether Biomedical shall have the right to temporarily suspend the access to the Platform and/or the provision of Service preserving the data on the server.
- 9.4. Aether Biomedical shall not be responsible for any incorrect operation of the Platform if it results from improper use of the Platform by the User or Partner's User. Aether Biomedical shall have the right to suspend or limit the access to the Platform and/or to the Service(s) to a particular User or Partner's User if such User or Partner's User uses the Platform in a manner inconsistent with these Terms.
- 9.5. User and Partners agrees and accepts that Aether Biomedical has no responsibility to review any Input Data and that Aether Biomedical is not required to exercise any control or judgement of such Input Data submitted by the User, Partner's User or Partner to the Platform.
- 9.6. Aether Biomedical may use the Input Data to provide, maintain, develop, and improve the Service, in particular to comply with applicable law, enforce Aether Biomedical's terms and policies, and keep the Service safe.
- 9.7. The available Platform features may include services and performance of third parties ("**External Providers**") which Aether Biomedical solely provides access or establishes contact to. The use of such services – which are marked as performances or services of third parties – shall be governed with precedence by the special contractual terms of the respective External Provider, which Aether Biomedical and/or the External Provider will point out to the User or Partner's User.
- 9.8. Aether Biomedical provides during its usual business hours a technical support hotline that can be reached by e-mail or phone. The hotline solely serves to provide support to the Users, Partners or Partner's User regarding the use of the performance owed by Aether Biomedical under these Terms. Users requests to the hotline are processed in the order of their receipt.
- 9.9. Aether Biomedical shall have no obligation to offer support services to User(s), and nothing contained herein shall be interpreted so as to require Aether Biomedical to provide any developer support, maintenance, installation services, debugging, consultation, technical support or end-user support of any kind.

10. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1. Aether Biomedical will not be liable under any circumstances for indirect, incidental, consequential, special, or exemplary damages, including damages for loss of profits, goodwill, use, or data or other losses, even if Aether Biomedical has been advised of the possibility of such damages. The maximum aggregate liability of Aether Biomedical under these Terms and under the Agreement, including damage caused to the Partner, User or Partner's User in connection with the use of the Platform, will not exceed one hundred

US dollars (\$100). The limitations in this section apply only to the maximum extent permitted by applicable law.

- 10.2. Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms set forth in section 10.1 above may not apply to the User, and User may have additional rights. In that case, these Terms only limit the User's responsibilities to the maximum extent permissible in its country of residence.
- 10.3. The Platform and Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law and subject to any non-exclusive rights and remedies the User may have under applicable law, Aether Biomedical, its licensors, and suppliers expressly disclaim all warranties of any kind, express or implied, including but not limited to warranties of merchantability, for a particular purpose or non-infringement. Aether Biomedical does not warrant that Partners, User's or Partner's User use of the Platform and/or the Service will be uninterrupted or error-free, does not warrant that it will verify the User's Input Data for accuracy and/or legality, or that it will retain or maintain Input Data or other User's data without loss. Users acknowledge that use of the Service involves transmission of Partner, Partner's User or User data over networks that Aether Biomedical does not own, operate, or control, and that Aether Biomedical is not responsible for any user data lost, altered, intercepted, or stored over such networks. Aether Biomedical shall not be responsible for delays, interruptions, service failures or other problems associated with the use of the Internet and electronic communications or other systems beyond its reasonable control.
- 10.4. Aether Biomedical is not liable in any way for any infringement of third-party rights or for any damage to third parties being a result of or connected with any activities you carry out using the data collected by the Users or Partner's User in connection with the Platform and/or Services provided.
- 10.5. The User or Partner's User may upload and submit the Input Data to the Platform. The User or Partner is solely liable for such Input Data. In particular, the User or Partner represents and warrants that with respect to any Input Data that the User uploads to the Platform, (1) the User owns such Input Data or has all rights, licenses and permissions needed to provide the Input Data to the Platform, (2) such Input Data or Aether Biomedical's use of such Input Data pursuant to section 9.7 do not violate these Terms, any applicable law, confidentiality obligations regarding trade secrets and/or confidential information, intellectual property rights, or other rights of any third party.
- 10.6. Aether Biomedical shall be relieved from any performance obligation to the extent the non-performance is due to the occurrence of force majeure events after Agreement conclusion.
- 10.7. Except as specifically provided in these Terms and to the maximum extent permitted by law the foregoing warranties define in full the extent of Aether Biomedical's liability.

11. TERM AND TERMINATION

- 11.1. Unless explicitly stated otherwise, these Terms for the use of the Platform run for an indefinite period of time.
- 11.2. The Partner or User may terminate the Agreement at any time by permanently stopping use of the Platform. Termination of the Agreement by the Partner shall be effective towards all of its Partner's Users.
- 11.3. The Agreement may be terminated by Aether Biomedical with immediate effect in any of the following events:

- (a) the Partner and/or any of its Partner's Users or User breaches any provision of these Terms;
 - (b) the Partner or User has permanently stopped using of the Platform.
- 11.4. Termination of the Agreement by Aether Biomedical towards the respective Partner shall be effective towards all Partner's Users of such Partner.
- 11.5. Upon termination of the Agreement with the respective Partner such Partner and its Partner's Users shall stop to use the Platform and the Services.
- 11.6. Aether Biomedical reserves the right to stop offering and/or supporting the Platform and/or the Service(s) at any time permanently and not because of any breach by the User, subject to prior reasonable notification (by posting a note on the Platform or via email). In this case the Agreements with the Partners and the right to use the Platform and the Services will be automatically terminated. In such event, Aether Biomedical will not have any future obligations or liabilities to the Users (this does not affect any pre-existing obligations or liabilities).

12. PERSONAL DATA PROTECTION

- 12.1. Aether Biomedical processes the personal data of the Partners and Users in accordance with the applicable law, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the provisions of the Personal Data Protection Act of 10 May 2018 (consolidated text of Journal of Laws of 2019, item 1781 as amended) and the Act of 18 July 2002 on Providing Services by Electronic Means (consolidated text of Journal of Laws of 2020, item 344 as amended).
- 12.2. In issues related to the processing of personal data, please contact Aether Biomedical by email at: complaints@aetherbiomedical.com or in writing to: Aether Biomedical sp. z o.o., ul. Mostowa 11, 61-854 Poznań, Poland.
- 12.3. Aether Biomedical processes personal data under the terms and conditions specified in the Privacy Policy.
- 12.4. Aether Biomedical is a controller of Partner's and Users personal data, excluding Partner's Users.
- 12.5. With respect to personal data of other physical persons processed in the Platform (inter alia personal data of the Partner's Users whose User Account was created by Partner, patients (end users of the Products) the respective Partner who is a main user of the Platform is a data controller of such personal data. In such cases Aether Biomedical provides the Partner with an access to the Platform (as a SaaS provider), and the Partner decides on the purposes of personal data processing and Aether Biomedical acts as a data processor and follows the instructions of the Partner. Thus, the rules on such data processing are determined by the respective Partner and governed by Partner's privacy policy and related documents.

13. CLAIMS

- 13.1. Users, Partners or Partner's User are entitled to make a claim in matters relating to the Service.
- 13.2. The claim should be submitted by email to the address complaints@aetherbiomedical.com or to another dedicated address generated by Aether Biomedical and agreed in writing, or to the registered address of Aether Biomedical.

- 13.3. Aether Biomedical recommends providing in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the irregularity; (2) the expectations of the User; and (3) the contact details of the complainant - this will facilitate and expedite the processing of the complaint by Aether Biomedical. The requirements specified in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
- 13.4. Aether Biomedical shall make every effort to respond to the claim without undue delay, but no later than within 14 (fourteen) days from the date of receiving the claim containing all the information necessary for its resolution.

14. RIGHT AND LICENSE TO USE. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 14.1. For the term of the Agreement, Aether Biomedical grants to the Partner and Users a limited, a worldwide, free, non-exclusive, non-transferrable and non-sublicensable right to use Platform for the Partner's or User business purposes. The above license also applies to all new versions, updates or upgrades of the Platform provided by Aether Biomedical during the Agreement term, if any.
- 14.2. Partner's Users may use the Platform within authorization of the respective Partner and within the license granted to the Partner under section 14.1.
- 14.3. Use of the Platform does not imply that the User, Partner or Partner's User acquires any rights, including ownership of any copyrights to the Platform, except for the license granted herein pursuant to section 14.1.
- 14.4. The User, Partner or Partner's User are not entitled to use, copy or download the Platform (or its part) or any data other than its own data for any purposes other than those of the Agreement, or to make Platform available for use free of charge or against payment to third parties or to persons outside the agreed group of Users. In particular, the User, Partner or Partner's User are not entitled to process, modify, reverse engineer, decompile, disassemble the program code of Platform or parts thereof or to determine the source code in any other way, nor to create derivative works from Platform.
- 14.5. In each individual case the Partner User or Partner's User allows the use of Platform to third parties, the Partner or User shall be obliged to pay damages in the amount of the remuneration that would have been due for a single user if a contract had been concluded, unless the third-party use is not attributable to the Partner. The Partner shall be free to prove that no damage was incurred or that the incurred damage was substantially lower. All further rights of Aether Biomedical shall remain unaffected by the foregoing provision.

15. NOTIFICATION RESPONSE PROCEDURES

- 15.1. Aether Biomedical shall have the right to intervene in the development of the data structure, Platform settings and User's rights, if it fulfils the notifications made by the User or if these actions are required for the proper operation of the Platform and do not cause data loss.
- 15.2. Notifications relating to the support of the use of the Platform, including its potential operation errors may be sent by the User via email to complaints@aetherbiomedical.com
- 15.3. Aether Biomedical is not obliged to make notified changes, in particular changes to the Platform and the data entered. Under certain circumstances, Aether Biomedical may offer to make some changes upon payment of a fee, based on an individually prepared estimate.

- 15.4. Even though Aether Biomedical is not legally required to do so, Aether Biomedical may, however, choose to provide technical support in response to questions or requests for assistance at its sole discretion; also, Aether Biomedical may choose to provide bug-fixes or updates at no additional charge if Aether Biomedical deems this appropriate.

16. CONFIDENTIALITY

- 16.1. The User, Partner or Partner's User shall hold in strict confidence all confidential information disclosed to it within the use of the Platform, regardless of the purpose, use such information only with the prior written approval of Aether Biomedical. Confidential information includes information expressly marked as confidential by Aether Biomedical and information the confidential nature of which is apparent from the circumstances of the disclosure.
- 16.2. The obligations set out in section 16.1 do not apply to information or parts thereof for which the Partner and Partner's User or User can prove (a) that they were known to the them or were generally available prior to the date of receipt or were lawfully disclosed to the User, Partner or Partner's User by a third party after the date of receipt hereunder without confidentiality obligations (b) were already known or available to the public prior to the date of receipt hereunder or (c) became known or available to the public after the date of receipt hereunder through no fault of the User, Partner or Partner's User .
- 16.3. To the extent permitted by applicable law, the obligations set out in section 16.1 shall survive the termination of the Agreement for an indefinite period, namely for as long as an exception as defined in section 16.2 is not proven.

17. DISPUTE RESOLUTION AND GOVERNING LAW

- 17.1. To the extent permitted by applicable law, these Terms and any disputes or claims arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) are exclusively governed by and construed in accordance with the laws of Poland. The application of private international law and the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.
- 17.2. Except where prohibited and without limitation to any statutory rights for Consumers, the User agrees that the courts of Poland with local jurisdiction over Aether Biomedical's registered office shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter.

18. MISCELLANEOUS

- 18.1. These Terms are available at <https://www.aetherbiomedical.com/web-app-privacy-policy>.
- 18.2. Aether Biomedical will notify changes to these Terms or to individual provisions to the User and Partner in document form or online. In such case, the User, and Partner may either (i) confirm the respective change of the Terms or, if Aether Biomedical does not offer to maintain the Agreement under the previous terms, (ii) choose termination of the Agreement with immediate effect. In the event of a change of the Agreement pursuant to (i) above, the new Terms shall apply as of the date of the declaration of confirmation. In the event of termination of the Agreement, the Terms applicable prior to the change shall apply until the termination of the Agreement. Aether Biomedical will inform the User and Partner about these options and the consequences of its decision in the change notification. New Terms accepted by the Partner shall be fully binding for Partner's Users. User can review the most current version of these Terms by clicking on the "Terms of Service" link indicated in section 18.1.

- 18.3. By using the Platform after the effective date of any changes to these Terms, the User, Partner or Partner's User will be deemed to have accepted such changes. If the User or Partner decides not to use the Platform after the updated Terms become effective, the User may terminate these Terms pursuant to section 11.2.
- 18.4. User and Aether Biomedical agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of these Terms, which shall continue to be in full force and effect.
- 18.5. Aether Biomedical may assign the provisions of these Terms and may assign or delegate in whole or in part any of its rights and/or obligations under these Terms and Agreement. User may not assign these Terms and Agreement, either in whole or in part, nor assign User's rights under the Terms and Agreement, nor sublicense such rights to any third party.
- 18.6. These Terms, the Privacy Policy and any additional or supplemental policies and any documents expressly incorporated by reference herein, contain the entire understanding of the User and Aether Biomedical, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between the User and Aether Biomedical with respect to the Service.