

Terms and Conditions of Use for the NOMICS Website

Article 1: PURPOSE

The present '*Terms of Use*' aim to provide a legal framework for the terms of provision of services on the NOMICS website, <https://nomicscare.com/fr/>, hereinafter referred to as the '*Website*,' and their use by the '*User*.'

The Terms of Use must be accepted by any User wishing to access the Website. By accessing and using the Website, the User agrees to these Terms of Use ('Terms of Use') without any reservation and undertakes to comply with them.

- If the User does not accept the Terms of Use stipulated in this document, they must refrain from accessing the Services offered by the Website.
- NOMICS reserves the right to unilaterally modify the content of these Terms of Use at any time.
- If any provision of these Terms of Use is deemed unenforceable or contrary to a mandatory legal provision, such unenforceability shall have no effect on the validity or enforceability of the other provisions.
- These Terms of Use are specific conditions solely related to the use of the Website and must be supplemented, if necessary, by the [general terms and conditions](#), the [Cookie Usage Policy](#), and [Privacy Policy](#), which remain fully applicable to the legal relationship between NOMICS and the Users of the Website.
- The APIOS Platform (accessible notably through the '*My space*' tab) is subject to specific terms of use accessible directly from the platform itself.

Article 2: LEGAL NOTICES

The Platform is operated by SA **Nomics**, whose registered office is located in Belgium, at 4031 Liège, Rue des Chasseurs-Ardennais 4, registered with the Banque Carrefour des Entreprises under number 0477.566.335 (RPM Liège, Liège division).

Article 3: DEFINITIONS

The purpose of this clause is to define the various essential terms of the Terms of Use:

- **User:** this term refers to any person who uses the Website or one of the Services offered by the Website.
- **User Content:** data transmitted by the User via the Website.
- **Member:** the User becomes a member when he/she is identified on the Website.
- **User ID and password:** this is all the information required to identify a User on the Website (via the "*My space*" tab). The login and password enable the User to access Services reserved for people with access to the platform (see "*My Space*"). The password is confidential.

Article 4: ACCESS

The Website provides the User with free access to the following services (hereinafter the "*Services*"):

- A presentation of the solutions, products and services offered by NOMICS ;
- Access to relevant publications ;
- Access to the blog ;

- Access to the FAQ ;
- Access to the Apios platform (via "[My space](#)") ;
- Access to the NOMICS LinkedIn / Twitter page via the links available on the Website.

With the exception of access to the Apios platform, the Website is accessible free of charge from any location by any User with Internet access. All costs incurred by the User in accessing the Service (hardware, software, Internet connection, etc.) are at the User's expense.

NOMICS does everything possible to ensure access to the Website. However, this access may be interrupted, particularly in the event of maintenance and updates, breakdowns or other technical reasons.

The Company therefore declines all liability in the event of breakdowns, interruptions or errors on the Website, as well as for any consequences that may arise for the User or third parties. In this context, the User may never turn against NOMICS in the event of failure or difficulty or, in general, for any malfunction of the Website.

Article 5: INTELLECTUAL PROPERTY

The Website, including the texts, photos, structure, layout, graphic components, presentation, logos, software and all other possible elements contained in the Website, are protected by the intellectual property rights of NOMICS, its possible suppliers or partners. These intellectual property rights include, but are not limited to, copyright, neighbouring rights, database rights and trademark rights.

Other product or company names mentioned on the Website may be trademarks of their respective owners. Without the prior written authorisation of the rightful owner or NOMICS, the User is prohibited from modifying, copying, distributing, communicating, translating, broadcasting, reproducing, publishing, licensing, transferring or selling the information, software, products or services obtained from these sites. It is also forbidden to create derivative works from the aforementioned elements.

Article 6: LIABILITY AND FORCE MAJEURE

The sources of the information, products and Services presented on the Website are deemed reliable. However, NOMICS makes no warranties whatsoever as to the accuracy or currency of the information provided on the Web Site. The information provided on the Website is for information purposes only. The User therefore assumes sole responsibility for the use and interpretation of the information and content of this Website.

Users are responsible for keeping their login and password secret. Any disclosure of the latter, in whatever form, is prohibited. The User assumes all risks associated with the use and disclosure of his/her login and password. The Web Site declines all responsibility in this respect, even in the event of hacking of the User's account.

Any use of a Service by the User resulting directly or indirectly in damage must be the subject of compensation to NOMICS.

NOMICS undertakes to implement all necessary means in order to best guarantee the security and confidentiality of the data integrated on the Website. However, NOMICS cannot guarantee that the security and confidentiality of data is totally infallible.

NOMICS cannot be held liable in the event of force majeure or unforeseen circumstances.

Article 7: HYPERLINKS

The websites to which Users of the Website may be referred via hyperlinks remain the sole responsibility of the owners of these third-party sites (e.g. Twitter, LinkedIn, ... or the website of a NOMICS partner). NOMICS may never be linked to these hyperlinks or held responsible in any way whatsoever in this respect.

NOMICS declines all responsibility concerning the material and data of any nature whatsoever, contained in or disseminated on these Internet sites and concerning in particular the processing of personal data carried out

there. Indeed, the Company is only responsible for the processing of personal data carried out on its own Website, as mentioned in its [Privacy Policy](#)

Article 8: PERSONAL DATA

The information requested on our Website, in particular with a view to Member registration and access to "[My space](#)", is necessary and compulsory in order to access certain Services offered to the User.

The Website ensures that the User's personal information is collected and processed in compliance with (i) the European Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation - the "GDPR") and (ii) the Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data.

For everything relating to the processing of the User's personal data, the User is referred to the [Privacy Policy](#).

Article 9 : APPLICABLE LAW AND JURISDICTION

These Terms of Use are governed entirely and exclusively by Belgian law.

Any disputes relating to the performance or interpretation of these Terms of Use shall be settled by arbitration in accordance with the CEPANI rules, through an arbitrator appointed in accordance with these rules and sitting in the district of Liège (Belgium).

If arbitration is not used, any dispute relating to the existence, performance or interpretation of these Terms of Use shall fall within the sole jurisdiction of the courts of Liège (Belgium).