

## **1.- General**

### **1.1.**

The RHEUMAKIT portal at [www.rheumakit.com](http://www.rheumakit.com) (hereinafter called the " portal ") is managed and administered by the Belgian company DNAlytics SA, located Chemin du Cyclotron 6, B-1348 Louvain-la-Neuve, Belgium, whose company number is BE0844.973.235.

The information provided on the portal is only an aid to diagnosis and should not replace any medical advice.

The user declares having received from RHEUMAKIT all information and all the necessary guidance for using the portal. It is up to the user to acquire the human and computer resources necessary to ensure connectivity with the portal.

Thus, the user is solely responsible for IT and human resources it deems necessary to implement this.

Access to the portal is only permitted subject to acceptance of these Terms of Use that RHEUMAKIT is free to modify at any time by placing directly on the portal change notifications or links to such notifications.

Any notification may also be sent to the user by e -mail or postal mail.

Rules and additional guidelines will be considered an integral part of these terms and conditions. It is therefore advisable for the user to refer regularly to the latest version of these Terms permanently available at the following address : [www.rheumakit.com/en/terms\\_of\\_use](http://www.rheumakit.com/en/terms_of_use).

By accessing the portal, the user agrees to provide accurate, updated and complete information and ensure regular updates. Otherwise, RHEUMAKIT shall be entitled to suspend or terminate the account, or to deny access to all or part of the portal.

By registering on the portal, the user acknowledges and agrees that he is solely responsible for the utilisation to be made of his login / password. In case of doubt on the confidentiality of the password, it is up to the user to immediately notify, in writing only, RHEUMAKIT which will then make the necessary arrangements.

### **1.2.**

It is forbidden for the user to:

- post, upload, send, transmit by e-mail or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, for the privacy of others, hateful, racist or otherwise objectionable;
- view, display, upload, post or transmit any content that is contrary to international law;
- attempt to mislead other users by usurping the name or the corporate name of others;
- upload, post, transmit by e-mail or otherwise make available any Content that infringes any patent, trademark, trade secret, intellectual property or other proprietary rights of others;
- upload, post, transmit by e-mail or otherwise make available any advertising or promotional material unsolicited or unauthorized (including engaging in "spam" on the transmission of "junk mail", chain letters or any other form of solicitation) ;
- upload, post, transmit, email or otherwise make available any content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications. This list is not exhaustive;
- commit any action with a disruptive effect on the ability of other users to access the interface;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations applicable to networks connected to the interface;
- harass in any manner whatsoever another or several other users;
- collect or store personal data about other users.

## **2. – Warranties and Liability**

### **2.1.**

RHEUMAKIT guarantees that materials, services and features available to the user when used according to the specifications, are substantially consistent with generally accepted standards, and that the software and all elements created by RHEUMAKIT and made available to users respect the rights of others, and are not illegal.

RHEUMAKIT, in general, is under an obligation of means.

RHEUMAKIT shall in no event be liable for any direct or indirect damages incurred by the user in connection with the use of the portal and the information presented.

In the same spirit, under no circumstance shall RHEUMAKIT be held liable for any damage in one or the other of the following cases:

- lost opportunities or business revenues related to the operation or lack of operation or to the use or lack of use of the portal, or information contained therein or supposed to be contained therein;
- illegal or unauthorized intrusion of any third party on the Web server or RHEUMAKIT portal;
- introduction of a computer virus on the Web server or RHEUMAKIT portal;
- temporary congestion of bandwidth;
- interruption of internet service to a cause beyond the control of RHEUMAKIT.

The user accepts that the features / templates, etc. offered on the portal is subject to change. Thus, some features will be removed and others added, but the user may not consider access to a particular feature an acquired right.

Similarly, RHEUMAKIT alone will decide whether to include / remove a feature presented on the portal.

2.2.

RHEUMAKIT reserves the right at any time and for any reason whatsoever, to modify or discontinue temporarily or permanently all or part of the access to the portal and without prior notification to the user.

This shall also include, for example, the maintenance of the portal or major modification services and/or features available. RHEUMAKIT can not be held responsible for any direct or indirect damages related to a modification, suspension or interruption of access to the portal, for any reason whatsoever.

### **3.- Intellectual and industrial property**

3.1.

Information, logos, drawing, trademarks, designs, slogans, graphic charts, audiovisual content, etc. which are presented on the portal are protected by the law of intellectual and industrial property.

Unless expressly authorized to do so by RHEUMAKIT and/or the third party concerned, the user is not authorized to modify, reproduce, rent, loan, sell, distribute or create derivative works based in whole or in part on the elements present on the portal. It is therefore forbidden (and the user can not grant permission to any third party) to copy, modify, create a derivative work, or otherwise attempt to discover any source code, sell, assign, sub-license or transfer in any way whatsoever any right pertaining to the portal.

### **4.- Privacy**

4.1.

RHEUMAKIT treats user data confidentially and in accordance with national and international regulations on the protection of privacy with regard to the processing of personal data.

4.2.

The data gathered through the portal are included in the RHEUMAKIT files and will be handled for the purpose of user management, publications, features offered on the portal and to improve the quality of RHEUMAKIT services provided through the portal.

The RHEUMAKIT user has the right to request access to his data, rectification and deletion of these or limitation of the associated processing. In this respect, all its data are accessible on the portal.

The user has the right to object to the processing of his data, either by deleting his user account by contacting the Data Privacy Officer of DNAlytics (see mail address hereafter).

The user has the right to request a copy of his data from RHEUMAKIT and to provide this copy to another organization. To this end, the user will contact the Data Privacy Officer. A copy of the data will be provided no later than 30 days after receipt of the request.

The user has the right to lodge a complaint with the supervisory authority if he considers that RHEUMAKIT is not respecting his rights with regard to data processing.

The user data that is collected by RHEUMAKIT is the data that is present in the portal. This data is collected in order to be able to fulfil the service contract (see terms of sales) that exists between RHEUMAKIT and the user. This data may be transmitted to RHEUMAKIT's partner analytical laboratories, which are listed in the product information sheet.

User data will be processed as long as the user profile remains active in the RHEUMAKIT portal.

#### 4.3.

RHEUMAKIT may need to disclose personal user data on request by a legal authority or in good faith considering that this action is required to comply with any law or regulation. That would also be the case in case of trial against RHEUMAKIT to protect or defend the rights or property of RHEUMAKIT.

Finally RHEUMAKIT may be required to disclose such data to intervene, under extreme circumstances, in order to protect the personal safety of users of RHEUMAKIT, of RHEUMAKIT and/or the portal or the public.

#### 4.4.

DNalytics SA, whose registered office is located at Chemin du Cyclotron 6 in 1348 Louvain-la-Neuve in Belgium, will be considered as data controller for data processing related to portal user.

DNalytics SA, whose registered office is located at Chemin du Cyclotron 6 in 1348 Louvain-la-Neuve in Belgium, will be considered as a subcontractor for the processing of patient data that the user enters in the portal. To this end, the user is responsible for ensuring that he/she is in compliance with the legislation in force. As a processor, DNalytics SA will ensure that the legal notices are respected by the user, as far as possible and technically feasible.

All questions regarding the recording and processing of data can be asked to the Data Privacy Officer.

#### 4.5.

The Data Protection Officer may be contacted at the following e-mail address: dpo@dnalytics.com or by post, directly at the above-mentioned address.

## 5.- Cookies Policy

RHEUMAKIT developed this policy in order to inform the user about what is a cookie, what kind of cookies is used on this portal and how the user can manage them according to his interests.

When the user visits the portal for the first time, he is informed of the existence of cookies and of this "Cookies policy". During future visits by the user on this portal, he may consult this Cookies Policy at any time. By using this portal, the user agrees that RHEUMAKIT installs on his computer the cookies described below, unless the user has changed the configuration of his browser to refuse cookies.

### What is a cookie?

Cookies are small files that some platforms such as websites, can install on the computer of the user. Their functions can be very diverse: they can store navigation preferences, gather statistical information, allow certain technical features, etc. Sometimes cookies are used to store basic information about the browsing habits of the user or his computer to the point of being able to recognize him as appropriate.

Cookies are also used to manage the user's session, reducing the number of times it is necessary to enter the password or to adjust the contents of the portal to his preferences. Cookies may be "temporary", that is to say, they are cleared from the user's computer once he leaves the portal that generates them, or "persistent", it is to say, cookies that remain in the user's computer until a certain date.

### Why are they important?

Cookies are important and useful for the following reasons: from a technical point of view, they allow the websites to operate more smoothly and to be adapted to user preferences (eg, cookies store the language of the user or the currency of their country). In addition, they help those responsible for websites to improve their services through statistical information gathered by them.

### What kind of cookies use this portal?

RHEUMAKIT uses several types of cookies:

Cookies for internal use

These cookies are essential for the functioning of the portal, such as those that allow authentication or maintain the session of a registered user when navigating on the portal. Disabling these cookies prevents the proper performance of certain features of this portal.

#### Cookies for statistical analysis

These cookies are anonymous and allow RHEUMAKIT after treatment by RHEUMAKIT or by third parties, to quantify the number of visitors and statistically analyze the use of the services of this portal by the users. With this, RHEUMAKIT can study the browsing carried on the portal and improve the supply of goods or services offered by the site.

Both for internal use and for statistical analysis cookies, RHEUMAKIT uses:

Temporary cookies that expire in a day  
Permanent cookies that expire in one month  
Acceptance of the Policy cookies that expire in 6 months

#### **Warranties and cookies options**

The user can at any time access to his browser settings and enable or disable the use of cookies. Similarly, the user can remove the cookies stored after each session.

The user can also enable the "private browsing" mode and the browser stops recording the browsing history, passwords portal, cookies and other information of websites visited by the user.

The user can consult the "Help" section of his web browser.

#### **How can the user configure cookies?**

The user can allow to block or remove installed cookies on his computer using the configuration of options of his web browser.

## **6.- Governing Law and Jurisdiction**

Any dispute relating to the use of the portal and any dispute as to the validity, interpretation or execution of these terms of use will be subject to Belgian law and the exclusive jurisdiction of the courts of Brussels acting in French.