



dokBody

GENERAL TERMS AND CONDITIONS OF USE

Revised on 05.31.2016

dokBody is a secure application service, created, published and operated by a French Simplified Joint Stock Company, DoYouKnow SAS, located at 314, rue Saint-Martin - 75003 Paris, France, registered with the Paris Register of Companies (RCS) under company number 817 448 756 and represented by its legal representative.

By viewing the website or the dokBody mobile application and/or by creating a free profile, the Member agrees to abide by the general terms and conditions of use as set out below.

1. DEFINITIONS

In order to permit these general terms and conditions of use for the dokBody Platform to be understood and interpreted, the following terms are defined as follows:

Member: Any person who has created a Profile on the Platform in accordance with the instructions set out in these general terms and conditions of use. Only Members are permitted to access the dokBody Service.

Platform: means the dokBody platform, which itself consists of the website located at www.dokbody.com and the dokBody mobile application.

Profile: means the permanent interface enabling each Member to gain access to the dokBody Service contained within the Site and/or the Application.

Publisher: means DoYouKnow SAS, the company that administers the Platform and the Service.

Service: means the dokBody service, which is a free, online service that allows Members to:

- Search for and obtain useful information about a doctor, pharmacy or healthcare treatment center based on selected search criteria;
- To identify nearby doctors, pharmacies or healthcare treatment centers via a geolocation engine;
- To issue and share recommendations;
- To benefit from additional information relating to a healthcare professional (doctor, pharmacy, or treatment center) and/or reviews left by other Members of the Service.

2. INTRODUCTION

The purpose of the Service is to provide free, practical, and useful information in relation to a large number of doctors, pharmacies and healthcare treatment centers such as hospitals, clinics, and laboratories, taking into account criteria selected by the Member, in order to facilitate a search for such professionals located near the Member via a geolocation engine and to allow the Member and the healthcare professional to contact one another.

The Service also allows information and recommendations relating to the above-mentioned professionals to be shared.

Use of the Service is free of charge for Members.

Notwithstanding the foregoing, services provided by the above-mentioned healthcare professionals are chargeable. The Service shall, to the extent possible and for information services only, refer to the charges applicable to the services provided by such healthcare professionals.

Nevertheless, the Service is unable to warrant the accuracy of such charges as indicated and such charges shall not in any event be contractually binding.

The Service is unable to warrant that all healthcare professionals who are available to provide the specialism sought by the Member, within the specified geographic area, will be listed.

The Service does not aim to direct the Member toward any particular healthcare professional but only, as far as possible, to distribute the most complete and practical information to its Members; the Member retains the right to choose a healthcare professional freely subject to any applicable laws and/or regulations. The Member is fully entitled to make use of the services of any healthcare professional listed via the Service or to decline to do so.

The Service is restricted to allowing patients and healthcare professionals (such as doctors, pharmacies and treatment centers) to contact one another. These general terms and conditions of use shall not in any event govern or otherwise apply to the relationship between Members of the Service and such healthcare professionals.

The Service solely permits, by means of the Platform, Members and such healthcare professionals to contact one another, without in any way controlling or monitoring the use to which the Service is put.

The Service is not intended to judge any medical procedure itself nor direct the User towards any healthcare professional. The Service does not provide health advice and is not, in any way, a substitute for a healthcare professional.

Moreover, the Service does not involve passing any judgement on any individual person in particular (whether a patient, doctor, pharmacist, surgeon or any other medical professional) but to share and/or recommend (or otherwise) personal medical experiences with Members of the community.

The Publisher informs the Member that despite all efforts to provide an excellent service, it does not have the technical or material capacity to verify the accuracy and veracity of accredited professional qualifications and health service providers referenced on its Platform.

3. MANAGEMENT OF PROFILES

The creation of a Profile on the Platform is restricted to persons with full legal capacity and other persons who have the authorization of a person in a position of parental authority.

In the absence of technical solutions allowing a Member's age to be authenticated, each Member is responsible for deploying adequate security measures allowing minor children to be protected and prevented from accessing the Service.

Only Members are able to access the Service.

The Member undertakes to refrain from using any pseudonym or any electronic mail address that could infringe upon any third party rights (including, without limitation, the use of any family name, nickname, or trademark of any third party, and/or the use of any works protected by copyright or similar intellectual property right) in any capacity or for any reason whatsoever.

The Member undertakes to provide, when creating his or her Profile, such true and accurate information as is necessary to identify him or her, and to produce, within a reasonable period, proof of identity upon simple request by the Publisher.

The mandatory or optional nature of any data that the Member is requested to provide shall be specified in the form for each data field. In the event that provision of such data is mandatory, the absence of such data shall mean that the Member's registration request shall not be processed.

Access to the Service and its use by the Member are subject to the unreserved acceptance of these general terms and conditions of use in their entirety, and such acceptance shall take the form of the Member checking the box labeled "I accept these general terms and conditions of use" upon creating his or her Profile.

Members shall have access to contributions made by other Members. Each Member shall be publicly identified by a username and an avatar.

In general terms, the Publisher reserves the right to create any Profile, including without limitation if the Publisher becomes aware, or is otherwise notified in any manner whatsoever and regardless of the particular field incorporated within the registration form, of any clear infringement of any third party rights, any assumption of a third party's identity or any inaccurate information.

Deletion of a Profile in such circumstances may result in the permanent prohibition, without prior notice of the former Member from registering for the Service.

4. PERSONAL DATA PRIVACY POLICY

The Publisher warrants that personal data shall not be transmitted to any unauthorized third party.

The Member is notified of the fact that, in accordance with the French Law Governing Information Technology, Data and Personal Freedom of January 6th, 1978 as modified in 2004, he or she is entitled to access, rectify, object to or delete any data relating to him or her, and that he or she may exercise this right by contacting the Publisher. For further information in relation to this Law, please visit the website of the French National Commission on Information Technology and Personal Freedom (CNIL) at www.cnil.fr.

The Member is further notified that personal data collected during the creation of the Profile shall be used solely in order to provide the Service and shall not be shared with any person other than the Publisher. The purpose of collecting such data is to allow the management of the Member's account and the provision of the Service. Such data may further be used in order to send notifications to the Member in the form of e-mails, alerts, or other types of message, and the Member shall agree to receive such notifications upon registration or at a later stage.

Personal data collected from the Member primarily takes the form of:

- Avatar
- Family name and given name
- E-mail address
- Date of birth
- Sex
- Username
- Four-digit security code allowing the Member to access the dokBody mobile application securely
- Password (not stored in unencrypted text)
- IP address (the virtual address of the Member's computer)

Such data is not intended to indicate, directly or indirectly, the Member's ethnic origin, political, philosophical or religious views, membership of any trade union, or any data relating to the Member's sexual life, and does not allow such information to be deduced.

Personal data may also be collected as part of a contest.

Such data shall not be used by the Publisher for commercial purposes and shall not be communicated to any third party other than those persons who are duly authorized to require the Publisher to disclose such information.

Tools for the purposes of managing the Profile offer the option of changing any personal information provided during creation of the Profile.

In order to change the e-mail address, which is used as a username, the Member must send an e-mail to the following address: support@dokbody.com.

Once the request has been submitted and received, it shall be processed without delay.

In order to request deletion of his or her account, the Member may access the “Profile” tab located in the Application, by clicking on the “delete account” button. Upon receipt of this request, the Member’s account shall be deleted without delay and shall therefore no longer be accessible.

A Member may further request that his or her contributions be deleted, failing which such contributions shall remain visible and publicly available.

A Member whose profile has been deleted shall no longer have access to the Service.

Moreover, the Publisher reserves the right to delete the Member’s Profile if the Member has breached these general terms and conditions of use.

The Profile may thus be deactivated, with immediate effect and without prior notice, on a temporary or permanent basis, without prejudice to any other right of the Publisher. A Member whose Profile has been deleted shall be entitled to request that all personal data provided during creation of the Profile also be deleted.

The Member shall also be entitled to request that his or her contributions be deleted. In the absence of such request, and subject to the Publisher’s sole discretion, the Member’s contributions shall remain visible and publicly available.

The Publisher also reserves the right to delete any contribution brought to its attention that manifestly breaches the provisions set out in these general terms and conditions of use and/or which is indicated to be illegal or in violation of any third party rights.

Moreover, at any time, any healthcare professional listed on the Service may expressly request his or her removal from the list of healthcare professionals that may be accessed via the Service.

Such request may be submitted by sending an e-mail to support@dokbody.com, specifying such person’s family name, given name, e-mail address and profession or by going to the Website www.dokbody.com and to formulate the request by clicking the link called “You are an healthcare professional?”. The request shall then be processed without delay.

5. MEMBERS’ CONTRIBUTIONS

5.1 Anonymity of the Member

It is expressly stated to be the case that Members’ contributions do not allow Members to be identified by other Members.

Members are publicly identified by a pseudonym and an avatar, which are indicated in front of the Member’s contribution.

5.2 Member’s Responsibilities

The Member is solely responsible for contributions and content of the Service submitted from the Member’s Profile.

The Member therefore undertakes to publish only contributions that do not infringe upon third party rights.

The Member further expressly undertakes solely to publish contributions based on proven, actual medical experiences (a medical appointment that was attended, a completed purchase, etc.). Any breach of this provision shall be subject to immediate deletion of the contribution without notice and may result in deletion of the Member’s Profile.

Contributions of any kind shall not in any circumstances entitle the Member to any remuneration from the Publisher.

By accepting these general terms and conditions of use, the Member acknowledges that he or she is solely responsible for data that he or she publishes or transfers and undertakes:

- to provide truthful, accurate information that is up-to-date at the time of submission;
- to respect the professional and medical confidentiality that applies to each patient and his or her healthcare professional;

- to refrain from providing any non-anonymized information that could be considered confidential or which may reveal any medical information of a confidential nature;
- to refrain from disseminating any ideas, opinions or information that may be defamatory, disparaging, insulting, obscene, violent, or otherwise generally contrary to any applicable law or regulation, the rights of any person, public order or morality;
- to refrain from disseminating any advertising or other commercial material (and any link to any website in competition with the Publisher may be deleted without notice and without any liability on the part of the Publisher);
- to refrain from posting any contribution that may be amount to defamation, passing off, or unfair competition;
- to refrain from making available or distributing any illegal, objectionable, or otherwise harmful information, programs or other content, such as viruses, pirated software or unauthorized copies.

Moreover, the Member has the option of creating and modifying a list of healthcare professionals directly from his or her Profile ("Favorites.")

The Member may share one or more healthcare professionals with a third party directly from each healthcare professional's page. When such information is shared from within the application, a notification is sent to the Member via his or her account.

When such information is shared by e-mail, within the scope of the "Share the healthcare professional's details" function, such sharing may disclose the e-mail addresses of third parties to the Publisher.

By disclosing such third party e-mail addresses, the Member warrants that he or she has obtained the express and informed consent from the owners of such addresses and accordingly, the Member shall release and hold harmless the Publisher in respect of any liability in relation to the use of such e-mail addresses in the context of sharing the details of a healthcare professional.

The Publisher undertakes not to use any third-party e-mail address for any other purpose than those required for the proper functioning of the Service.

The Member further agrees that any other Member may recommend one or more healthcare professionals to him or her from within the Service by means of an automatically generated code.

5.3 Notification of an abusive contribution:

The Publisher shall be entitled to organize each section, to highlight any particular content (whether in full or with the option of reading the entire contribution), and/or to delete any infringing contribution, at its sole discretion.

Notwithstanding the foregoing, the Publisher is not liable for contributions made by Members, and does not warrant the accuracy of any such contribution.

Furthermore, the Publisher does not warrant the accuracy, legality or trustworthiness of any content disseminated via the various spaces provided to Members for contributions.

Contributions are the property of their authors, express the thoughts of Members and the Member is solely and fully responsible for their publication.

Members' contributions are moderated by the Publisher prior to publication on the Platform (moderation before the fact).

Any Member may notify the Publisher of any manifestly erroneous and/or abusive content.

The highlighting of certain contributions, messages, or comments on the Platform shall not in any circumstances constitute an endorsement or approval of their content by the Publisher, nor shall it constitute an assumption of liability.

Moreover, the Publisher shall be entitled to moderate any published contribution after the fact.

6. SECURITY OF PERSONAL DATA

Within the scope of use of the Service, the Member acknowledges that he or she is aware of the characteristics and the limitations of the Internet as described below:

- Data transmitted via the Internet is not absolutely reliable or trustworthy from a technological standpoint, as it is transmitted over a series of different networks with different technical characteristics and capacities. Accordingly, it is impossible to guarantee that the Internet will function correctly at all times;
- Data transmitted via the Internet is not protected against possible misuse or misappropriation, and that transmission of passwords, security codes and any sensitive information of a more general nature is undertaken at the Member's own risk.

The Member is responsible for taking all necessary measures to protect his or her own personal data against contamination by viruses and/or attempted intrusions into his or her IT system by third parties via the Service.

In light of the foregoing, and in the full knowledge and understanding of the nature of the Internet, the Member hereby releases the Publisher from all liability in relation to any of the fault(s) and/or event(s) set out above.

The Publisher shall therefore not be liable for any loss or damage that Members may suffer as a result of any breach of confidentiality concerning any data during their transmission via the Internet until such time as such data has reached the Platform's servers.

The Publisher undertakes to maintain the security of Members' personal data and to use a range of secure technologies and processes in order to assist in the protection of such personal data against unauthorized access, use, or publication.

The Member undertakes to ensure the security of his or her password and access code, to refrain from revealing them to any other person, and to take into account the risks of access by third parties when his or her account is open on his or her cellphone or computer, having regard to the sensitivity of the data being entered.

The Member shall further implement appropriate information security techniques, including without limitation the implementation of antivirus software and a PIN code and/or password to enable screens to be unlocked due to the need to protect access to data held within the Service.

Moreover, the Publisher shall not be liable for the consequences of any voluntary publication by the Member of the Member's personal data in any interactive format or in any location accessible by the public.

7. LIABILITY OF THE PUBLISHER

The Member warrants that he or she has necessary skills, legal capacity and resources necessary to access and use the Platform, and that he or she has verified that the technical configuration in use is free from viruses and fully functional.

In the event that such warranty is not fulfilled, the Member accepts the risks and consequences of any loss or damage that may occur.

Opening of a Member's account in order to benefit from the Service is free of charge, notwithstanding which any fees for connecting to the network shall be at the Member's sole expense. The Publisher expressly disclaims all liability for any consequences suffered by the Member as a result of connecting to the Internet in order to use the Platform.

The Member acknowledges that he or she has been informed that the Service may not be available as a result of technical issues, issues relating to the structure of telecommunications networks, or technical difficulties.

The Publisher may suspend the Service in order to carry out maintenance and shall use its reasonable endeavors to notify Members in advance thereof.

The Publisher shall not be held liable, whether directly or indirectly, for any loss or damage caused to any Member or any third party due to the non-availability or malfunction of any of its services, regardless of the cause or duration of such non-availability or malfunction.

The Member is expressly notified that:

- Healthcare professionals identified by means of the Service do not necessarily represent an exhaustive list of all competent and available healthcare professionals providing the selected specialism in the selected geographic area;
- In no event does the Publisher warrant the competence of the healthcare professionals listed via the Service;
- Use of the Service shall not affect the liability and/or obligations of any healthcare professional with whom the Member may have made contact via the Service, and such healthcare professionals shall continue to be liable for their own professional activities;
- The Publisher shall not be held liable for any cancellation or non-availability on the part of the healthcare professional following contact with the Member via the Service.

ACCORDINGLY, THE PUBLISHER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN RELATION TO ANY INACCURACY, OMISSION, OR ILLEGALITY RELATING TO ANY CONTRIBUTION BY ANY MEMBER, AND FURTHER EXCLUDES ANY LOSS OR DAMAGE ARISING AS A RESULT OF OR IN CONNECTION WITH THE USE OF ANY CONTENT PROVIDED BY ANY MEMBER.

The Member is further reminded that the scope of the Service is limited to being a tool to allow potential patients to make contact with healthcare professionals.

Before going to see a specialist, it is strongly advised that patients should obtain the opinion of their treating physician.

Moreover, recommendations issued by Members reflect their personal needs and preferences, which are not necessarily the same for each Member.

Accordingly, recommendations and contributions highlighted on the Platform are subjective opinions that may not be shared by all Members.

THE PUBLISHER SHALL NOT BE HELD LIABLE FOR CLINICAL DECISIONS TAKEN BY A HEALTHCARE PROFESSIONAL WITH WHOM THE MEMBER HAS MADE CONTACT VIA THE SERVICE.

More generally, the Publisher shall not in any event be held liable for any consequences that may occur during or following any meeting or contact between a Member, a non-Member, and/or a healthcare professional as a result of the use of the Service.

The Publisher is the exclusive, worldwide owner of all intellectual property rights relating to the structure and content (excluding Members' contributions, as set out at Clause 5.3 of these general terms and conditions of use) and of all software contained in the website and the mobile application.

The Publisher and its legal representative are therefore the owners of the Platform and the Service, their technical and graphical components, any text, and any other element, with the sole exception of any content provided by Members themselves.

Content made available online on the Platform by the Publisher is the property of the Publisher, subject to the reservations set out above. The Publisher is thus the sole owner of all intellectual property rights relating to the Service, the Platform, its content and all database software used to enable its operation and use.

Use of the Service shall not give rise to any rights in favor of the Member in respect of any such element, subject to the rights relating to content provided by Members themselves.

As domain names represent prior art that may be enforced against trademark registrations, any registration of any literary and/or figurative mark identical or similar to the name of the Platform, or creating any risk of confusion in the minds of the public, shall constitute an infringement of the domain name previously registered or legally assumed by the Publisher or its legal representative, and without limitation, shall be deemed to be an act of unfair competition against the Publisher.

Any transmission and/or reproduction and/or use of the Platform and/or the Service, whether in whole or in part, by any means whatsoever, without the personal, express and prior authorization of the Publisher is prohibited and may result in legal proceedings.

Similarly, any graphics, presentations, illustrations, photographs, layouts, images, sounds and/or any other items of form or content featured on the Platform are the sole and exclusive property of the Publisher and re subject to the same restrictions on their use.

The Member therefore undertakes to refrain from reproducing and/or using all trademarks, logs and other distinctive marks featured on the Platform (including the website and the mobile application).

Any breach of these express provisions shall result in the breaching party and any other person engaging in infringing conduct being subject to the civil and criminal penalties prescribed by law.

Independent of the above-mentioned copyrights, the Publisher holds database rights in respect of the entire body of Members in accordance with Article L.112-3 of the French Intellectual Property Code.

8. AFNOR NF Z74-501 STANDARD

The Service fully respects the homologated French Standard AFNOR NFZ74-501 in relation to online consumer reviews - Principles and requirements relating to the process of gathering, moderating and rectifying online consumer reviews.

The AFNOR NFZ74-501 standard defines the entire set of requirements that apply to systems and tools implemented by the Publisher allowing Members' contributions to be processed in a trustworthy way. Processing covers the stages of gathering, moderating and rectifying such contributions.

8.1 Information

The Publisher hereby notifies the Member that operations involving the gathering, moderation and rectification of contributions are wholly independent of operations relating to the sale, marketing, and advertising of products that may be undertaken via the Service.

8.2 Member identification process

When the Member registers for the Service, the Publisher gathers the Member's personal information in order to be able to contact the Member for the purposes of verifying the authenticity of the Member's contribution.

The validity of the Member's e-mail address is also confirmed by sending a validation e-mail with a clickable link when the Member first registers for the Service.

8.3 Contributions

Members' contributions must contain the following elements:

- Identification of the author of the contribution by means of a pseudonym or otherwise;
- A time and date stamp applicable to the Member's contribution;
- Date of the clinical or medical experience;
- An overall numeric rating attributed to the clinical or medical experience;

And/or

- A step-by-step questionnaire;
- A rating for the clinical or medical experience;
- A description of the clinical or medical experience in a free text field in the form provided for that purpose.

The Member may describe the clinical or medical experience in his or her own words and language. In all circumstances, the Publisher provides the Member with the option of entering free text to describe his or her experience (with restrictions on the length of the text where required).

The Publisher shall ensure that the questions:

- Cover, to the fullest extent possible, the entire clinical or medical experience as a whole without in any way analyzing the medical opinion;
- Do not direct the review in one direction or another such that terms used shall be as neutral as possible.

8.4 The rating

Each Member shall evaluate the healthcare professional on the basis of four satisfaction criteria applicable to the medical or clinical experience on a scale from 0 to 10.

- General review of the clinic (welcome, comfort, and cleanliness);
- Waiting time and punctuality of the healthcare professional;
- Quality of listening and information provided;
- Recommendation to friends and family and the wider community.

The result is an average rating out of ten, which is the rating allocated by the Member to the healthcare professional.

The rating displayed on the healthcare professional's listing page will be the overall average from all published individual ratings.

The percentage shown on the professional's listing page will be the proportion of ratings higher than 5 out of 10 among all ratings published by Members.

8.5 Collection of information

All Members shall be able to leave a contribution at such time that they certify that they are basing their review on a provable medical or clinical experience that was attended by both the Member and the healthcare professional. Only individual, human persons may leave a contribution.

The contribution must be linked with a contactable author. The Publisher may therefore need to contact the Member for the purposes of verifying the Member's identity or the authenticity of the publication.

The Publisher draws the Member's attention to the fact that the Member warrants that the review relates to his or her own personal clinical or medical experience.

In order to be able to leave a contribution on the Platform, the Member warrants that:

- He or she is a natural person, and communicates details enabling the Publisher to identify the author or to contact the author personally where required. The Member agrees to be contacted in future for the purposes of verifying the Member's status.
- He or she personally experienced the medical or clinical appointment or treatment with the professional or healthcare facility to which the contribution relates;
- That he or she has reviewed and approved these terms and conditions of use;
- Is not subject to any conflict of interest.

In the event of any breach of these conditions, the Publisher shall be obliged to refuse the Member's contribution.

If the Publisher discovers anything that leads it to believe that a contribution is untruthful or incorrect, such contribution shall be resubmitted for moderation, which may result in the immediate deletion of the contribution. The Member shall then be placed under suspicion.

Analysis carried out during the collection of the contributions may make use, without limitation, of:

- Details gathered during the process of identifying the Member as a user of the website;
- The Member's behavior (frequency of submitting contributions, history of contributions, and location);
- Comparison of the rating allocated by the Member compared to the average;
- Examination of the language used in the contribution.

On the basis of such analysis, the Publisher shall be entitled to:

- Immediately trigger the process of moderating and rectifying any non-problematic content;
- Escalate the potentially problematic content to the Service's moderation team, which is charged with identifying and preventing the transmission of content originating from (without limitation):
 - o Persons who may have created multiple user accounts by submitting false information;
 - o User accounts or registrations automatically created by robots;
 - o By persons writing contributions with a view to causing harm to the reputation of the healthcare professional or facility;
 - o Any third party writing contributions in the name of an individual or company with a view to falsifying the reputation of the healthcare professional or facility;
 - o Any tool with a view to concealing, distort or otherwise obscure the identity of the author.

8.6 Moderation

All contributions are subject to the same moderation process without any distinction being made on the basis of their content.

The same moderation period applies to all contributions, whether they are favorable or unfavorable to the healthcare professional or facility.

Moderation shall be undertaken within a period of 24 hours from the date and time of submission of the content by the Member.

Moderation is carried out with the use of information technology tools and/or human individuals who are designated as moderators.

Automatic moderation is in place, without limitation, for:

- Textual content containing hateful, abusive or discriminatory language in the text box or in the Member's username or personal details;
- Any unintelligible content (such as meaningless character strings, or series of non-existent words).

The Member's contribution shall be published within a period of 24 hours from moderation. The Member shall then be notified, by e-mail or otherwise, of the publication of his or her contribution on the Platform.

8.7 Rejection of contributions

The Member shall be notified by e-mail as soon as his or her contribution is rejected. The Member shall thereafter be able to rectify the rejected contribution in order to resubmit it for moderation.

Members' contributions may be rejected, without limitation, for the following reasons:

- If the Publisher believes that it may incur civil or criminal liability as a result of the contribution;
- If the textual content contains insulting or obscene text;
- If elements relating to the Member's identity contain insulting or obscene content;
- If the textual content contains random characters or strings of meaningless words;
- If the content (text, documents, or images) does not relate to the subject of the rating;
- If the attributes of the contribution contain specific elements that amount to a conflict of interest;
- If the attributes of the contribution provide accurate elements designed to avoid unfair competition;

- If the text is poorly written to the extent of being unintelligible;
- If a Member submits an inappropriate comment on any other content or its author;
- If text intended for publication contains personal information, such as the family name or given name of individuals who are not public figures, a telephone number, a specific geographical address or an e-mail address;
- If the text contains a credit card number, social security number, bank account details or any other information that could lead to identity theft;
- If the text indicates that the Member did not attend the medical or clinical experience reviewed;
- If the text calls for legal proceedings;
- If the text is clearly spam;
- If the text refers to anything other than the Member's own medical or clinical experience.

The list of reasons given above is not exhaustive.

Any published and moderated contribution shall remain in publication for a minimum period of one year. Notwithstanding the foregoing, the Member shall be entitled to withdraw any publication at any time during the publication period.

Contributions shall expire upon deletion of the listing relating to the relevant healthcare professional or facility.

8.8 Reporting of reviews

It is possible to report a contribution as being inappropriate. Reports may only be made by Members of the Service who are logged in to the Platform.

In the event that a contribution is identified as illegal or inappropriate after moderation, the Publisher shall prioritize the deletion of the contribution without delay.

8.9 Right of reply

The Publisher allows to healthcare professionals the right to respond and comment any contribution depending on the respect of the Article 5.2. This right may be done by a third part web application. The way top proceed is describe in the FAQ section of the website, accessible at the following Internet address: <http://www.dokbody.com>.

9. COOKIES

The User is informed that during visits to the Platform, information relating to his or her navigation on the latter may be stored as 'cookie' files on his/her device (computer, tablet, smartphone connected TV, etc.).

Cookies used on the Platform are to identify the services and items that the User has visited, and, more generally, his/her behavior whilst browsing the site. This information is used to better personalize the content and services provided. However, they are not used to identify the User.

The User will be informed via a pop-up of the use of Cookies when he/she visits the www.dokbody.com website. By browsing the Site, the User consents to the installation of these Cookies on his/her terminal.

The User can oppose the registration of 'cookies' by configuring his/her browser connection settings. The Publisher cannot, however, guarantee the optimal functioning of the Platform if the User refuses to accept cookies.

Furthermore, in accordance with Article 5 of the French Deliberation of the CNIL n°2013-378 of December 5 2013 on adopting the use of Cookies and other tracers, as referred to in Article 32-II of January 6 1978, the period of validity for the registration of Cookies by the User is limited to 13 months, after which a continued use will presume to have been voluntarily accepted.

10. TERM AND CHANGES TO THESE GENERAL TERMS AND CONDITIONS OF USE

These general terms and conditions of use shall enter into force upon creation of a Profile by the Member.

These terms and conditions shall apply throughout such period as the Service is available online.

The Publisher reserves the right to modify these General Terms and Conditions of Use at any time. The Member has been informed of these and must accept these conditions in order to continue to fully use the Service provided.

Upon such modification, the applicable terms and conditions shall be those in force at the time that the Member logged in to the Platform.

The Member is therefore invited to review the latest versions of these general terms and conditions of use on a regular basis on this page, and ideally prior to each use of the Service.

11. APPLICABLE LAW

In the event of any dispute, each party undertakes to endeavor to reach an amicable resolution in the first instance.

If any dispute cannot be resolved amicably, French law shall apply.