

SunCHECK® Community Terms of Use

Version: March 7, 2025

The Community Website Terms of Use (“[Terms of Use](#)”) are defining the terms and conditions under which you (hereinafter, “you”, “User”, or “Customer”) may access and use the SunCHECK Community and all the functionalities provided (hereinafter designated together the “[Service](#)”). Your opportunity to access and use the Service is a benefit of your active SunCHECK® software support and maintenance agreement, and your continued access to the Service will be contingent upon your agreement to and compliance with these Terms of Use and maintaining an active support and maintenance agreement on your SunCHECK® software.

Access to the Service shall be subject to the creation of a User Account (as such term is defined below). By accessing or using the Service or by logging into with your allocated User ID, you agree to be bound by these Terms of Use. The User undertakes to have legal ability and means required to access and use the Service and acknowledges to have read, understood and accepted without limitation or reservation the Terms of Use, which apply in addition to the Privacy Policy (which is available [here](#)).

These Terms of Use are available [here](#). These Terms of Use may be updated or modified from time to time; such changes to take effect upon the posting of such revised terms on the website. We recommend that you check these Terms of Service periodically to make yourself aware of any changes. Continued access or use of the Service after the posting of such revised terms constitutes agreement to comply with and commitment to be bound by such revised terms. If the User disagrees with such modification of the Terms of Use, the User may terminate the Service and delete its User Account under the conditions set forth herein.

In the event of any conflict between these Terms of Use and any other policy or agreement referenced herein, these Terms of Use shall govern in the absence of specific language to the contrary in such policy or agreement.

Please review these Terms of Service carefully prior to using the Service. If you do not agree with these Terms of Use, you may not use the Service.

1. Legal notice

The Service is provided by Sun Nuclear Corp. (a Florida corporation)

3275 Suntree Blvd.

Melbourne, FL 32940

2. Definitions

Community Website: the online platform named SunCHECK Community, edited by Hivebrite and provided by Sun Nuclear Corp., allowing User to benefit from the Service.

Data Protection Law: means

[Option 1 for customers submitted to EU data protection regulations: 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 (General Data Protection Regulation) and any applicable national laws based on User's domicile. AND/OR

[Option 2: for customers not submitted to EU data protection regulation:] the federal data protection laws of the United States (including but not limited to HIPAA) and the state data privacy laws applicable to patients and Customer.

User Account: means a dedicated online account opened by any visitor and providing an access to the Service.

Identifiers: means login and password or social login the User used to create the User Account.

Party or Parties: means the User and <Sun Nuclear Corp.> designated either individually or collectively.

Service: means the Community Website and all the functionalities provided thereto and described in the Terms of Use.

Service Content: any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials made available by Sun Nuclear during the Service.

User or Users: means any person authorized by the Sun Nuclear customer that has purchased the products or services from Sun Nuclear required to have access to the Service to access and use the Service after creation of a User Account.

User Content: any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content created, posted, or shared by the User, on or through the Service including any information, data, photos and other content relating to the User.

User System: The computer hardware, software, network, internet connection, mobile application, smartphone, tablet, or other software or hardware necessary for User to access and use the Service.

3. Term

The Terms of Service will come into effect on first access to the Service and will remain in effect for the entire duration of use and/or as long as User has a User Account.

4. Description of the Service

The Service enables Users to connect with each other, build communities, or also do networking by sharing appropriate User Content that is not in violation of these Terms of Use.

5. Access to the Service

The Service is available on the website [<https://community.sunnuclear.com/>] [or the mobile app “SunCHECK Community” that can be downloaded through the Apple App Store and Google Play Store].

5.1. Requirements for the access to the Service

In order to use the Service, the User must ensure that the User’s System:

- The ability and means required to access the Services and to use it;
- The appropriate hardware (computer, smartphone...) and operating software and shall carry out the responsibility of the maintenance and the security;
- An Internet access from any access provider of the User’s choice;
- An adapted configuration of the browser.

Users shall bear all the costs for accessing the Service.

5.2. Creation of the User Account

This shall require the entering of personal identification data through the online registration form accessible at the following address: [<https://community.sunnuclear.com/login>]

The User shall enter user identification data such as name, surname, email, job function, SunCHECK experience, and email] and is invited to choose its Identifiers.

The User agrees to provide only accurate and complete information when creating or updating his/her Account information.

5.3. Access modalities

In order to benefit from the Services, the User must log-in using the log in credentials (Identifiers) the User used to create the User Account. Identifiers are personal and confidential. Users are responsible for keeping it secret and not disclose it to any third party in any form and for any reason whatsoever.

The User's login can only be changed at the request of the User or at the initiative of Sun Nuclear. The User's password is modifiable by the User through the User's Mirion-assigned SSO Account. The User is solely and entirely responsible for the use of the User's Identifiers and undertakes to do everything possible to keep it secret and not to disclose them to anyone, in any form whatsoever and for any reason whatsoever. If the User forgets her/his password, the User can generate a new one by clicking on the link "Reset my password" .

The User is solely responsible for the activity that occurs on its User Account and will be responsible to keep its Identifiers secure and for the use of his Identifiers by third-parties. User shall be solely responsible for any actions or declarations made through his User Account, whether fraudulent or not, and for the User Content posted using the User's Identifiers.

If the User has reason to believe that a person is fraudulently using identification elements or his User Account, she or he must immediately inform Sun Nuclear by e-mail at the following address privacy@mirion.com.

The User is solely responsible for the improper access, damage, disruption, loss or theft and adverse consequences caused by its breach of the confidentiality of the Identifiers. In case of loss, misappropriation or unauthorized use of its password, the User shall immediately notify privacy@mirion.com.

Users may not use another's account without permission. A User Account may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.

6. Cost of the Service

The Service is available for free of charge (excluding any User System or connection costs, whose price depends on your electronic communication service provider).

7. Intellectual property

7.1. Company's ownership

The Service and the Service Content belong and shall remain the property of Sun Nuclear or its licensors as appropriate, and is protected by copyright, patent when applicable, trade secret and other intellectual property laws around the world.

The User shall not acquire any of such rights, title, and interest in the Service or the Service Content (including, without limitation, all intellectual property rights to any copies, modifications, extensions and derivative works thereof) save as otherwise expressly set out in Article 7.2 and the User shall take all necessary measures to this effect. All rights not expressly granted to Users are reserved and retained.

Any reproduction, representation, distribution, modification, adaptation or translation of the Service or the Service Content, in whole or in part, in any form and current or future medium is strictly prohibited, except as otherwise authorized in the Terms of Service, or with prior express authorization of Sun Nuclear. Any use of the Service or the Service Content not expressly authorized by Sun Nuclear shall constitute a violation of the Terms of Use and a violation of intellectual property rights.

Except as specifically permitted by these Terms of Use, User may not use or register any name, logo, brand or insignia of Sun Nuclear for any purpose except with Sun Nuclear prior written approval and in accordance with any restrictions required by Sun Nuclear. These are the property of Sun Nuclear or are subject to rights to use, duplicate or represent/communicate to the public that have been granted to such.

Sun Nuclear is the producer of databases on the Community Website and Sun Nuclear is the owner of any databases made available. The User shall not extract or reuse a substantial qualitative or quantitative portion of the databases, including for private purpose.

7.2. User's right of use

Sun Nuclear grants the User a limited, non-exclusive, non-transferable, and revocable license to use the Service for User's personal, non-commercial purposes. The User may only use the Community Website on devices that User owns or controls [*If applicable: and as permitted by the App Store or Google Play Store terms of service*]. User may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, User may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of Sun Nuclear .

7.3 Limitations on User's Rights of Use; Rules of Conduct.

a. In connection with the use of the Services and Service Content or User's Content, the User is not authorized to, or cannot allow a third party to:

- violate any applicable laws, rules or regulations, notably cause damage or injury to any person or property, infringes any rights of third parties including but not limited to any intellectual property rights and privacy rights or perform any other illegal, harmful or fraudulent activities;
- probe, scan, or test the vulnerability of any system or network;
- remove, circumvent, disable, damage or otherwise interfere with any security measures of any network, computer or communications system, software application, or network or computing device;

- attempts to connect without permission and/or damage, in any way whatsoever, any users, hosts or networks;
- disturb, hamper, interfere or interrupt the access to or operation of the Service and Service Content including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

b. User may not post content or use the Service to transmit content which includes, but is not limited to: (i) sexually explicit materials or pornography; (ii) obscene, misleading, libelous, slanderous, violent, hateful (including but not limited to content that attacks others based on race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical conditions) and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) contains viruses, bots, worms, Trojan Horses, malicious code, scripting exploits, or other similar materials; (v) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (vi) gambling, including without limitation, any online casino, sports books, bingo or poker via the Service.

c. User may not defame, stalk, bully, abuse, harass, threaten, disparage, impersonate or intimidate people or entities and must not post private or confidential information via the Service, including, without limitation, the User or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

d. User must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

e. User must not attempt to restrict another User from using or enjoying the Service and must not encourage or facilitate violations of these Terms of Service.

f. User may not harvest or otherwise collect information about other users of the Service, including e-mail addresses, without the other users' affirmative consent or in any other manner that is unlawful.

g. To the extent the User content relates to patients, patient treatment plans, any clinical information, or any other patient or personal data that is protected under applicable law, User shall not use the Service to post, distribute, or otherwise share any personal data of third parties or any patient protected health information (PHI, as defined in the US HIPAA laws). All User Content must include only anonymized and deidentified information and it is the User's responsibility to ensure that no PHI or other protected patient health information or personal data is shared via the Service.

g. User may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by Sun Nuclear (or any individual officer or employee of Sun Nuclear); (3) use that can be confused with official communications of <customer name> or its

officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), unsolicited messaging, or solicitations for commercial services. User's use of the Service and all User Content must at all times comply with applicable law.

8. User's undertakings

- a. The User represents and warrants that she or he retains ownership of all of User's intellectual property rights in the User Content or that this User Content is subject to a license granted to the User by a third party holding these rights, under conditions allowing the User to freely use and/or transfer these elements for the purpose of using the Service, under the conditions described in the Terms of Use. Sun Nuclear does not claim ownership of, nor take responsibility for, the User Content.
- b. The User holds Sun Nuclear harmless from all claims or actions brought by third parties with respect to the User's use of the Service or provision of User Content, including but not limited to claims or actions on the grounds of an infringement of their rights, including, without limitation, publicity rights, copyrights, trademark and/or other intellectual property rights or privacy rights in the User Content.
- c. By using the Service, the User represents and warrants that she or he has the legal right and capacity to enter into these Terms of Use in the User's jurisdiction.
- d. Persons under the age of 18 years old are not authorized to access the Service.
- e. User warrants that any User Content provided or posted as part of User's use of the Service shall not violate these Terms of Use.

9. Reporting and moderation

In order to ensure the Community Website provides the best experience possible for everyone, if a User sees any inappropriate content, she or he must use the "Report as offensive" feature found under each post.

Sun Nuclear has no general obligation to monitor User Content nor to investigate whether facts or circumstances are revealing illicit activities. Sun Nuclear has set up a reporting tool allowing any User to notify illegal, abusive and harmful content.

The knowledge of such content is deemed effective when the hosting provider is notified of following:

- The notification date;
- The notifying User identity;
- The description of the facts in contention (possibly with screen shots of the content);
- As well as the reasons for which the content must be removed.

If a User Content is reported, Sun Nuclear reserves the right to withdraw the reported content and/or suspend or terminate the User Account of the User having originally published the reported content in the conditions. Sun Nuclear reserves the right to remove any User and terminate User's access to the Service at any time if there is actual or suspected violation of the Terms of Use by User, as further detailed in Section 10 below.

10. Termination, suspension, or revocation of access

10.1. Deletion of the User Account by the User

At any time, the User may delete its User Account by contacting Sun Nuclear at the address or email address mentioned in Article 15.

Deletion is effective immediately and all the data collected upon the subscription as well as the User Content published by the User on the Community Website is deleted only upon User's request if required by applicable law.

10.2. Suspension or termination of the User Account by Sun Nuclear in case of breach of the Terms of Use

Sun Nuclear retains the right to suspend User's access to the Service to make all investigations necessary following a report made pursuant to Article 10 or in case of presumed breach of Terms of Use which may be remediated. The User whose User Account is suspended will be informed by Sun Nuclear of such a decision by email. The User has the option to send an email to privacy@mirion.com to obtain additional information on the reasons for the suspension as well as to provide explanations and/or any element in order to demonstrate that the breach has been remediated. Sun Nuclear reserves the right to terminate the applicable User's Account and right to use the Service, in addition to any other rights or remedies available.

10.3. Deletion of inactive User Account

The parties understand and acknowledge that access to the Service is contingent upon User maintaining an active support and maintenance agreement for their SunCHECK software. User Accounts will be

considered inactive if there is no active support and maintenance agreement in place for the User's SunCHECK software, and Sun Nuclear may delete User Accounts that become inactive at any time.

11. Privacy; Confidentiality

By using the Service, User's personal data, in the meaning of Data Protection Law, may be collected and processed by Sun Nuclear, in compliance with the Mirion privacy policy and the Cookie Policy, (collectively, "Privacy Policies").

Sun Nuclear will treat User Content as confidential information in accordance in accordance with these Terms of Use and the Privacy Policies.

12. Limitation of Warranty and Liability; Indemnification.

Sun Nuclear is not responsible for the User's device compatibility nor if the User is unable to connect due to any technical problem related to the Internet network or a failure in the User's computer facilities and equipment.

Sun Nuclear shall not be responsible for User's System nor any problems arising from or related to User's System or caused by the Internet. User is responsible for the security of the User System and the security of its access to and connection with the Services.

Any document, information, data, or elements, or content available via the Service, including User Content ("Information") is provided without any guarantees, notably that the Information is comprehensive or accurate. Use the Information at your own risk.

The User is solely responsible for the use of the Information and bears all the risks arising from your reliance on this Information. The Information is provided on the condition that the User can determine its interest for a specific purpose before use. Under no circumstances does Sun Nuclear accept liability for injury arising from reliance on the said Information, its use or use of a product to which it refers.

The User is solely responsible for all User Content posted, and assumes all risks relating to its use by others and others' reliance on its accuracy. The User acknowledges that, following the publication of the any User Content, its information will become accessible to all the Users on the Community Website and that as such, same information will be published, modified, translated, reproduced in any form and accessible, saved and reproduced by other Users and Sun Nuclear. Sun Nuclear will have no responsibility or liability in connection with the User Content.

Sun Nuclear expressly excludes any liability for events of any kind that may occur during any meeting organized between Users within the use of the Services.

13. Hypertext links

The Community Website may provide links to websites operated by third parties or other internet sources/networks, as well as data/information coming from third-party servers. Sun Nuclear does not endorse or accept responsibility for the content or the use of third-party websites and cannot be held liable for any damage following or in relation with use or the fact of having trusted the content/data/results available on such third-party servers, external sources or internet sites.

If a User uses third-party sites or content from third-party servers, User does so solely at User's own risk. Links do not imply that the Company is affiliated or associated with any linked site.

14. Contact

For any questions regarding the Terms of Use, especially use of the Service or any claim, please email Fernando Otero - privacy@mirion.com

The User can use these contact details for any technical support request.

For Forum technical support – community@mirion.com

15. Miscellaneous

Governing Law and jurisdiction. These Terms of Use, will be governed by the laws the state of Delaware, USA without regard to its conflicts of laws principles.

The User is informed, as a consumer, of the possibility to use a conventional mediation procedure or any other alternative dispute resolution method.

The User can submit a dispute to the Online Dispute Resolution platform proposed by the European Commission, which may be accessed at the following address: <http://ec.europa.eu/consumers/odr/>.

Change of the Service. Sun Nuclear may further develop or modify the Service or the Service Content at Sun Nuclear's sole discretion. The User will be informed of such development/modification as soon as it is implemented.

Severability; Entire Agreement. Except in the case of invalidity of an essential clause, if any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. These Terms of Use, including the Privacy Policies, set forth the entire understanding and agreement between the User and Sun Nuclear with respect to the subject matter hereof.

Electronic documents exchanged by electronic means between the User and the Sun Nuclear (including User's checking a box to indicate agreement to these Terms of Use) shall be regarded as writings having the same probative force as writings on paper in the meaning of applicable law. They may constitute faithful and durable copies in accordance with applicable law, so that the User is invited to keep them.

Force majeure. In no case Sun Nuclear may be held liable for any breach of its contractual obligations resulting from a force majeure event as defined in applicable law and related jurisprudence.