



Terms of Service

1. Subject

The purpose of the present general conditions is to define the terms and conditions of use of the services offered on the website simeoxconsult.com (hereafter: the "Services"), as well as to define the rights and obligations of the parties in this context.

They are accessible and printable at any time by a direct link at the bottom of the pages of the site.

They may be supplemented, if necessary, by specific conditions of use for certain Services. In the event of contradiction, the specific conditions shall prevail over these general conditions.

2. Operator of the Services

The company PhysioAssist ("PhysioAssist"), is a Société par Actions Simplifiée, registered in the RCS of Aix en Provence under the number 753 793 827, VAT number: FR26 753 793 827. Its head office is located at 31 Parc du Golf, CS 90519, 13593 Aix-en-Provence, Cedex 3, France.

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mail: contact@physio-assist.com

3. Access to the site and the Services

The services are accessible under the restrictions set out on the site:

To any natural person with full legal capacity to commit to these terms and conditions. Any natural person who does not have full legal capacity may only access the Site and Services with the agreement of their legal representative;

Any legal entity acting through a natural person who has the legal capacity to contract in the name and on behalf of the legal entity.

4. Acceptance of the general conditions

Access to and use of the Site are subject to acceptance of and compliance with these General Conditions of Use. By browsing the Site, regardless of the technical means of access and the terminals used, you are presumed to be aware of these GCU. This acceptance can only be full and complete. Any reservation in acceptance is considered null and void. The User who does not agree to be bound by these terms and conditions must not use the Services.

5. Registration on the site

The use of the Services may require the User to register on the site, by filling in the form provided for this purpose. The User must provide all the information marked as mandatory. Any incomplete

registration will not be validated.

The User guarantees that all the information he/she provides in the registration form is accurate, up-to-date and sincere and is not misleading.

The User is informed and accepts that the information entered for the purpose of creating or updating his/her Account is proof of his/her identity. The information entered by the User is binding upon validation.

6. Description of the Services

The User has access to the Services described on the site, in a form and according to the functionalities and technical means that PhysioAssist considers the most appropriate.

7. Free Services

The Services are provided free of charge (access to the contents, as well as the Simeox training).

8. Data

The User acknowledges and expressly accepts:

- (i) that the data collected on the site and on the computer equipment of PhysioAssist are proof of the reality of the operations carried out in the framework of the present;
- (ii) that these data constitute the only mode of proof admitted between the parties.

9. Obligations of the User

Without prejudice to the other obligations set out herein, the User undertakes to respect the following obligations:

9.1 The User undertakes, when using the Services, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order.

9.2 The User acknowledges that he/she has read the characteristics and constraints of all the Services on the site, particularly the technical ones. The User is solely responsible for his/her use of the Services.

9.3 The User is informed and accepts that the implementation of the Services requires that he/she be connected to the Internet and that the quality of the Services depends directly on this connection, for which he/she alone is responsible.

9.4 The User is also solely responsible for the relationships he/she may establish with other Users and for the information he/she communicates to them in the context of the Services. It is the User's responsibility to exercise due care and discretion in these relationships and communications. The User also undertakes to respect the usual rules of politeness and courtesy when dealing with other Users.

9.5 The User undertakes to make strictly personal use of the Services. The User shall not assign, license or transfer all or part of his rights or obligations hereunder to any third party in any manner whatsoever.

9.6 The User undertakes to provide PhysioAssist with all information necessary for the proper performance of the Services. More generally, the User undertakes to actively cooperate with PhysioAssist for the proper performance of the Services.

9.7 The User is solely responsible for the content of any kind (editorial, graphic, audiovisual or other, including the name and/or image possibly chosen by the User to identify him/her on the site) that he/she disseminates within the framework of the Services (hereinafter referred to as: the "Content").

He undertakes to ensure that the said Content is lawful, does not infringe public order, good morals or the rights of third parties, does not violate any legislative or regulatory provision and more generally, is not likely to bring into play the civil or criminal liability of PhysioAssist.

The User thus refrains from distributing, in particular and without this list being exhaustive

- pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, insulting, violent, racist, xenophobic or revisionist Content,
- infringing Content,
- Content that damages the image of a third party,
- Content that is untruthful, misleading or that proposes or promotes illicit, fraudulent or deceptive activities,
- Content that is harmful to the computer systems of third parties (such as viruses, worms, Trojan horses, etc.),
- and more generally Content likely to infringe the rights of third parties or to be prejudicial to third parties, in any manner or form whatsoever.

9.8 The User acknowledges that the Services offer an additional but not alternative solution to the means he/she already uses to achieve the same objective and that this solution cannot replace these other means.

9.9 The User is informed and accepts that the implementation of the Services requires that he/she be connected to the Internet and that the quality of the Services depends directly on this connection, for which he/she alone is responsible.

10. Guarantee of the User

The User guarantees PhysioAssist against all complaints, claims, actions and/or demands of any kind that PhysioAssist may suffer as a result of the breach by the User of any of its obligations or guarantees under these general conditions.

The User undertakes to indemnify PhysioAssist for any damage it may suffer and to pay all costs, charges and/or judgements it may have to bear as a result.

11. Prohibited behaviour

11.1 It is strictly prohibited to use the Services for the following purposes

- carrying out illegal or fraudulent activities or activities that infringe the rights or safety of third parties,
- undermining public order or violating the laws and regulations in force,
- intrusion into the computer system of a third party or any activity of a nature to harm, control, interfere with, or intercept all or part of the computer system of a third party, violate its

- integrity or security
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- the sending of unsolicited emails and/or commercial prospecting or solicitation,
- manipulations intended to improve the referencing of a third party site,
- aiding or abetting, in any form or manner whatsoever, one or more of the acts and activities described above,
- and more generally any practice that diverts the Services for purposes other than those for which they were designed.

11.2 Users are strictly prohibited from copying and/or misappropriating for their own purposes or those of third parties the concept, technologies or any other element of the PhysioAssist website.

11.3 The following are also strictly prohibited (i) any behaviour of a nature to interrupt, suspend, slow down or prevent the continuity of the Services, (ii) any intrusions or attempted intrusions into PhysioAssist's systems, (iii) any misappropriation of the site's system resources, (iv) any actions of a nature to impose a disproportionate load on the infrastructure of the latter, (v) any infringement of security and authentication measures, (vi) any acts which may prejudice the financial, commercial or moral rights and interests of PhysioAssist or the users of its website, and more generally (vii) any breach of these general terms and conditions.

11.4 It is strictly forbidden to monetise, sell or grant all or part of the access to the Services or to the site, as well as to the information hosted and/or shared therein.

12. Sanctions for breaches

In case of breach of any of the provisions of these terms and conditions or more generally, breach of laws and regulations in force by a User, PhysioAssist reserves the right to take any appropriate measure and in particular to:

- (i) suspend or terminate the access to the Services of the User, author of the breach or infringement, or having participated in it,
- (ii) remove any content posted on the site,
- (iii) publish on the site any information message that PhysioAssist considers useful,
- (iv) notify any relevant authority,
- (v) take any legal action.

13. Liability and Warranty of PhysioAssist

13.1 PhysioAssist undertakes to provide the Services diligently and in accordance with the rules of the art, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Users expressly acknowledge and accept.

13.2 PhysioAssist has no knowledge of the Content put online by the Users within the framework of the Services, on which it does not carry out any moderation, selection, verification or control of any kind and with regard to which it only intervenes as a hosting provider.

Consequently, PhysioAssist cannot be held responsible for Content, the authors of which are third parties, any possible claim having to be directed in the first place to the author of the Content in question.

Content that is detrimental to a third party may be notified to PhysioAssist in accordance with article 6 I 5 of the law n° 2004-575 of 21 June 2004 for confidence in the digital economy,

PhysioAssist reserving the right to take the measures described in article 12.

13.3 PhysioAssist accepts no responsibility for any loss of information accessible in the Personal Space of the User, who must save a copy and cannot claim any compensation for this.

13.4 PhysioAssist undertakes to carry out regular checks to verify the operation and accessibility of the site. In this respect, PhysioAssist reserves the right to temporarily interrupt access to the site for maintenance purposes. Similarly, PhysioAssist cannot be held responsible for difficulties or temporary impossibility of access to the site due to circumstances beyond its control, force majeure, or due to disruptions in telecommunications networks.

13.5 PhysioAssist does not guarantee to the Users (i) that the Services, subject to constant research to improve in particular the performance and progress, will be totally free of errors, defects or faults, (ii) that the Services, being standard and in no way proposed for the sole intention of a given User according to his own personal constraints, will specifically meet his needs and expectations.

13.6 In any event, the liability that PhysioAssist may incur under these terms and conditions is expressly limited to the direct damages suffered by the User.

14. Intellectual Property

The systems, software, structures, infrastructures, databases and contents of any kind (texts, images, visuals, music, logos, brands, databases, etc.) used by PhysioAssist within the site are protected by all intellectual property rights or rights of producers of databases in force. Any disassembly, decompilation, decryption, extraction, reuse, copying and more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorisation of PhysioAssist are strictly prohibited and may be subject to legal proceedings.

15. Personal data

PhysioAssist practices a policy of personal data protection, the characteristics of which are explained in the document entitled "Privacy Policy", which the User is expressly invited to read on the website.

16. Duration of the Services, unsubscription

The Services are subscribed to for an indefinite period.

The User may unsubscribe from the Services at any time, by sending a request to this effect to PhysioAssist by email, to the contact details mentioned in Article 2.

The unsubscription is effective immediately. It leads to the automatic deletion of the User's Account.

17. Changes

PhysioAssist reserves the right to modify at any time the present general conditions.

The User will be informed of these modifications by any useful means.

Any User who does not accept the modified general terms and conditions must unsubscribe from the Services in accordance with the procedures set out in Article 16.

Any User who uses the Services after the entry into force of the modified general conditions is deemed to have accepted these modifications.

18. Language

In the event of a translation of these general terms and conditions into one or more languages, the language of interpretation shall be French in the event of a contradiction or dispute over the meaning of a term or provision.

19. Applicable law and jurisdiction

The present general conditions are governed by French law.

In the event of a dispute concerning the validity, interpretation and/or execution of these general terms and conditions, the parties agree that the courts of Paris shall have exclusive jurisdiction to rule on the matter, except in the case of mandatory procedural rules to the contrary.

20. Entry into force

These general terms and conditions came into force on 23 April 2020 and were last amended on 23 April 2020