

# Conditions of Access and Use of the Site and Applications

## Warning to be read carefully

1. This document contains important information about the terms and conditions (hereinafter "Conditions") for accessing and using the site accessible at [www.imaios.cn](http://www.imaios.cn) (hereinafter "Site") and the applications, including but not limited to, e-Anatomy and vet-Anatomy available on Android and Apple Store (hereinafter "Applications"), which apply between the company that publishes the Site and the Applications and all the users of the Site and Applications (hereinafter referred to as the "User").

2. The Site and the Applications may only be used for informational purposes. The Site and the Applications are intended only for use by knowledgeable healthcare professionals and those who are already engaged in a training process, independent of the Site and the Applications, to become professionals.

The Site and the Applications can in no way answer the public's medical questions. They are not intended to replace the relationship between the patient and his health care professional or to replace his medical advice. The Site and the Applications have not been tested or approved for clinical use. They are not medical devices and are not certified as such. They may not be used as diagnostic tools.

In general, we recommend that you systematically seek the advice of your usual doctor before consulting any Internet sites and applications with medical content.

3. By accessing the Site or the Applications and their content, or by using any of the services offered on the Site and within the Applications, you fully and unreservedly accept these Conditions as defined below and you declare that you are bound by these Conditions for an indefinite period of time, whether or not you are a healthcare professional. They include various limitations and exclusions of liability, as well as a jurisdictional clause governing the handling of any dispute.

By accessing the Site or downloading one of the Applications, you acknowledge that you are aware of the Privacy and Data Protection Policy practiced by the Editor and accessible at <https://www.imaios.cn/en/privacy-policy>, on any page of the Site and within each Application. You declare that you do not object to this Privacy and Data Protection Policy implemented by the Editor.

4. These terms are subject to change at any time and without notice; they are systematically brought to the attention of any person accessing the Site or an Application by a link accessible on all pages of the Site and within each Application. We therefore thank you for regularly consulting these terms and their update.

If you do not accept all or part of the Conditions, you are requested to renounce all use of the Site and the Applications and to leave them.

5. These terms apply exclusively to your access to and use of the Site and the Applications; they do not alter the terms or conditions of any other agreement you may have with the Editor.

# **1 PRESENTATION OF THE SITE AND THE APPLICATIONS**

## **1.1 Description and objectives of the Site and the Applications**

Both the Site and the Applications are intended exclusively for an audience of knowledgeable healthcare professionals(hereinafter "User(s)"). They are designed for educational purposes and contain medical information (articles, illustrations, tools and other resources, etc.).

## **1.2 Origin of the Site and the Applications**

The Site and the Applications are published by the company IMAIOS (Shanghai) Information Consulting Co., Ltd. , Room 1578, Building 2, 1266 Nanjing West Road, Jing'an District, Shanghai, 200040, China (hereinafter referred to as the "Editor").

The director of the publication is Mr Denis Hoa.

## **1.3 Hosting of the Site**

The Site is hosted by AWS China (Ningxia) Region, operated by Ningxia Western Cloud Data Technology Co. Ltd. (NWCD).

## **1.4 Regular contributors**

All members of the IMAIOS team contribute regularly to the provision of medical information on the Site and the Applications, and in particular its managers:

Denis Hoa, Doctor of Medicine, graduate of the Faculty of Medicine of Montpellier, DES Radiodiagnostic et Imagerie médicale, Laureate of the Faculty of Medicine of Montpellier, Holder of a Master 2 Recherche en Radiophysique et Imagerie médicales, and

Antoine Micheau, Doctor of Medicine, graduate of the Faculty of Medicine of Montpellier, DES Radiodiagnostic et Imagerie médicale.

## **1.5 Financing of the Site and the Applications**

The Site is financed by the Editor and the Users' subscriptions. The Applications are financed by the Editor and by the integrated purchases made by the Users, the Applications being of freemium type.

The shareholders of the Editor have no direct or indirect link with the pharmaceutical industry.

# **2 ACCESS TO THE SITE AND APPLICATIONS**

## **2.1 Open access and registration**

### **2.1.1 The Site**

The Site is free and in free access. However, the Editor reserves the right to make access to all or part of the Site subject to payment, unilaterally and without prior notice.

Access to certain areas of the Site may be subject to prior registration according to a procedure explained on this occasion. If necessary, the Editor reserves the right to suspend, limit or refuse access to the Site, unilaterally and without prior notice, to any registered User (hereinafter "Registered User") who does not respect the Conditions.

### **2.1.2 The Applications**

The Applications (including but not limited to e-Anatomy and vet-Anatomy) each and individually are based on a set of instructions, programs, and rules. They are the expression of a unique source code created by the Editor.

Each of these Applications is an original software created by IMAIOS .

These Applications are more than the simple implementation of an automatic logic.

Each one has lines of programming, codes, a structure and language of development which are the reflection of creative choices and an intellectual contribution of the Editor.

The Applications are free and freely downloadable on the Android, Apple Store or other application platforms. However, some options are not free and the Editor reserves the right to charge for access to functions that are initially free, unilaterally and without notice.

## **2.2 Updating, interruption and availability of the Site and the Applications and their content**

The Editor may, at any time, modify or delete information made available on the Site and/or any Application. It reserves the right to interrupt, temporarily or permanently suspend or modify access to all or part of the Site and the Applications, in order to ensure maintenance, or for any other reason, without this interruption giving rise to any obligation or compensation. Access to the Applications may also be interrupted or suspended due to unilateral decisions by Android or Apple Store.

Product and service specifications are subject to change without notice. Furthermore, IMAIOS does not guarantee that the products or services that are listed online or on the Applications will be available at the time of your order.

## **2.3 Scope**

It is hereby expressly agreed that the granted access only allows the User to visit the Site and the Applications.

The User acknowledges that these Terms do not confer to the User any title of intellectual property rights (in particular as trademarks, designs or models) on the Site and the Applications.

# **3 SPECIFIC COMMITMENTS OF USERS**

By using the Site and the Applications, the User agrees in particular not to:

- share his credentials with another user, each account being for strictly individual use;
- disrupt or interfere with the security of the Site and the Applications and their Content, resources (servers or networks connected to or accessible through the Site);
- disrupt or interfere with the enjoyment of any other User;
- upload, post or otherwise transmit through or on any site any virus or other harmful file;
- transmit through or on the Site or the Applications any type of unsolicited mass email to persons or entities who have not agreed to be part of such mailings;
- attempt to gain unauthorized access to the Site or the Applications or portions of the Site or the Applications that are restricted;

- use the Site or the Applications to seek, provide or obtain specific medical advice, medical opinion or diagnosis;
- use the Site or the Applications to seek, provide or obtain answers and/or specific lessons applied to a specific health-related examination.

## **4 QUALITY AND USE OF THE INFORMATION PROVIDED**

### **4.1 Quality**

The Editor endeavors to take the greatest care in the quality of the information provided on the Site and the Applications and in their regular updating. However, the Site and the Applications may contain erroneous or inaccurate information, omissions or data published independently of the Editor's wish.

The Editor assumes no obligation to update the information available on the Site and the Applications.

The source of the data published on the Site and the Applications is explicitly mentioned with, if necessary, a hyperlink to this source. The date of the last modification appears clearly on the page of the Site or the Application concerned.

### **4.2 Usage**

The Editor particularly draws the attention to the fact that the information published on the Site and on the Applications remains only indicative and for educational purposes without any express or tacit guarantee of any kind, for the exclusive use of health professionals duly authorized to practice in France, China or in their country of origin and health students, with the exception of the Applications which may be intended for a wider public.

This information shall in no way replace the opinion of health professionals or be considered or interpreted as advice or a recommendation of any kind.

The User shall not under any circumstances use the Site or the Applications to describe a condition, make a diagnosis, decide on a treatment or make any medical decision in the treatment of patients.

The User is in any case the only one responsible for the use of the information made available to him. He is invited to use it with discernment and to use his own professional judgment to evaluate it. The Editor further advises the systematic consultation of other sources of information.

## **5 AVAILABILITY OF PRODUCTS OR SERVICES**

Any reference to an Editor product, application or service on the Site or the Applications does not imply that such product or service is or will be available in your country, where it may be subject to different regulations and conditions of use. This reference does not imply any intention on the part of the Editor to sell such product, application or service in the User's country. The Site and the Applications contain information on products and services that may or may not be available in all countries of the world. The User must ensure, prior to any use of the Site, the Applications or the products/services accessible via the Site and the Applications, that such use does not violate the laws of his country of residence.

The User is solely responsible for verifying whether the content of the Site, the Applications (or the products/services accessible from the Site or the Applications) complies with the legislation of the country from which he accesses the Site or the Application. The User is thus prohibited from using the Site or the Applications in a manner contrary to the legal, regulatory or ethical provisions applicable under the law of the country from which he accesses the Site or the Applications. The responsibility of the Editor or any other party involved in the creation and operation of the Site or the Applications shall not be engaged in case of non-compliance with the legislation of the country where the Site or the Applications are used.

## **6 LIABILITY AND WARRANTY**

### **6.1 Exclusion of liability and warranty of the Editor**

The Editor, its partners, its employees or any other party involved in the creation and operation of the Site and the Applications shall not be liable for any prejudice or damage, direct or indirect, of any nature whatsoever, resulting from the User's access, use, even partial, or interpretation of the information on the Site or the Applications.

### **6.2 Liability and warranty of the User**

The User guarantees and indemnifies the Editor, its partners, its employees or any other party involved in the creation and operation of the Site or the Applications against any action or claim from a third party due to the use of the Site or the Applications by the User or any harmful consequences directly or indirectly related to the use he makes of the Site or the Applications.

The User thus takes in charge the entirety of the damages to which the Editor, its partners, its employees or any other party implied in the creation and the exploitation of the Site and the Applications could be condemned as well as the legal expenses and the exposed fees.

## **6.3 Hyperlinks to third-party sites**

The Site and the Applications are likely to contain hypertext links to other Internet sites managed by third parties. However, the Editor cannot proceed to the regular verification of the quality of these linked sites. The Editor cannot be held responsible for the content of these sites, nor for the services offered on these sites.

In addition, a summary and/or a link to a third party site does not imply that the Editor approves the site or the products or services on these third party sites. It does not guarantee the accuracy of any content referenced in such third party sites and will not be liable for any damages or injury resulting from access to or inability to access such sites.

# **7 OWNERSHIP OF THE SITE, APPLICATIONS AND THEIR CONTENT**

## **7.1 Protection of the content of the Site and the Applications**

All intellectual property rights on the Site, the Applications and their content (hereinafter "Content") including texts, databases, software, applications, slideshows, logos, images, drawings, graphics, animated sequences, sounds, videos are the property of the Editor or third parties having authorized the Editor to use them.

The whole of this Content is thus protected by the French and international legislations in particular on the copyright, the designs and models law, the trademark law, the database law.

The names and brands mentioned on the Site and the Applications are registered trademarks of the Editor or its beneficiaries.

It is explicitly agreed that the granted access to the Site and the Applications shall not be interpreted as a license granted to the User on the intellectual property rights held by the Editor. Therefore, any reproduction, imitation and more generally any exploitation of these trademarks are prohibited.

## **7.2 Use of the Site and the Applications - License granted**

The Site and the Applications are intended exclusively for the personal and private use of the User.

The Editor grants the User a worldwide, non-exclusive, non-transferable, non-assignable, revocable license to use the Site and Applications for the duration of this Agreement and under the conditions set forth. The User acknowledges that the Site and Applications contain exclusive content, information, and materials that are protected by applicable intellectual property laws, in particular, copyright law. IMAIOS holds the intellectual property rights, including copyright, to the Site and Applications. The User acquires only a grant of rights, without any transfer of ownership.

The User is authorized to print or download the pages of the Site or print or take screenshots of the pages of the Applications under the following cumulative conditions:

- printing or downloading or, if applicable, printing or capturing, in a partial and reasonable manner (i.e. maximum 10% of the Site or the Application);
- no removal of any proprietary notices from the content, no modification of the content;
- use of printed, captured or downloaded information only for the personal and private use of the User, for non-commercial purposes;
- no public use, no distribution of printouts, captures or downloads.

Any other use (in particular any reproduction, representation, modification, adaptation, distribution for commercial purposes, lucrative or not) is strictly forbidden except prior express written agreement of the Editor.

The Editor being producer and owner of all or part of the databases present or used on the Site and the Applications, it is moreover strictly forbidden, for example, to extract and use all or part of the contents of the databases appearing on the Site and the Applications.

## **7.3 Hypertext links to the Site**

It is not permitted to set up direct links to documents or pages within the Site, except with the prior authorization of the Editor.

All links to the Site must be approved in writing by IMAIOS, except in the following case:

- the link is a text link to the home page of the Site and not to pages of the Site;
- the link must display the homepage of the Site in full screen and not in a frame;
- the appearance, position, and other aspects of the link must not create the false impression that an entity or its activities or products are associated with the Editor.

In any event, the Editor reserves the right to withdraw its consent for a link without cause or notice, at any time.

# **8 Miscellaneous provisions**

## **8.1 Duration**

The Editor may terminate, modify, suspend or interrupt any access and use of the Site or the Application. He may remove, modify any content of the Site or the Application. It may impose limits on certain features and services or restrict access to all or part of the Site or the Application without



notice or liability. The Editor reserves the right to terminate the authorization to use the Site, at any time and at its sole discretion.

## **8.2 Complaints**

All complaints and reports of any abuse (for example, concerning a contentious contribution on the Site's discussion forums) or infringement of intellectual property rights must be made in writing to the contact address mentioned below.

In case of infringement of intellectual property rights, the following information must be provided:

- Identification, contact details and signature of the owner of the rights claimed to have been infringed;
- Mandate, if any, of the owner's representative for the purpose of issuing the notice of infringement;
- Precise description of the elements that do not respect the rights of the said owner and whose removal from the Site or an Application is requested;
- Declaration confirming the accuracy of the information transmitted to the Editor.

## **8.3 Breach of the User**

The fact that the Editor does not take advantage of a breach by the User of any of the legal obligations or obligations referred to herein shall not be interpreted for the future as a waiver of the obligation in question and of the right to take advantage of this breach later.

If any provision of the Conditions is invalid under any law or any other rule of law, it shall be deemed unwritten, without invalidating the Conditions as a whole.

## **8.4 Applicable law and jurisdiction**

The Site and the Applications are designed in France. They are hosted in the PRC. The Conditions are subject to the application of the PRC law. In the event of a dispute concerning the application or interpretation of the Conditions or, more generally, the use of the Site and the Applications by any individual or legal entity, it is expressly agreed that the courts in Jing'an District, Shanghai where the Editor is registered shall have sole jurisdiction, even in the event of multiple defendants or third-party claims.

## **8.5 Contact**

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