

**General Terms and Conditions of Service  
VISITME.Doctor**

**Blue Curseur Europe SRL**

**(GCS)**

Last update April 28th 2021

The use of VisitMe.Doctor is subject to prior knowledge and express acceptance of the General Terms and Conditions of Service.

The present General Terms and Conditions of Service govern the conditions of use of the Teleconsultation Services and the Teleconsultation tool offered by VisitMe.Doctor from the VisitMe.Doctor Platform.

The use of the Teleconsultation, telemedicine and tele-expertise Services or of the teleconsultation (video) tool alone by a patient is subject to prior knowledge and express acceptance of these General Terms and Conditions of Service.

Your attention is drawn to the fact that acceptance of these General Terms and Conditions of Service implies acceptance of the rules for access to the VisitMe.Doctor Platform, use of the teleconsultation tool and provision of telemedicine and tele-expertise Services.

Please read these General Terms and Conditions of Service carefully. You will receive them electronically on request from [contact@visitme.doctor](mailto:contact@visitme.doctor).

Caution:

Please note that the Visitme.Doctor platform does not under any circumstances allow the diagnosis, medical treatment and follow-up of serious and urgent situations.

If you find yourself in an emergency, please contact your local emergency services as soon as possible. You acknowledge that your doctor and/or the doctors present on the platform do not perform any emergency medical procedures and cannot contact the emergency services on your behalf.

Given the sensitive nature of your health data and your account on VISITME.Doctor, you acknowledge that you will do everything possible to protect your account data and that you will also implement all useful and relevant security measures under your own responsibility for the security and protection of your personal account.

## Article 1 DEFINITIONS

The terms defined hereafter have the meaning and scope given in their definition in the context of the conclusion and execution of the GTCS.

"Beneficiary(ies)" means any person benefiting from access to the Services via the Visitme.Doctor Platform by virtue of a contract concluded between Visitme.Doctor and his doctor, his insurer, his physician or any other Partner organization of Visitme.Doctor, and after acceptance of the GTCS;

"Terms and Conditions" means the General Terms and Conditions of Service, which the Beneficiaries must accept in order to access the Content of the Visitme.Doctor Platform and benefit from the Services and/or the tool;

"Personal Account" means the account created by the Beneficiary on his first visit to the Visitme.Doctor Platform and allowing access to his private and secure space;

"Content" means all texts, photographs, videos, illustrations, features and more broadly any element existing within the Visitme.Doctor Platform;

"Visitme.Doctor" refers to the company Visitme.Doctor Global LTD (trade name Visitme.Doctor) as a teleconsultation platform as part of a teleconsultation service provided by teleconsulting doctors performing procedures in the context of their usual practice;

"Service Offering" means the service offering to which the Visitme.Doctor Partner has subscribed for the benefit of its Beneficiaries ("Partner Offer").

"Teleconsultation Tool" means the technical platform enabling a medical professional to carry out teleconsultations.

"Partner" refers to any public or private company, association, complementary health insurance organization, any doctor and any other public or private organization that has signed a partnership contract with Visitme.Doctor that governs the selection and terms and conditions of the provision of a Service Offering to the Beneficiaries;

"Visitme.Doctor Platform" means the platform based on a medical organization of Healthcare Professionals allowing access to the Content and delivery of the Services and/or the teleconsultation tool to the Beneficiaries by telephone or videoconference, via the secure platform, under the conditions described in the GTCS.

"Medical Professional(s)" means any qualified general practitioner or specialist and midwife, participating in the delivery of the Services, including the Teleconsultation Service within the framework of a telemedicine agreement in accordance with the regulations in force;

"Healthcare Professional(s)" means any Healthcare Professional(s) including Medical Professionals involved in the delivery of the Tele-Counselling Service;

"Services" means the Telemedicine, Tele-expertise and Teleconsultation Service within the Visitme.Doctor Platform;

"Teleconsultation Service" means the remote medical teleconsultation service (telemedicine, tele-expertise), by videoconference, made available to the Beneficiaries as part of the Visitme.Doctor Platform delivered by Medical Professionals.

## **Article 2 CONTRACTUAL DOCUMENTS**

The GTCS, the consent for the collection and processing of health data of the Beneficiaries as well as the confidentiality policy of personal data concerning them constitute the specific contractual provisions governing the use of the Visitme.Doctor Platform for the provision of Services and Content, and the use of the teleconsultation tool.

These specific contractual provisions are in addition to the contractual provisions of the contract concluded by the Beneficiary framing the Service Offering from which he may benefit.

If any provision of these GTCS is found to be invalid by a court of competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions of the GTCS, which shall remain valid and in force.

No waiver of any provision of these GTCS shall be deemed a further or continuing waiver of such provision or any other provision of these GTCS.

## **Article 3 EFFECTIVENESS AND DURATION**

The GTCS enter into force without reservation on the day of acceptance by the Beneficiary of the following contractual documents as from the acceptance by the Beneficiary of the present GTCS via a click activated on the secure web page for the creation of a Personal Account;

## **Article 4 PRIOR NOTICES**

### **REMINDER**

Please note that the Visitme.Doctor platform does not under any circumstances allow the diagnosis, medical treatment and follow-up of serious and urgent situations.

If you find yourself in an emergency, please contact your local emergency services as soon as possible. You acknowledge that your doctor and/or the doctors present on the platform do not perform any emergency medical procedures and cannot contact the emergency services on your behalf.

Given the sensitive nature of your health data and your account on VISITME.Doctor, you acknowledge that you will do everything possible to protect your account data and that you will also implement all useful and relevant security measures under your own responsibility for the security and protection of your personal account.

## **Article 5 PRESENTATION OF THE TELECONSULTATION SERVICE**

5.1 Medical Professionals delivering the Teleconsultation Service

The VISITME.Doctor Platform offers a teleconsultation service.

The teleconsultation procedures are delivered by Medical Professionals, i.e.: general practitioners and/or medical specialists;

The Beneficiaries are informed and acknowledge that, exceptionally, the Medical Professionals providing the Teleconsultation Service may not be available for a transitional period, of which they will be notified.

At the end of the teleconsultation, the Medical Professional writes a report of the teleconsultation which he can store on his own server in order to have a medical procedure history.

Medical Professionals must comply with all the ethical rules governing the practice of their

profession as defined in their Code of Ethics and interpreted by the Council of the Order to which they belong.

## 5.2 Accessibility of the Teleconsultation Service and Creation of a Medical Profile

The Teleconsultation Service is accessible from the VISITME.Doctor platform, 7 days a week and 24 hours a day through the website [www.app.visitme.doctor](http://www.app.visitme.doctor).

### **Caution:**

The teleconsultation service provided as part of the VISITME.Doctor platform cannot replace the Beneficiary's GP and is only offered as a complement to the treatment and follow-up carried out by the GP.

In particular, the beneficiary is alerted to the fact that access to the services is not as of right. Apart from reasonable cases of use of the Teleconsultation Service, the Medical Professional may consider that he or she is unable to deliver the Teleconsultation Service when a clinical examination requiring the physical presence of the Beneficiary or additional examinations are necessary.

The Beneficiary is informed that no medical pre-qualification of his/her request is carried out by telephone before being attended to by a Medical Professional.

The Teleconsultation Service is accessible by videoconference over the VISITME.Doctor platform after an invitation sent by the Doctor.

The Beneficiary is informed and acknowledges that access to the Teleconsultation Service requires the creation of an account and prior receiving an invitation by the Doctor.

The Beneficiary is informed and acknowledges the right of the doctor to send him/her by email an invitation to register on VISITME.Doctor as well as a summary of his/her appointment.

The health data entered by the Beneficiary in his account are only intended for the Medical Professional for the purposes of the teleconsultation.

The Beneficiary is also informed that he or she is able to download medical documents during the teleconsultation if he or she wishes to share them with the Medical Professional. He may also give access to health data via the ABRUMET feature on VISITME.Doctor.

All of the Beneficiary's health data are stored by an approved health data host.

## 5.3 Medical Prescription

The Teleconsultation Service allows the Medical Professional to issue a prescription and send it in PDF format via the document submission tool during the teleconsultation. Please note: for confidentiality reasons, any document not saved by the doctor or the Beneficiary during the teleconsultation is deleted from the database once the teleconsultation ends. Thus, the delivery of a prescription by the Medical Professional at the end of a teleconsultation is not a systematic procedure and is a matter for his own independent medical assessment, in accordance with the legal limits and his professional and ethical obligations.

Furthermore, the Beneficiary's attention is drawn to the fact that the download feature entails risks of breaching the security and confidentiality of the data, given the lack of 100% reliability and possible flaws in the Internet network. The feature is therefore used at the Beneficiary's own risk and

under the Beneficiary's full and exclusive responsibility.

## **Article 6 PRESENTATION OF THE TELECONSULTATION TOOL**

6.1 Medical Professionals offering access to the teleconsultation tool

Doctors may decide, as part of their daily medical practice, to offer consultations by videoconference to their patients, within the framework of the regulations in force.

Within this framework, teleconsultations can be covered according to the reimbursement rules of the Health Insurance, and must follow the same rules and the same process as a so-called physical consultation.

Physicians must comply with all the ethical rules governing the practice of their profession as defined in their Code of Ethics and interpreted by the Council of the Order to which they belong.

6.2 Accessibility of the teleconsultation tool and creation of a medical profile

The teleconsultation tool is accessible by videoconference over the VISITME.Doctor platform.

The Beneficiary is informed and acknowledges that access to the teleconsultation tool requires the creation of an account.

The health data entered by the Beneficiary in his account are only intended for the Medical Professional for the purposes of the teleconsultation.

## **Article 7 FINANCIAL CONDITIONS**

In the teleconsultation tool, VISITME.Doctor is made available to the Beneficiary entirely free of charge.

7.1 Terms of payment

If applicable and if VISITME.Doctor technically allows it, the fee for the teleconsultation is deducted at the beginning or at the end of the procedure.

First, the beneficiary must have indicated in his personal space the number of his card, its date of validity and the three digits of the cryptogram on the back of the card, directly in the area provided for that purpose.

VISITME.Doctor does not directly store any banking data.

The beneficiary's attention is drawn to the fact that withdrawals made within the framework of the Application are made via the secure banking solution Stripe.

The direct debit data are encrypted and then transmitted to the bank in complete confidentiality. They are made inaccessible to third parties.

Bank card data are only used for the purposes of the transaction.

In the event of fraudulent use of his or her bank card, the beneficiary is asked, as soon as such use is detected, to contact VISITME.Doctor Customer Service at the following address: info@VISITME.Doctor.

**WARNINGS:** The beneficiary is informed that he must be the holder of the bank card used for the debit or otherwise be duly authorized to use it.

He guarantees VISITME.Doctor that he meets all the conditions of access, use and sale, and that

the bank account associated with the means of payment used for the direct debit has sufficient funds to meet his payment obligation.

### 7.3 Proof of payment

The electronic registers, kept in VISITME.Doctor's computer systems under reasonable security conditions, will be considered as proof of communications and payments between the beneficiary and his/her doctor.

Invoices are stored on a reliable and durable medium in order to provide a faithful and durable copy in accordance with the regulations in force.

## **Article 8 CONDITIONS OF ACCESS TO THE VISITME.Doctor PLATFORM**

Access to the VISITME.Doctor Platform, including the Services and Content and the teleconsultation tool, is subject to these GTCS, to the laws in force concerning electronic communication services to the public, telemedicine, and more generally to compliance with all applicable laws.

Access to the VISITME.Doctor platform is reserved for individuals over 18 years of age. Accordingly, the Beneficiary declares and acknowledges that he/she is over 18 years of age. Access to Content and Services for a minor over the VISITME.Doctor Platform is necessarily carried out and implemented by his/her legal representative.

In the absence of technical means of age verification, it is the responsibility of the Beneficiary to implement adequate security measures to protect and restrict access by minors to the VISITME.Doctor Platform.

The Beneficiary may not use the VISITME.Doctor Platform for any purpose other than that defined in these GTCS, and in particular, the Beneficiary is prohibited from using the VISITME.Doctor

Platform, including the Content and Services, to promote a product, service, healthcare facility, healthcare professional or pharmacy or in general for any advertising or promotional or professional purposes.

The Beneficiary undertakes to access the VISITME.Doctor Platform solely in a personal capacity and not for the benefit of a company or any other organization. Commercial companies, and in general any regulated organization or entity or profession cannot become Beneficiaries.

The Beneficiary undertakes to make reasonable use of the VISITME.Doctor service. In particular, the Beneficiary acknowledges that daily use does not constitute a reasonable use of the service.

Any other fraudulent use of the rights of VISITME.Doctor renders the Beneficiaries liable to prosecution.

## **Article 9 Prerequisites**

Before accessing the Services, the tool and the Content, the Beneficiary ensures that the terminal he uses has an Internet connection and the technical features/tools to enable delivery of the Service(s) and access to the tool under optimal conditions, according to the delivery methods chosen.

The Beneficiary acknowledges and accepts that all the costs of connection to the Internet network remain his exclusive responsibility.

In addition, and before each contact with a Healthcare Professional, the Beneficiary must ascertain in particular:

- - the quality of the Internet connection;
- - the battery status of the terminal used.

Registration on the VISITME.Doctor Platform

Access to the VISITME.Doctor Platform requires the creation of a Personal Account by the Beneficiary, including an administrative profile.

A company code or activation code may be requested when the Beneficiary creates the Personal Account to enable its activation. This code must then be communicated to the Beneficiary either via the VISITME.Doctor Partner or by VISITME.Doctor.

The information requested is necessary to enable the Beneficiary to access the Telemedicine or Teleconsultation Service or the teleconsultation tool.

Therefore, when creating his/her Personal Account, the Beneficiary undertakes to enter and declare data that enable him/her to be identified under his/her full responsibility, control and direction, to communicate complete, accurate and up-to-date information, and not to steal the identity of a third party, nor to conceal or modify his/her age.

In the event that the Beneficiary communicates false, inaccurate, misleading, incomplete or outdated information, VISITME.Doctor reserves the right to suspend or refuse access, without notice or compensation, temporarily or permanently, to all or part of the VISITME.Doctor Platform, the Services, the tool and the Content. Furthermore, in such cases, VISITME.Doctor declines all responsibility for the Services provided.

## **Article 10 Identification, authentication of beneficiaries**

The Beneficiary's connection to his Personal Account is based on a reliable and secure authentication system.

Each time the Beneficiary connects to his Personal Account, he authenticates himself through:

- a login, or
- a robust authentication system

The identification and authentication of the Beneficiary when accessing his Personal Account or during each of his calls, enables the Beneficiary to ensure his eligibility for the Services or the tool, to verify his use of the Services, and makes the operations carried out irrefutably attributable to the Beneficiary using his authentication details, under the conditions defined in the article "Agreement of proof" of these GTCS.

In other words, any action carried out by the Beneficiary based on his authentication details will be deemed to have been carried out by the Beneficiary under his exclusive responsibility.

In this regard, the Beneficiary undertakes to keep his authentication details secret, it being understood that VISITME.Doctor cannot be held responsible for any loss or damage that may occur in the event of failure to comply with this obligation, any use of the above-mentioned details being made under the sole responsibility of the Beneficiary.

In case of loss or theft of his authentication details, or their suspected use by an unauthorized third party, the Beneficiary shall inform VISITME.Doctor without delay at the following email address: info@VISITME.Doctor.

Notification by the Beneficiary will systematically lead to deactivation by VISITME.Doctor of the Beneficiary's compromised authentication details as soon as possible, and will initiate a procedure allowing the creation of new authentication details in compliance with current regulations.

The Beneficiary shall, in general, take all useful authentication measures (in particular the regular renewal of his unique connection code) to ensure perfect confidentiality of his authentication details and shall not communicate them, transfer them or make them available to a third party.

### **Article 11 INFORMATION - CONSENT**

The Beneficiary is informed about the Services and the tool offered by the VISITME.Doctor Platform and the processing of his/her personal data and in particular his/her health data.

This information is contained in particular in an information and consent notice and in these GTCS.

The information is given prior to the implementation of the Services and the tool (at the time of creation of his Personal Account) and is then made available to the Beneficiary on the platform so that he can access it at any time.

After having read the information on how the Services are delivered and how the tool is made available, and how his data are processed and collected, the express, prior, informed and active consents are collected when registering on the VISITME.Doctor Platform, by way of:

- The collection and processing of his personal data, in order to benefit from the Telemedicine and/or Teleconsultation Services and the Teleconsultation Tool;
- Acceptance of these GTCS.

The Beneficiary is informed that he or she may withdraw his or her consent at any time and free of charge, in the following manner:

- By mail to [info@VISITME.Doctor](mailto:info@VISITME.Doctor)

### **Article 12 ETHICAL OBLIGATIONS OF HEALTHCARE PROFESSIONALS**

Healthcare Professionals working on the VISITME.Doctor Platform and providing Services or making the tool available are subject to compliance with all the ethical rules governing the practice of their profession as defined in the Code of Ethics applicable to them and interpreted by the Council of the professional order to which they belong, where applicable.

The provision of Services and the availability of the tool in the context of the VISITME.Doctor Platform do not affect any of their ethical obligations, particularly with regard to the principle of independence, the patient's free choice, or the prohibition of direct or indirect advertising, particularly in favour of a healthcare professional.

Healthcare Professionals are bound to secrecy regarding health information and information relating to the private life of the Beneficiaries that comes to their knowledge by any means whatsoever, in accordance with their legal, regulatory and ethical obligations. Consequently, they shall under no circumstances communicate, directly or indirectly, outside the healthcare team, any of the information concerning the Beneficiaries that is subject to medical secrecy, to any unauthorized third party.

### **Article 13 PERSONAL DATA PROTECTION**

Personal data concerning the Beneficiaries - including data relating to their civil status, personal life, are collected and processed in the context of their access to the VISITME.Doctor Platform.

VISITME.Doctor asks you to refer to its Data Privacy Policy for details.

VISITME.Docor never use and collect any health and medical data from Beneficiary.



## Article 14 OBLIGATIONS AND LIABILITY

14.1 Responsibility of VISITME.Doctor for the collection and processing of health data within the framework of the VISITME.Doctor Platform

In its capacity as data controller, VISITME.Doctor guarantees that it has deployed security measures in accordance with the legal and regulatory requirements in force to ensure data protection in the implementation of the Telemedicine and/or Teleconsultation Services and the provision of the teleconsultation tool.

In this respect, VISITME.Doctor guarantees in particular:

- To comply with its obligations in this capacity under the provisions of the European Data Protection Regulation "GDPR";
- To provide prior information to the Beneficiaries and the place where the data are collected and processed, before any personal data are processed and medical data and related records are shared;
- To respond to requests from the Beneficiaries to exercise their rights and, where appropriate, to notify each recipient who has had access to the data of any rectification, erasure of personal data or restriction on processing, unless such notification is impossible or requires a disproportionate effort;
- To carry out or have a data protection impact assessment relating to the processing operation for which it is responsible;
- To implement appropriate technical and organizational security measures - and review and update them if necessary - in order to ensure that the rights of the Beneficiaries whose data are collected and processed are protected, in accordance with the applicable rules on the protection of personal data;
- To keep a record of processing;
- To appoint a Data Protection Officer and enable him/her to carry out his/her duties and tasks in accordance with the requirements of the General Data Protection Regulation; the Data Protection Officer can be contacted at the following address: dpo@VISITME.Doctor
- To notify in accordance with the conditions defined in the General Data Protection Regulation any breach of personal data to the competent body, as soon as possible after becoming aware of it, and communicate to the Beneficiary about such breach where appropriate;

14.2 Responsibility of VISITME.Doctor for the provision of Services and the availability of the tool over the VISITME.Doctor Platform

VISITME.Doctor is bound by a best efforts obligation for the provision of the VISITME.Doctor Platform, Services, the tool and the Content supplied within the limits defined in these GTCS.

VISITME.Doctor shall implement the Services and make the tool available in compliance with the applicable legal provisions. VISITME.Doctor is liable only for direct and foreseeable damage related to the use of the VISITME.Doctor Platform.

The Healthcare Professionals are personally and exclusively responsible for the medical acts and

treatments that they may be called upon to deliver as part of the Services and the VISITME.Doctor Platform tool.

Visitme.Doctor Recommend Firefox or Chrome browsers

### 14.3 Limitation of Liability

The Beneficiaries remain fully and personally responsible for the use of the Services, the tool and the Content of the VISITME.Doctor Platform - in particular for the use of the information from which they benefit in this context, as well as for all the information they communicate over the VISITME.Doctor Platform under the conditions of ordinary law.

The Beneficiaries shall validate the suitability of the VISITME.Doctor Platform, its Services, the tool and its Content for their needs. They acknowledge that they alone take all decisions based on the Services, the tool and the Content, as the case may be, and that VISITME.Doctor assumes no responsibility for the management of an emergency situation.

In addition, they acknowledge that VISITME.Doctor cannot be held responsible for any material or immaterial, direct or indirect damage, whatever the cause, including damage that may be caused by the spread of viruses, computer fraud, the constraints and limitations of the Internet network or the loss, damage or alteration of files or the consequences resulting from:

- Their use of the VISITME.Doctor Platform, the tool, its Services, and features and/or the interpretation of its Content;
- Their inability to access the VISITME.Doctor Platform, the tool,

Services and Content, except for direct damage resulting from gross negligence or intentional misconduct;

In general, they shall use the VISITME.Doctor platform:

- In compliance with the laws, regulations and rights of third parties, in particular intellectual and industrial property rights;
- Fairly and in accordance with its purpose. The Beneficiaries shall in particular:
- Comply with the security obligations in accordance with the "Security" section of these GTCS;
- Use the VISITME.Doctor Platform, the tool, its Services and Content in accordance with these GTCS and the laws and regulations in force;
- Not market all or part of the Services or Content, or the tool, that are accessible over the VISITME.Doctor Platform.

In the event of non-compliance with one or more of the provisions of these GTCS, access to the VISITME.Doctor Platform may be temporarily suspended or permanently blocked unilaterally, ipso jure and without notice.

### **Article 15 FORCE MAJEURE**

VISITME.Doctor shall not be held liable in the event that the VISITME.Doctor Platform and its Content and Services or the tool become inaccessible due to events beyond its control that could not be reasonably foreseen and of which the consequences cannot be avoided by

appropriate measures, and which prevent the performance of its obligations ("Force Majeure").

The execution of the present GTCS shall be suspended for as long as the Force Majeure event lasts, and VISITME.Doctor shall make every effort to stop the Force Majeure event or to find a solution allowing it to perform its contractual obligations despite the Force Majeure event.

If the impediment is definitive, the Beneficiary's registration will be terminated.

The Company is insured for its Civil Liability.

## **Article 16 SECURITY**

Generally speaking, preserving the security of the Beneficiaries' personal data requires them to:

- Never communicate health data concerning them by email;
- Respect the security instructions and in particular the rules relating to the definition and modification of your authentication details;
- Respect the management of access to the Personal Account, in particular, not to use the authentication details of another Beneficiary, nor to seek to know this information;
- Keep their authentication details strictly confidential and not to disclose them to a third party, regardless of his professional qualifications and activities;
- Notify VISITME.Doctor of any technical malfunction observed and any anomaly discovered, such as intrusions.  
In particular, it is the responsibility of the Beneficiaries to take all appropriate measures to protect their own data and materials from contamination by viruses or

other forms of attack that may circulate over the VISITME.Doctor Platform.

They are informed that technical interventions on the VISITME.Doctor Platform may be carried out.

They are also alerted to the existence of risks inherent in the use of telecommunications, even with secure access as implemented on the VISITME.Doctor Platform, and particularly in terms of:

- Internet network unreliability;
- Continuity not guaranteed in access to the VISITME.Doctor Platform and its Content and Services or to the tool;
- Performance not guaranteed, particularly in view of the spread of viruses;

Any other technical constraints which are not under the control and responsibility of VISITME.Doctor.

Under no circumstances can VISITME.Doctor be held liable to you for these risks and their detrimental consequences, regardless of their extent.

Finally, they are informed and acknowledge that all operations they perform over the VISITME.Doctor Platform can be traced.

## **Article 17 INTELLECTUAL PROPERTY**

VISITME.Doctor LTD owns the intellectual and industrial property rights to the VISITME.Doctor Platform, its Services and Content and the tool, where applicable with the authorization of the holders of these rights.

The use of the VISITME.Doctor Platform does not

in any way confer on the Beneficiary any ownership rights over the VISITME.Doctor Platform, its Services and Content or the tool.

### 17.1 Content and Services

Any use, reproduction, copying, distribution of one or more Services or Content of the VISITME.Doctor Platform for other than private use is prohibited.

All Content and Services on the VISITME.Doctor Platform, including, but not limited to, the domain name, texts, graphic design, graphics, photographs, drawings, sounds, images, audio and video, as well as the tree structure, sitemap, design and organization of its sections, their titles, both existing and future, are protected by intellectual property rights, held or claimed by VISITME.Doctor, with the authorization of the holders of those rights, where applicable.

These Contents and Services are exclusively intended for the information of the Beneficiaries and for their personal use. They have a right of private, non-collective and non-exclusive use of these Contents and Services.

Except with the express and prior authorization of VISITME.Doctor, the Beneficiaries shall refrain from any reproduction, representation and use other than as mentioned below, and in particular:

- Any adaptation, making available to the public at its request or otherwise, distribution, rebroadcasting in any form whatsoever, networking, public communication, whether free of charge or against payment, of all or part of the works, services, and all elements protected or likely to be protected by intellectual property law, reproduced on

the VISITME.Doctor Platform;

- Any link, access, modification, addition or deletion which relates to the automated processing system of the online edition and which modifies the conditions of publication or the editorial policy.  
Any breach of these obligations would constitute a punishable infringement, an intentional fault likely to render the Beneficiary liable to civil and criminal proceedings.

### 17.2 Databases

VISITME.Doctor is the producer and owner of all or part of the databases, their structure and content, making up the VISITME.Doctor Platform or produced as part of the implementation of the Services, subject to the rights held by its Partners, where applicable.

By accessing the VISITME.Doctor Platform, the Beneficiaries acknowledge that the data composing it or produced as part of the implementation of the Services are legally protected, and, in particular, they are prohibited from extracting, reusing, storing, reproducing, representing or retaining, directly or indirectly, on any medium whatsoever, by any means and in any form whatsoever, all or any qualitatively or quantitatively substantial part of the content of the databases appearing on the VISITME.Doctor Platform to which they have access, and from extracting or repeatedly and systematically reusing qualitatively and quantitatively non-substantial parts of the databases, when these operations clearly exceed the conditions of normal use.

### 17.3 Trademarks, Distinctive Signs and Logos

Unless otherwise specified, all trademarks used on the VISITME.Doctor Platform are the property of VISITME.Doctor, or its Partners, as the case may be.

Except with the express prior authorization of VISITME.Doctor or its Partners, any reproduction (total or partial) and use of these trademarks, whether figurative or not, belonging to VISITME.Doctor and its Partners render the Beneficiary liable to legal action.

### **Article 18 MODIFICATIONS TO THE GTCS AND CHANGES IN THE VISITME.Doctor PLATFORM**

VISITME.Doctor reserves the right to modify at any time these GTCS or the rules regarding the use of the VISITME.Doctor Platform, its Services and Content or the tool.

VISITME.Doctor also reserves the right to make changes to the VISITME.Doctor Platform, Services, tools and Content. VISITME.Doctor may make technical modifications without prior notice.

The Beneficiaries will be informed whenever a new version of these GTCS is put online on the VISITME.Doctor Platform and may be asked to accept them again.

In any case, the fact of continuing to use the VISITME.Doctor Platform after modifications have been made to the GTCS implies acceptance of the modifications to the GTCS.

Finally, VISITME.Doctor reserves the right to temporarily or permanently suspend the Beneficiaries' access to the VISITME.Doctor Platform, without delay or compensation of any kind.

### **Article 19 TERMINATION OF REGISTRATION**

#### 19.1 On the initiative of VISITME.Doctor

The Beneficiaries accept that VISITME.Doctor reserves the right to immediately terminate their access to the VISITME.Doctor Platform without prior notice or notice of default or compensation of any kind, upon expiry of the contract with the Partner, or in case of breach of any of the obligations described in these GTCS, or of the laws and regulations in force. Without limiting the foregoing, the following are in particular likely to justify termination of their registration:

- Infringements or violations of these GTCS;
- Failure to comply with a legal or regulatory provision in force;
- Unauthorized login attempt through fraudulent use of the system or theft of authentication details;
- A permanent impediment.

#### 19.2 On the initiative of the Beneficiary

The Beneficiaries may cancel their registration on the VISITME.Doctor Platform at any time by sending a request to the following email address: info@VISITME.Doctor.

They are informed that the termination of their registration on the VISITME.Doctor Platform will not result in the automatic deletion of their personal data. They will be retained in accordance with the requirements of the regulations in force, which they expressly accept.

Their attention is also drawn to the fact that at the end of this procedure they will no longer be able

to access the VISITME.Doctor Platform, Services and Content.

## **Article 20 APPLICABLE LAW**

These GTCS are governed by Belgian law.

The Beneficiaries acknowledge that, in general, any information disseminated over the VISITME.Doctor Platform is likely to be inconsistent or inappropriate outside the target population for the use of the VISITME.Doctor Platform.

In the absence of an amicable settlement, any dispute relating to the VISITME.Doctor Platform or its use will be submitted to the Belgian courts in French sections, regardless of the Beneficiary's place of residence.

## **Article 21 TRANSFER**

VISITME.Doctor may assign these GTCS at any time to a subsidiary or a successor, irrespective of the operation.

The Beneficiaries are informed and acknowledge that they are not authorized to transfer the rights which they have under these GTCS to a third party without the express prior authorization of VISITME.Doctor.