



cercle

Terms and conditions of use

TERMS AND CONDITIONS OF USE OF CERCLE'S AI-SOFTWARE

Thank you for visiting. This Terms and Conditions of Use applies to the Cercle.ai's AI software (hereinafter, the "Software"), a unique AI-based IVF technology that transforms and structures complex, fragmented de-identified data into a comprehensive biomedical graph that connects all stages of IVF to optimize and personalize patient treatments.

Cercle reserves the right to allow access to the Software only to those natural persons who are authorized persons of an entity that has licensed the use of the Software to Cercle by means of the signature of the End User License Agreement (hereinafter, the "User").

These Terms and Conditions (the "Terms") apply to you as User of the Software

By using this Software, you accept the present Terms and declare that:

- A) You have read and understood what is stated in these Terms; and
- B) You assume all obligations set forth herein.

We reserve the right to make, at any time and without prior notice, any modification or update of these Terms.

1. General information about the Software

Owner: CERCLE.AI, INC (hereinafter, "Cercle", "we", "us", "our")

Registered office: 4688 Cheetah Trail – 75034 Frisco, Texas (United States of America)

Tax ID number: N00850901

Email: info@cercle.ai

Registry: Registered in the Commercial House of Delaware under number 5030381

Cercle has a representative in the European Union, with the following information:

Representative in the EU: CERCLE.AI SPAIN, SLU

Registered office: Calle Doctor Juan Peset n.º 3 BJ, Buñol (46360), Valencia (Spain)

Tax ID number: B05422449

Email: info@cercle.ai

Commercial Registry: Registered in the Commercial Registry of Valencia in Volume 8287, Page 109, Sheet V-198982.

2. Terms and conditions

2.1. The Software

The Software is intended to provide personalized and contextualized information to enable better health decisions to the User. The Software provides resources for healthcare professionals to provide insights fertility and related issues for their patients (the “Services”).

The Software does not require processing of any patient’s personal data, as it works with completely anonymized information. Therefore, YOU UNDERTAKE TO USE YOUR BEST EFFORTS TO NOT SHARE WITH US ANY PATIENT’S PERSONAL DATA NOR ANY INFORMATION THAT MAY ALLOW US TO IDENTIFY THE PATIENT.

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2.5. Personal data

User's data

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Patient's data

The Software does not require processing of any patient's personal data, as it works with completely anonymized information. Therefore, you undertake to use your best efforts to not share with us any patient's personal data.

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For more information about the processing of the personal data by Cercle, please check our Privacy Policy.

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2. Terms and conditions

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John Joyce VP Finance

Cercle.AI, Inc.

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