



CLIFICOL TERMS AND CONDITIONS

ANY PERSON OR ENTITY ("User" or "You") REGISTERED TO USE, OR OTHERWISE ACCESSING, the online database www.clificol.net ("Clificol" or "the Website"), OR ANY OF THE INFORMATION CONTAINED WITHIN THE WEBSITE MUST AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS ("User Agreement").

PERSONAL DATA: You agree to provide only true, accurate and complete information to us via the Website. Any personal information provided by Users, including health and health-related information, will be anonymized in accordance to GDPR regulations.

Contracting parties. The Website, the Clificol project, logos and trademarks, together with all software, content, data and other materials contained therein ("Content") are owned and controlled by Zeus Soft sprl, company number BE0647962374, with headquarters at: Rue Jean Sonet 25/3 - 5032 Isnes, Belgium. Zeus Soft sprl is referred to in these terms and conditions as "we", "us", "our", "The Company", "Clificol" or "Zeus Soft". When you register with (or otherwise access) the Website, you are contracting with Zeus Soft sprl. In registering as a member you hereby confirm to be aged 18 or older and agree to these terms and conditions.

1. **The Clificol Service.** Zeus Soft is a private company that owns and manages Clificol. Clificol is an online platform which enables users to upload and visualize anonymized clinical cases. Please note that the use of this service via the Website may be subject to data charges imposed by your internet or mobile phone provider and you will be responsible for payment of any such charges.
2. **Use of the Service.** Use of the Website is limited solely to you, for your own personal non-commercial purposes. You acknowledge that we have the right, at our sole discretion, to terminate your account, or limit or deny access to the Website, or limit the amount of storage space, bandwidth, or other resources you may use. We further reserve the right to terminate any User account with no prior notice to you, including the deletion or retention of any stored content associated therewith.
3. **Registration.** You must register with us, and create your own user account, to fully use the Website and the Services provided. When you register for the first time, you will be given access to a standard user account. If you later wish to upgrade to a different account type, you may select this from within the Website. If there are any charges related to the upgrade, you will be made aware of these charges prior to upgrade confirmation. If there are any new fees or changes applicable to your account (regardless of whether it was free or payable at

the time of sign-up), you will be notified about these changes in your Clificol account's dashboard.

4. **Passwords.** You agree: to keep your password safe and confidential and to not allow anybody else to use your email address or password to access the Website, or any Content; to not do anything that could assist anybody else to gain access to any secured area of the Website; and to not create additional registration accounts for the purpose of abusing the functionality of the Website, or any Content, or other Users, or to try and register or use the Website as another User. If you think someone else has obtained your account details, please contact us immediately via info@clificol.net and we will promptly close your account. Please be aware that you will be responsible to Zeus Soft and to others for all activity that occurs under your registration account.
5. **Medical Advice.** The Website, the Service and the Content (and any content on other linked Websites) does not constitute medical advice and can never serve as a substitute for professional medical advice. Therefore you should always consult your own doctor/healthcare professional about your condition and/or treatment or changes to your condition and/or treatment. The content of the Website is purely for research purposes and should not be treated as validating information to treat yourself or others. Zeus Soft does not take any responsibility for supplying you with the data contained on the Website. You are solely responsible for how you use the data contained in Clificol.
6. **Warranties.** To the extent permitted under applicable law, all Clificol services are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. without limiting the foregoing, Clificol, as well as any provider, makes no warranty that: (a) the Service will meet your requirements; (b) the Service will be uninterrupted, timely, secure, or error-free; (c) the results obtained from the use of the Service will be accurate, complete, reliable or effective; or (d) the quality of any content or services obtained by you from the Website from us, or from any third parties' Websites to which the Website is linked, will meet your expectations or be free from mistakes, errors or defects. The use of the Service or access to Content through the Service or through third parties' or provider's Websites, is done at your own risk and with your agreement that you will be solely responsible for any loss or damage that results from such activities.
7. **Research and Publication.** If you wish to use the data available in Clificol for research and/or publication purposes, please contact us via info@clificol.net to get official approval. It is strictly forbidden to use any data contained in Clificol for publication purposes prior to our written approval. After the approval, any publication must include the source (www.clificol.net) as well as any other information provided by Clificol with regards to publications.
8. **Content.** The Website and the Content are intended only for the purposes specified or implied therein, and your use of the Website and/or Content is entirely at your own risk. Please note that, whilst we aim to provide accurate and up-to-date information, the Content may not be wholly accurate or up-to-date, complete or free of defects, and is subject to change at very short notice. All Content is provided without any representations or warranties of any kind (implied or express) to the fullest extent permitted by applicable law. Zeus Soft, owner of the Clificol Website, unless otherwise stated herein, owns or controls all relevant intellectual property rights in the Website and the Content. You may not publish,

distribute, extract, re-utilise, or reproduce any part of the Website or the Content in any form (including storing it in any medium) other than as expressly allowed herein or as set out in the Website and the Content (or under Belgian or local law). We expressly disclaim any and all liability in connection with any Content or any other materials uploaded or exhibited or otherwise exploited by Users. We reserve the right at our sole discretion to remove any content of any kind at any time. You hereby consent to any such removal and waive any claim against us arising out of such removal of content. We shall not be responsible for any failure or delay in removing any User-generated or other content.

9. **Unlawful Content.** If you encounter or become aware of any objectionable or infringing or unlawful content available anywhere on or via the Website, please immediately report such material (and the specific page on which it is found), or if you believe that you are the owner of the copyright or other rights in any material appearing on the Website, or if you have any other complaint about the Website or any Content or other posted materials, please contact us via info@clificol.net (making sure to include both the Uniform Resource Locator ("URL") for the non-complying content and the reasons you believe it does not comply). Please note that there may be adverse legal consequences if you make a false or bad faith allegation through this process.
10. **User Conduct.** You agree to obey all applicable laws in using the Website and agree that you are responsible for the content and/or communications you send to or initiate via the Website and you specifically agree (in relation to the Website):
 - not to participate in any form of activity which is unlawful, harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually-oriented, racially-offensive or otherwise includes objectionable material;
 - not to post any inaccurate or misleading information, or opinions which you do not genuinely hold;
 - not to use the Website to engage in any commercial activities not approved in writing by Zeus Soft;
 - not to abuse other Users or anyone else;
 - not to register more than one account for yourself or anyone else;
 - not to input or transmit content that contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any data or other information of any third party;
 - not to input or transmit content that contains anything which could be used to determine or alter the architecture of the Website, or could be used to decompile, disassemble, or reverse engineer the Website;
 - not to input or transmit anything that constitutes or contains any form of advertising or solicitation or that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service or that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service;
 - not to "stalk" or otherwise harass any other person;
 - not to collect personal data about other users for commercial or unlawful purposes;
 - not to use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - unless expressly permitted by Zeus Soft;

- not to impose an unreasonable or disproportionately large load on our infrastructure;
- not to attempt to gain unauthorised access to our computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Website.

11. **Termination of this Agreement.** We may at any time terminate this legal Agreement, in our sole discretion without prior notice to you and without liability, if we believe that you may have breached (or acted in a manner indicating that you do not intend to or are unable to comply with) any term herein, or if we are legally required to do so by law, or if continuation is likely to be no longer commercially viable. You acknowledge that we will cooperate fully with investigations of violations of systems or network security at other Websites, including cooperating with law enforcement authorities in investigating suspected criminal violations. Your account will be terminated if, in our reasonable opinion, you are determined to be a repeat infringer.
12. **Liability.** You agree that the liability of Zeus Soft to you hereunder shall be limited to the amount you have actually paid to us for the Clificol services within a solar year hereunder of, if greater than EURO €100. Except as set out herein, we shall not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of your use of the Website or the Content or in relation to the goods and/or services that we provide. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence of Zeus Soft.
13. **Indemnity.** You agree to indemnify us for any loss or damage that may be incurred by Zeus Soft, including without limitation legal fees, arising from any breach by you of any warranty or other term herein or your misuse of any material or information obtained through the Website or the Content.
14. **Trade Marks.** The brands, products and service names used in the Website and the Content (including without limitation, "Clificol") are trademarks or trade names of Zeus Soft or its trading partners unless otherwise stated.
15. **Hacking.** You agree and undertake not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (collectively, "Interfere") with the Website, and/or the Content in any manner. If you in any way Interfere with of these, you agree to pay all damages we incur as a result. We will cooperate with the authorities in prosecuting any User who Interferes with the Website, the Content or otherwise attempts to defraud Clificol or any other parties through your use of the Website, the App or the Content or any services provided hereunder. We reserve the right to deny any or all access or service to any User for any reason, at any time, at our sole discretion. You agree that we may block your access, and at our sole discretion to disallow your continued use of the Website and/or the Content. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.
16. **No Partnership.** Your use of the Website and/or the Content creates no partnership, client, fiduciary or other professional relationship.
17. **No Waiver.** No waiver, express or implied, by either party of any term or condition or of any breach by the other of any of the provisions of this Agreement shall operate as a waiver of any breach of the same or any other provision of this Agreement.

18. **Force Majeure.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations hereunder that is caused by events outside our reasonable control.
19. **Severance.** If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.
20. **Variation.** This Agreement may be varied from time to time by our posting new terms on the Website, and any such amendment will be applicable to all Users from the date and time such revised terms have been posted on the Website. Your continued use of the Website and/or the Service constitutes agreement with and acceptance of any such amendment or other changes. We constantly experiment and innovate with the Website in order to provide a better experience for Users and you hereby acknowledge and agree that the form and nature of the Service may change from time to time without prior notice to you.
21. **Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of Belgium. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of Namur, Belgium.
22. **Contact Clificol.** If you have any questions, please contact us via info@clificol.net or the contact form on www.clificol.net .

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