



CUTTING EDGE

## TERMS AND CONDITIONS OF USE

The following terms and conditions of use, in the version at the time of use, exclusively govern the use and free access to the Cutting Edge Toric Calculator, owned and developed by Cutting Edge S.A.S., Immeuble Le Nobel, 770 rue Alfred Nobel, 34000 Montpellier, France, for use by a specialized medical staff ("user").

**The user acknowledges the mandatory nature of these terms and conditions of use before each calculation by clicking on the "accept and calculate" button.**

### 1. Cutting Edge Toric calculator user

Access to the Cutting Edge Toric Calculator is a free service to determine which Cutting Edge IOL is best suited to the needs of astigmatic patients.

The user is not allowed to modify the program or use the calculator for purposes other than those intended.

The Cutting Edge Toric calculator is intended for doctors specialized in ophthalmology, as a tool for decision support. Its use is reserved for professionals who are competent and trained to use it.

### 2. Cutting Edge Toric calculator conditions of use

The Cutting Edge Toric Calculator is intended to be used in conjunction with a comprehensive ophthalmic examination and appropriate measures for candidates for cataract surgery and eligible for toric IOL placement.

The Cutting Edge Toric Calculator recommends an intraocular lens ("IOL"), indicatively, from biometric patient data determined in advance by medical specialists. The accuracy and precision of the biometric data entered and taken into account by the calculator are the responsibility of the user.

The recommendation obtained by the calculator corresponds to an approximate and indicative value. They do not replace the calculation of a patient-specific IOL performed by a specialist and do not allow the user to apply them without verification from the office.

The results obtained from the use of the calculator must always be checked and approved by a specialized doctor.

The user must have an uninterrupted and sufficient Internet connection. Any IOL calculation that is incomplete or rejected as a result of an interruption, shutdown, restart, or other errors is invalid and should always be deleted.

### **3. Exclusion of guarantee**

The Cutting Edge Toric Calculator is provided "as is" without warranty of any kind. The information is provided for information purposes and should in no way be considered as a final diagnosis or substitute for medical expertise.

Although every effort has been made to ensure that the Cutting Edge Toric Calculator provides useful and accurate information, the accuracy or completeness of the information provided by the calculator cannot be guaranteed.

The user assumes the risks and the responsibility of using the Cutting Edge Toric Calculator to perform an IOL calculation as well as the use of the results obtained.

Cutting Edge cannot guarantee that the Cutting Edge Toric Calculator is free of errors, interruptions or failures.

### **4. Limitation of Liability**

The user is responsible for the practical execution of an IOL calculation and the validity of the data entered.

Unless otherwise specified below, Cutting Edge assumes no responsibility for the medical accuracy, integrity, and workability of the recommendation. In particular, the company declines any responsibility for direct, indirect or consequential damages such as any postoperative refractive errors related to the calculation of the IOL.

Our liability shall be solely for the gross negligence of Cutting Edge or its representatives. As long as an intentional breach of contract or breach of essential contractual obligations cannot be proven, the additional liability is limited to typical foreseeable damages. Responsibility for the improper endangerment of life, body or health is not affected.

In addition, the Cutting Edge toric Calculator uses JavaScript technology.

The user agrees to access the site using recent equipment, not containing viruses and with an updated latest generation browser.

Cutting Edge cannot be held responsible for direct or indirect damage to the user's equipment when accessing the site [toriccalc.cutting-edge.fr](http://toriccalc.cutting-edge.fr), and resulting from the use of material not meeting the specified specifications, either the appearance of a bug or incompatibility.

### **5. Personal data management**

The user is required to comply with all applicable data protection laws, especially with regard to patient data. Therefore, the user only needs to enter anonymized data for patients.

In addition, the use of the Cutting Edge Toric Calculator may involve the entry of certain data on patients which could be considered as health information.

Cutting Edge does not receive, use or store any data that can be entered into the calculator.

By using our service, you accept the following provisions for the protection of your data:

- √ Personal data (email address, title, last name, first name and password) are only saved if you consent to the creation of a user account.
- √ Your personal data is only used for the management of your user account and to send you a personalized message as an identified user. No personal information is published, exchanged, transferred, assigned or sold on any support to third parties.
- √ In accordance with the provisions of Article 38 et seq. Of Law 78-17 of 6 January 1978 on computers, files and freedoms, all users have the right to access, rectify and oppose, data on your personal information, at any time, by contacting us at: [rgpd@cutting-edge.fr](mailto:rgpd@cutting-edge.fr).

## 6. Cookies

The navigation on the site [toriccalc.cutting-edge.fr](http://toriccalc.cutting-edge.fr) is likely to result in the installation of cookie(s) on the computer of the user.

A cookie is a small file, which does not allow the identification of the user, but which records information relating to the navigation of a computer on a site. The data thus obtained is intended to facilitate subsequent navigation on the site such as the browser language.

The refusal to install a cookie may result in the impossibility of accessing certain services.

## 7. Applicable law and jurisdiction

Any dispute in connection with the use of the site [toriccalc.cutting-edge.fr](http://toriccalc.cutting-edge.fr) is subject to French law. It is made in the exclusive jurisdiction of the competent courts of Paris.