Terms and conditions of USE

The website www.hertoghemedicalschool.eu is provided by ARCHIMEDIAL S.A. (4 rue d'Arlon, L-8399 WINDHOF (Luxemburg) – Registration ID: N°RCS B 76.833; VTA LU 18382742– Phone n°: + 352621204289. Email: contact@hertoghemedicalschool.eu).

Use of this website www.hertoghemedicalschool.eu, including its services and products (hereinafter "the Site"), is governed by these terms and conditions ("Terms and Conditions").

Please review these Terms and Conditions. By using the Site you indicate your acceptance of the Terms and Conditions and agreement to abide by them. Any unwillingness to accept these Terms and Conditions will prohibit your use of the Site.

1. ACCESS

Access to the Site (including its services and products) is aimed at medical practitioners and health professionals. Access to the services and products provided by the Site requires creating a personal "user account" (see below under "2. User Account").

Access to the Site is permitted on a temporary basis, and ARCHIMEDIAL S.A. reserves the right to withdraw or amend any service and/or product provided on the Site without prior notice.

The Site (including its services and products) is for your personal use. You may not use the Site (including its services and products) for any illegal or unauthorized purpose and/or activity.

2. USER ACCOUNT

To create and maintain your user account, you must provide a valid email address, and any other required information. You are responsible for the information contained in your account and for any activity that occurs under your account. You must ensure that your account information remains accurate. Your account may only be used by one person or legal entity.

If you choose, or if you are provided with, a user identification code, password, or any other piece of information as part of ARCHIMEDIAL S.A. security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

ARCHIMEDIAL S.A. has the right to suspend or disable your account for any reason and at any time, including if in ARCHIMEDIAL S.A.'s opinion you have failed to comply with any of the provisions of these Terms and Conditions.

Should you decide you no longer want to use the Site (including its services and products), you can terminate your account by sending an email tocontact@hertoghemedicalschool.eu.

When ordering videos, books, products or other articles sold by ARCHIMEDIAL S.A. on this Site, you indicate that you accept the Terms and Conditions of Sales. Please read them carefully: view our full Terms and Conditions of Sales.

When using our E-learning services (including certifications) on this Site, you indicate that you accept the Terms and Conditions for these services. Please read them carefully: view our

full Terms and Conditions for Online Video Courses.

3. DISCLAIMER

The Site and its contents provide general information on medical conditions and treatments that are intended only for medical practitioners and health professionals. This information does not amount to any medical advice and should not be considered as such. Neither ARCHIMEDIAL S.A. nor Dr. Thierry Hertoghe or any other speaker or presenter will hold any responsibility for any medical advice given to anyone by any medical practitioner using this Site (including its services and products).

The Site and its contents are provided "as is". ARCHIMEDIAL S.A. provides no guarantees and makes no warranties or representations about:

- any aspect or part of the content of the Site (including, without limitation, any aspect of to the quality, accuracy, completeness, or fitness of the Site's contents for any particular purpose); or
- any content of any other third party website referred to or accessed by hypertext link through the Site.

ARCHIMEDIAL S.A. makes no guarantees that the Site is free from so called computer viruses. It is strongly recommended that you check for such viruses before utilizing the Site or any of its contents.

4. LINKS

Links to third party websites are for your convenience only. Such websites are operated and controlled by third parties, and their inclusion does not imply any endorsement or approval by the Site of the materials on such websites.

5. LIABILITY

ARCHIMEDIAL S.A. accepts no liability for any claims, penalties, losses, or expenses arising from: any reliance placed on the content of the Site; the use or inability to use the Site; the downloading of any materials from the Site; or any unauthorized access to or alteration to the Site.

You expressly understand and agree that ARCHIMEDIAL S.A. shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goodwill, use, data, or other intangible losses (even if ARCHIMEDIAL S.A. has been advised of the possibility of such damages), resulting from: (1) the use or the inability to use the service; (2) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained, or messages received or transactions entered into through or from the service; (3) unauthorized access to or alteration of your

transmissions or data; (4) statements or conduct of any third party on the service; (5) or any other matter relating to the service.

6. COPYRIGHT

The content of the Site (including, but not limited to, all texts, videos, documents, images, and artwork) is protected by copyright. The copyright is owned by HMS (Copyright ©2013 HMS All rights reserved).

You may view or download any part of the Site for private purposes, but you are not permitted, without permission from ARCHIMEDIAL S.A., to:

- store the Site, or any part of the Site, for any other purpose;
- print copies of the Site, or any part of the Site, for any other purpose;
- Reproduce, copy, or transmit the Site, or any part of the Site, in any way, for any other purpose or in any other medium.

All other rights which are not specifically granted are reserved.

7. PRIVACY POLICY

Please read our Privacy Policy for details of how we use information about you. > Privacy Policy

8. UPLOADING MATERIAL TO THE SITE

You are prohibited from posting or transmitting to or from the Site any material:

- that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- for which you have not obtained all necessary licenses and/or approvals; or
- which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in Luxemburg or any other country in the world; or
- Which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Site (including, without limitation, by hacking). ARCHIMEDIAL S.A. has the right to remove any material or posting you make on the Site if, in its opinion, such material is inappropriate or for any other reason whatsoever.

9. CHANGES

ARCHIMEDIAL S.A. reserves the right to amend or replace the Terms and Conditions at any time. If it makes any substantial changes it will notify you by posting a prominent notice on the Site.

10. JURISDICTION

The Terms and Conditions shall be governed by and construed in accordance with the Laws of Luxembourg and any dispute that may arise will be subject to the jurisdiction of the courts of Luxembourg.

TECHNICAL SUPPORT

Technical support is provided via email to support@hertoghemedicalschool.eu. Support is available in English or French.

ENQUIRIES

For all enquiries, please contact contact@hertoghemedicalschool.eu