

## General Terms of Use

**GENERAL TERMS OF USE**

Welcome to the INVIVOX Platform, dedicated to connecting Healthcare Professionals with Institutions and Laboratories offering Content, such as Training, Smart Learning content (e.g. clinical cases), replays.

IST acts as a transparent platform operator that facilitates intermediation for medical training and related content by aggregating supply and demand for such services on the Platform but does not assume responsibility for the content of the information which is solely the responsibility of the professionals listed on the Platform and offering their Content to Users.

The purpose of these Terms of Use is to set out the contractual provisions governing your use of the Platform and all the related Services.

These Terms of Use, as well as the whole Platform, are available in French as well as in English by clicking on "Français" and then on "English" at the top of the homepage.

**IMPORTANT**

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**ANY USE OF THE PLATFORM FOR ANY PURPOSE WHATSOEVER IMPLIES UNRESERVED ACCEPTANCE BY THE USER OF THESE GENERAL CONDITIONS OF USE.**

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**ARTICLE 1. DEFINITIONS**

The terms used hereafter have the following meaning in these GTC:

**"Beneficiary"** means any Healthcare Professional and any person with a direct or indirect link to the healthcare industry, who logs into his or her Account using his or her Credentials and who accesses Content offered by the Provider via the Platform.

**"Account"** means the interface hosted on the Platform in which all the data provided by the Beneficiary or the Provider User is grouped. Access to the Account is made through the Credentials.

**"Terms of Use"** or **"ToU"** means this document which describes the general conditions applicable to the use of the Platform by Users.

**"Content Provision Terms"** means the contractual conditions governing Access to Content by the Beneficiary alongside the Provider.

**"Content"** means the Training Courses, smart learning materials created such as clinical cases, replays and, in general, any content that the Provider offers to Beneficiaries, free or not.



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"**Data**" means all information, text, logos, trademarks, animations, designs, photographs, data, hyperlinks, and generally all elements and content of the Provider published on the Platform according to the terms, form and conditions offered to it in the context of the Services.

"**Training Courses**" means all face-to-face or remote medical trainings offered by Providers to Beneficiaries via the Platform.

"**Credentials**" means the User's email and password on the Platform that allow access to the Account on the Platform. These Credentials are for the exclusive use of the User who is solely responsible for them.

"**Travel Partner**" means any IST partner who offers to organize all or part of a Beneficiary's travel in order to attend a Training Course.

"**Parties**" means IST and the User together or separately.

"**Platform**" means the online platform accessible at <https://invivox.com>, published and operated by IST. The Platform includes all the web pages, Services and functionalities offered to Users.

"**Privacy Policy**" means the document defining the terms and conditions for processing personal data implemented by IST on the Platform.

"**Provider**" means any natural or legal person listed on the Platform which offers, in the context of his professional activity, Content to of Healthcare Professionals.

"**Services**" means all the services agreed between the Parties herein.

"**Price**" means the amount of access to a Content, set exclusively by the Provider.

"**Healthcare Professional**" means any person practicing a profession listed in the International Standard Classification of Occupations (ISCO) (ILO 2008; WHO 2010), complying with the legal conditions of practice as defined by the relevant regulations and registered as such with the relevant bodies. Health Professionals also include interns and medical residents who can provide a certificate of schooling.

"**Listing**" means the making of Content available to the public by the Provider on the Platform.

"**Completion**" means the actual completion of a Training Course by the Beneficiary.

"**Booking**" means the act of reserving a Training Course by the Beneficiary with the Provider via the Platform.

"**Services**" refers to all services offered by Providers to Beneficiaries via the Platform, including Content.

"**User**" means any person who accesses the Platform, whether a Beneficiary, Provider User or mere Internet user.

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"**Provider User**" means any person who, alongside or on behalf of the Provider and under its the sole responsibility, accesses the Account using the Credentials provided by IST.

### ARTICLE 2. IST

In Situ Training, a French "société anonyme" with a capital of 288,014 euros, registered in the Bordeaux Trade and Companies Register under the number 813 123 486, whose registered office is located at 23, rue Eugène et Marc Dulout - 33 600 PESSAC (hereinafter referred to as "**IST**"), publishes and operates the software solutions accessible at <https://invivox.com/> (hereinafter referred to as "**Platform**").

For more information, please refer to our [Legal Notice](#), available at the bottom of each page of the Platform.

### ARTICLE 3. SCOPE

These ToS apply to all Services provided by IST to Users of the Platform.

In this respect, the Platform allows a Provider offering Content or sharing experiences and Beneficiaries wishing to access Content to be put into contact, follow Training Courses or share experiences.

In this respect, IST only grants Users an authorization to use the content of the Platform on a professional basis to the exclusion of any public dissemination without prior written authorization from IST and the Provider, where applicable.

### ARTICLE 4. TOS ACCEPTANCE

The use of the Platform's features and Services implies the acceptance of these ToS.

Thus, the User undertakes to read carefully these ToS when accessing the Platform and is invited to download, print and keep a copy of them.

It is specified that these ToS are referenced at the bottom of each page of the Platform by means of a hypertext link and can thus be consulted at any time.

### ARTICLE 5. TECHNICAL SPECIFICATIONS

By accessing the Platform, the User acknowledges that he/she has the necessary means and skills to use the Platform.

The equipment required to access and use the Platform is at the User's expense, as well as the telecommunications costs incurred by their use.

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### ARTICLE 6. ROLE OF IST

#### 6.1. Nature of IST's intervention

IST acts in a neutral, clear and transparent manner.

In this regard, IST assumes no responsibility for the availability of any Content or Training Courses or Service offer listed by the Provider on the Platform.

The information contained on the Platform is for informational purposes only and is subject to change without notice and is the sole responsibility of the Provider.

IST does not guarantee the accuracy or completeness of the information published by Providers on the Platform, nor does it assume any responsibility for the availability of the Content mentioned on the Platform.

The essential characteristics of the Services offered by the Providers are described in accordance with the information provided by them on the Platform.

Booking a Training Course or access to Content materialized by reservation or payment by the Beneficiary represents a contract between the latter and the Provider offering the Content. IST, as a transparent platform operator, is not a party to this contract and as such only acts as a facilitator of the Content provision service provided, in particular by securing the payment which will only be paid to the Provider after verification that the Training has been completed.

#### 6.2. Provider listing conditions

The Providers listed on the Platform are professionals with sufficient experience and expertise to offer quality Content.

They may be dereferenced in the event of a breach of a legal provision or a stipulation of the agreement concluded with IST.

#### 6.3. Providers and Content listing modalities

By default, Users access Content according to their nature.

As regards Training Courses, Users access first the face-to-face Training Courses, listed in chronological order, taking into account the date of the beginning of the Training Course, then in ante chronological listing order.

Other Content is presented in ante chronological listing order.

The User can also access the Providers, classified by category (individual trainers or Institutions), then by chronological order of Publication.

The User has the possibility to refine his search by using the filters provided or to carry out a specific search using the search tool provided.

**General Terms of Use****6.4. Financial relationship with Providers**

IST does not have any financial link or any legal dependency with any of the Providers that would influence the ranking or listing of the Content offered on the Platform.

**6.5. Payment and transaction management**

The amount invoiced and payable in cash by the User is the Price indicated on the detailed sheet of the Content.

Payment of the Price of the Content ordered by the User via the Platform is made by credit card, SEPA direct debit (when indicated) or bank transfer (when indicated).

Payment is made via IST's payment service provider.

The cards accepted for online payment on the Platform are: American Express Visa, Mastercard as well as other payment cards accepted by IST's payment service provider.

In the absence of payment of the full amount of the Price by the User, no Training Course Booking or granting of access to Content can be processed, nor considered as final.

**ARTICLE 7. SETTING AN ACCOUNT****7.1. Beneficiary Account**

Any User wishing to access Content via the Platform must create an Account by:

- Certifying that they are a Health Professional or working in the health sector;
- Entering their email address and medical specialty and a password.

IST reminds Users that registration as a Beneficiary is only possible if the User is a Health Professional or works directly or indirectly in the health sector as defined in Article 1.

After validation of his/her email, the User acquires the status of Beneficiary and can access the Content, and in particular proceed to Book any Training offered on the Platform.

Any Beneficiary may freely and without charge access the information visible and available on the Platform.

IST reserves the right, at any time after the creation of the Account, to carry out any useful check of the information provided by the Beneficiary and may, if it deems it necessary, suspend any Account that does not comply with the legal obligations and/or these ToS.

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### 7.2. Provider User Account

Any person with specific expertise who wishes to offer Content to Beneficiaries via the Platform must apply for Provider status on the Platform by sending an email to [contact@invivox.com](mailto:contact@invivox.com) in order to receive a commercial proposal or directly to the sales department.

If the commercial proposal is accepted, an agreement will be signed and an Account will be created, and the person concerned will then be considered a Provider.

As regards Provider Users, following validation of Provider status, IST will confirm that Provider User status has been obtained once all the information required to create a Provider Account - including the information required for payment of the Price - has been entered.

IST reserves the right to check the information provided by the Provider and Provider Users after the Account has been created and may, if it deems it necessary, suspend any Account in the event of non-compliance with legal obligations and/or these ToS and/or proven non-compliance with good medical training practices and medical ethics.

### 7.3. Credential management

The User is solely responsible for the use of his Credentials or actions taken through his/her Account.

Under no circumstances shall IST be held responsible for the usurpation of a User's identity. Any access and action carried out from a User's Account will be presumed to be carried out by that User.

Any loss, omission, misappropriation, or unauthorized use of a User's Credentials and their consequences are the sole responsibility of the User. In the event of theft, misappropriation or usurpation of User Credentials, the User must notify IST immediately by e-mail to [contact@invivox.com](mailto:contact@invivox.com).

### 7.4. Modification of User data

The update of the Credentials can be done via the Platform.

The User may modify any information provided at the time of the creation of the Account by accessing the settings of his/her Account on the Platform.

### 7.5. Deletion of the Account / Unsubscribing

The Beneficiary may at any time unsubscribe from the Platform and delete his/her Account by sending an express request to IST.

The deletion of the Account will only be effective once all Training Courses for which the Beneficiary has made a Reservation have been completed.

In the absence of an express request, the deletion of the Provider User's Account will take place at the end of the agreement between IST and the Provider.

**General Terms of Use****ARTICLE 8. PLATFORM SERVICES****8.1. Services for all Users**

Any User can access the Platform, access the Content listed as well as their details (e.g. date, price, location).

In addition, any User may access the blog, which lists content published by IST and concerning medical training in particular.

Finally, IST provides Users with a chat room to guide them on the Platform and answer any questions.

**8.2. Services for Beneficiaries***8.2.1. Access to Content and Booking of Training Courses with a Provider*

IST offers a Service of listing Providers' Content, including Training Courses.

In order to access any Content, the User must:

- Access the Platform;
- Search for the Content he wishes to access;
- Click on the registration button;
- If necessary, register or log in with his/her Credentials;
- Follow all instructions and provide the requested information.

Access to any Content, including Booking a Training, will only be effective following validation of the Beneficiary's Account.

During the above procedure, the following information must be provided by the Beneficiary:

- Full name;
- City and place of work;
- Telephone number (optional);
- RPPS/ADELI number (optional)
- E-mail address;
- Medical specialty.

Additional information may be requested from the Beneficiary depending on the proposed Content.

*8.2.2. Connection with a Travel Partner*

During or after the Booking of a Training Course, IST may propose the contacts of Travel Partners who can help them organize their stay during a Training Course.

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Beneficiaries are free not to contact a Travel Partner and to organize their stay themselves or through any third party.

In this context, the User acknowledges and accepts that IST acts as a third party and cannot be held responsible for any damage or dispute pertaining to travel organization with the Travel Partner.

### 8.2.3. Training Course Cancellation

In order to cancel a Booked Training Course, the Beneficiary must send an email to [valerie@invivox.com](mailto:valerie@invivox.com) as soon as possible indicating the name and date of the Training Course and his/her express wish to cancel attendance.

IST reminds the Beneficiaries that the time limits for cancellation free of charge and the financial terms of reimbursement are determined exclusively by the Providers in the Content Provision Terms.

### 8.2.4. Content Cancellation

For any non-paying Content, the Beneficiary acknowledges and accepts that it is not possible to cancel the order.

## ARTICLE 9. USERS OBLIGATIONS

### 9.1. Obligations applicable to all Users

When using the Platform, each User undertakes not to undermine public order and to comply with the laws and regulations in force, to respect the rights of third parties and the provisions of these ToS.

Each User commits to:

- Behave in a loyal manner towards IST and third parties;
- Be honest and truthful in the information provided to IST and other Users;
- Use the Platform in accordance with its purpose as described in these ToS;
- Not divert the purpose of the Platform to commit crimes, misdemeanors or any legal infringement punishable by the French criminal code or any other law;
- Respect the privacy of third parties and the confidentiality of exchanges;
- Respect the intellectual property rights of IST relating to the elements of the Platform and, where applicable, the intellectual property rights of other Users;
- Not to seek to undermine the automated data processing systems implemented on the Platform within the meaning of Articles 323-1 et seq. of the French Criminal Code;
- Not to modify the information published by IST or by another User;
- Not to disseminate data that has the effect of diminishing, disorganizing, slowing down or interrupting the normal operation of the Platform.



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In compliance with the legal and regulatory provisions in force and in accordance with the French law of 29 July 1981 relating to freedom of the press, the User undertakes not to disseminate any message or information:

- Constituting wrongful denigration of IST or Users;
- Contrary to public order and morality;
- Of an abusive, defamatory, racist, xenophobic or revisionist nature, or which is prejudicial to the honor or reputation of others;
- Inciting discrimination, hatred of a person or a group of persons because of their origin or their membership or non-membership of a particular ethnic group, nation, race or religion;
- Threatening a person or a group of persons;
- Of a pedophilic nature;
- Inciting to commit an offence, a crime or an act of terrorism or glorifying war crimes or crimes against humanity;
- Inciting to suicide;
- Allowing third parties to obtain directly or indirectly pirated software, software serial numbers, software allowing acts of piracy and intrusion into computer and telecommunications systems, viruses and other logic bombs and in general any software or other tool allowing to infringe the rights of others and the security of persons and property;
- Of a commercial nature (prospection, solicitation, prostitution...).

It is agreed between the Parties that any breach of this article may result in the temporary or permanent suspension of the User's Account.

The User also acknowledges that he/she must inform IST of any modification that occurs after his/her registration and that modifies the data collected by IST (in particular a change of professional address, a change in working conditions, etc.)

### 9.2. Obligations specific to Beneficiaries

The Beneficiary undertakes to use the Services offered by IST via the Platform within the limits of the conditions granted for this purpose by IST, namely use for professional purposes.

Any other use not expressly referred to herein may result in the exclusion of the Beneficiary and the prohibition of the latter from using the Services offered by IST, without prejudice to any proceedings that may be brought by IST against the Beneficiary for the purpose of compensation for the damage suffered.

### 9.3. Content review

Following Completion of a Training Course or access to a Content, if the Provider offering the Content or Training wished to maintain this feature, the Beneficiary may leave an online review of the Training Course or Content.

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Within one day of completion of a Training Course or accessing a Content, the Beneficiary may receive an e-mail from IST to express his/her opinion on his/her purchase experience, particularly on the quality of the Content.

A reminder will be sent seven days following the sending of the first email from IST.

This notice will be published and accessible on the page of the Content concerned.

IST has no control over the reviews left by the Beneficiaries.

Any User wishing to write to IST about a particular comment will be invited to contact IST in accordance with section 10.3 below.

Afterwards, and in the event of a relevant report, IST undertakes to delete a notice only if it:

- Does not comply with these Terms of Use;
- Contains offensive, defamatory, racist or illegal content.

### ARTICLE 10. IST OBLIGATIONS

#### 10.1. General principles

It is expressly agreed between the Parties that IST, considering that it acts as an intermediary, is subject to a general obligation of means and that it is not bound by any obligation of result or reinforced means of any kind.

Furthermore, it is the responsibility of each User to take all appropriate measures to protect themselves against the contamination of their data, software or hardware by viruses that may circulate through the application or the information published therein, and to manage the backups of downloaded files.

IST shall not be held responsible for problems of data transmission, connection or network unavailability.

In addition, IST may act as an agent of the Provider for the purpose of collecting the price of the Content offered by the Provider, which the Beneficiary acknowledges and accepts.

Finally, Users are informed that links to third-party websites may be present on the Platform. IST is not responsible for the sites to which it is referred and the User acknowledges and accepts that he/she accesses third-party websites under his/her sole responsibility.

#### 10.2. Availability

IST undertakes to do everything it can to make the Platform and its functionalities accessible 24 hours a day, 7 days a week, except in the event of force majeure or an event beyond IST's control and subject to any breakdowns or maintenance operations necessary for the Platform to function properly.

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However, IST shall not be held responsible for any disruptions, interruptions or anomalies that are not of its making and that affect transmissions via the Internet network and, more generally, via the User's communication network, regardless of the extent and duration thereof.

It is furthermore specified that IST reserves the right to temporarily interrupt access to the Platform or to suspend all or part of the Services for maintenance purposes, for the improvement and installation of new features, for auditing the proper functioning or in the event of malfunction or threat of malfunction.

Users acknowledge that IST shall not be held responsible, or considered to have failed in its obligations, for any delay or non-performance when the cause of the delay or non-performance is related to a case of force majeure as defined by the case law of the French courts.

### 10.3. Hosting

It is reminded that, with the exception of Content created by IST at the request of Providers, IST shall have the status of host within the meaning of Article 6. I. 2) of the French law of June 21, 2004 for confidence in the digital economy (hereinafter referred to as "LCEN Act").

In this respect, IST reserves the right to remove any content published by a User that has been reported to it and that it considers to be manifestly unlawful within the meaning of the aforementioned article.

Notification of manifestly unlawful content may be made by e-mail to the address [contact@invivox.com](mailto:contact@invivox.com) or by registered letter with acknowledgement of receipt to the address of IST's registered office, in the form prescribed by the aforementioned article.

In accordance with Article 6. I. 5° of the LCEN Act, the notification, to be valid, must include the following elements:

- The date of the notification;
- If the notifier is a natural person: full name, profession, address, nationality, date and place of birth;
- If the notifier is a legal person: its form, name, registered office and the body that legally represents it;
- The name and domicile of the addressee, a natural person or, if it is a legal person, its name and registered office;
- The description of the litigious facts and their precise location;
- The reasons for which the content must be withdrawn, including the mention of the legal provisions and the justifications of facts;
- A copy of the correspondence addressed to the author or publisher of the litigious information or activities requesting their interruption, withdrawal or modification, or the justification of the fact that the author or publisher could not be contacted.

For example, IST shall not be liable for any Data published by a Provider except in cases where IST:

- Has been recognized as the publisher of said Data;

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- Would have left accessible the aforementioned Data after having been notified of its manifestly illicit character within the meaning, and according to the terms, of the LCEN Act.

### ARTICLE 11. LIABILITY

#### 11.1. General principles

The Platform is offered “as is” and IST shall not be held liable in the event of damage resulting from the unsuitability of the Platform for a particular use or for the expectations and needs of the User.

IST shall also not be held liable for the use that the User makes of the information made available via the Platform, the User being and remaining solely responsible for the decisions he/she takes and the choices he/she makes.

The User expressly acknowledges and accepts that all Data and information obtained through the Platform are under his/her responsibility and that he/she is fully responsible for any damage to his/her Internet browsing system and for any loss of Data that may result from its downloading.

With regard to the information published on the Platform and concerning the Content presented and accessible on the Platform, the User is informed that the Provider accepts full responsibility and is the guarantor, with regard to the Beneficiary, for the proper conduct of the Training Courses and the correspondence of any Content in accordance with the information provided via the Platform.

IST declines all responsibility:

- In the event of temporary inability to access the Platform for technical maintenance or updating of published information. Users acknowledge that IST shall not be held liable in the event of malfunctions or interruptions in the said transmission networks;
- In the event of viral attacks, illicit intrusion into an automated data processing system;
- In case of abnormal use or illegal exploitation of the Platform by a User or a third party;
- In relation to the content of third-party websites to which hyperlinks on the Platform refer;
- In the event of non-compliance with these ToS attributable to a User.

In the event of abnormal use or illicit exploitation of the Platform, the User is solely responsible for any damage caused to other Users or third parties and for the consequences of any claims or actions that may result thereof.

Should the Content actually offered by the Provider not correspond to the information provided on the Platform, the Beneficiary must send a letter of complaint directly to the Provider with a copy to IST.

#### 11.2. Disputes between the Beneficiary and the Provider

IST draws the attention of the Beneficiaries to the fact that any dispute arising between a Beneficiary and a Provider in connection with the booking or completion of a Training Course or access to any Content shall be

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dealt with between them, IST remaining solely responsible for the performance of the Services described herein.

### ARTICLE 12. INTELLECTUAL PROPERTY

The User acknowledges IST's intellectual property rights over the Platform, its components and the Data relating thereto and waives the right to contest these rights in any form whatsoever.

All intellectual property rights, in particular copyrights, relating to the general structure of the Platform as well as to the texts, images, whether animated or not, photographs, sound, logos, slogans, graphics, software solutions, raw data and metadata generated as a result of the use of the Platform and any other element making up the Platform, remain the exclusive property of IST or their respective owners, subject to the elements protected by intellectual property rights and belonging to the Users.

Any representation or reproduction, exploitation, in whole or in part, commercially or otherwise, in particular any downloading, copying, reproduction, distribution, transmission, broadcasting, adaptation, translation of the Platform by any means and process or on any current or future medium without the prior written authorization of IST, is prohibited and may give rise to legal proceedings, in particular under the heading of counterfeiting, punishable by articles L.335-2 et seq. of the French Criminal Code.

In particular, IST expressly prohibits:

- Except with IST's prior and express consent, the extraction, by permanent or temporary transfer, of all or a qualitatively or quantitatively substantial part of the content of its database onto another medium, by any means and in any form whatsoever;
- Reusing, by making available to the public, of all or a qualitatively or quantitatively substantial part of the contents of the database, whatever the form;
- The reproduction, extraction or reuse, by any means, of the Data.

Any authorized use of the elements comprising or appearing on the Platform and belonging to IST must be made without distortion, modification or alteration of any kind.

The name INVIVOX is a registered European Community trademark under number 14365282.

IST grants a personal, non-exclusive and non-transferable license to Users authorizing them to use the Platform and the information it contains in accordance with these ToS, for the entire duration of the validity of the ToS and throughout the world.

The User grants IST a license to use, reproduce and represent the Data he/she provides for the purpose of publishing on the Platform for the entire duration of the validity of the ToS and throughout the world.

In this context, the User authorizes IST to modify said Data in order to comply with the Platform's graphic charter and/or to make it compatible with its technical constraints or performance.

**General Terms of Use****ARTICLE 13. PERSONAL DATA PROTECTION**

When operating the Platform, IST may collect personal data.

Users are invited to consult the Privacy Policy, accessible at the bottom of each page of the Platform, in order to benefit from all the information relating to the processing of personal data implemented by IST via the Platform.

**ARTICLE 14. CONTACT**

Any question or complaint concerning the use or operation of the Platform or concerning the Services may be made in the following ways:

- By the chat tool;
- By email to: [legal@invivox.com](mailto:legal@invivox.com);
- By mail to: In Situ Training - 21, rue Eugène et Marc Dulout - 33 600 PESSAC.

IST will answer questions from Monday to Friday, from 9am to 6pm.

**ARTICLE 15. VALIDITY OF THE ToU**

If any of the provisions of these ToU are declared null and void in accordance with a legislative or regulatory provision in force and/or a court decision having the force of res judicata, it shall be deemed unwritten but shall not affect the validity of the other clauses which shall remain fully applicable.

Such a modification or decision does not authorize the Users to disregard the present ToU.

**ARTICLE 16. MODIFICATION OF THE ToU**

These ToU apply to all Users browsing the Platform.

The ToU may be modified and updated by IST at any time, in particular to adapt to changes in legislation or regulations or in the Platform.

The applicable ToU are those in force at the time of browsing the Platform.

**ARTICLE 17. GENERAL PROVISIONS**

The fact that one of the Parties has not requested the application of any clause of these ToU, whether permanently or temporarily, shall in no case be considered as a waiver of the said clause.

In case of difficulty of interpretation between any of the titles appearing at the head of the clauses, and any of these, the titles will be declared non-existent.

**General Terms of Use****ARTICLE 18. APPLICABLE LAW JURISDICTIONS**

These ToU are subject to French law.

In the event of a dispute arising between IST and a User concerning the interpretation, performance or termination of these Terms and Conditions, the Parties shall endeavor to settle it amicably.

In such a case, the User is first invited to contact IST at the following address IST - 21, rue Eugène et Marc Dulout - 33 600 PESSAC.

In the event that an amicable agreement cannot be reached, the dispute that may have given rise to mediation will be referred to the courts of PARIS, except in the case of mandatory legal provisions or public order provisions to the contrary.