

## GENERAL TERMS OF USE OF THE WEBSITE

Use of the Website "**The Heart Challenge**" (<https://hfeducationalgame.com/>) and of its sub-domains (jointly called hereinafter "the Website") is subject to acceptance of the present general terms of use (called hereinafter "TOU").

By logging into and using the Website, the Web user (called hereinafter the "User") acknowledges that it has examined the present TOU, declares that it accepts them without reserve, and undertakes to comply with them.

### 1. Purpose

This Website is intended to give access to the Users to quiz in order to improve and/or update their knowledge about heart failure and studies about Ivabradine.

It should be noted that we do not publish, and we do not supply services addressed at children.

In particular, **Servier International** makes available to the Users information in the field of health, in compliance with the specific legal and statutory obligations of pharmaceutical laboratories, and in particular with the provisions of the Public Health Code.

It is however hereby stipulated that the Website does not constitute a medical or remote health service system. Consequently, information which is placed in it cannot be considered equivalent to a medical opinion or diagnosis or take the place of a medical consultation with a health professional.

Similarly, this information cannot be interpreted as promotion or advertising for products, whether or not they are sold by **Servier International** or the legal entities in its group. For all information concerning one of these products, we invite the Users to contact directly the legal entity holding the marketing authorisation of the product in question.

### 2. Intellectual property

All the content available on the Website, including, non-restrictively, the texts, graphics, pictograms, images, photographs, illustrations, sounds, audio and video data, and the Website's tree structure, browsing plan and logos, the design and organisation of its headings, their titles, the databases, their structure and content, the trademarks (referred to hereinafter as "the Content") is the exclusive property of **Servier International**, and/or, if applicable, of its licensors or partners, and as such are protected by intellectual property law or by the provisions relating to image rights.

Only copying for private use is authorised pursuant to the French Intellectual Property Code.

Consequently, any commercial usage, representation, distribution, reproduction, adaptation, translation or transformation, whether total or partial, by any process whatsoever, of the Website and/or of its component elements, any sharing of the Website's Content, and any transfers to another Website without the prior, written authorisation of **Servier International**, is strictly prohibited, pursuant to the provisions of article L.122-4 of the French Intellectual Property Code.

All requests for authorisation for reproduction or representation of any Content in the Website must be sent to **Servier International**, at the following address: [contact@servier.com](mailto:contact@servier.com)

In addition, the trademarks and logos shown on the Website are registered trademarks and cannot be used without the express authorisation of their owner. This being so, the act of representing, reproducing, distributing and redistributing them, whether in whole or in part, on the basis of the elements of the Website, without the holder's prior, written authorisation, constitutes an infringement of copyright within the meaning of the provisions of articles L.713-2 and following of the French Intellectual Property Code.

In any event, the User undertakes to keep and to copy each mention of copyright or of property rights indicated in all elements of the Website which it uses.

### **3. Processing of Personal Data**

There is no processing of personal data on the Website.

### **4. Cookies**

All information related to the processing of cookies is defined in the ***Cookies Policy***.

### **5. Use of the Website**

Users undertake to use the Website:

- in accordance with its intended use;
- for private use, excluding all commercial or promotional activities, or activities for professional, promotional, marketing or commercial purposes;
- in accordance with copyrights and all other types of intellectual property rights, in particular by preserving each indication of copyright or of ownership right mentioned in all elements of the Website which it uses;
- without using a robot or any other automated means to access and use the contents of the Website, and without attempting to impede the Website;
- without attempting to copy it, to reproduce it in whole or in part, to make it accessible or to distribute it or to share it by any means whatsoever with unauthorised third parties.

In addition, the information supplied on the Website is non-contractual and cannot be considered to be offers for services or products.

Under no circumstances do they constitute an assertion, a guarantee or an undertaking by ***Servier International*** concerning the products and services which are shown in it.

The User is also informed that information published on the Website cannot be considered equivalent to medical advice and cannot be used in place of the advice of a doctor. Consequently, Users must under no circumstances use this information to establish a medical diagnosis or to recommend a treatment and must consult a health professional authorised to dispense medical care.

***Servier International*** cannot be held liable for any decision taken on the basis of any information contained in the Website, nor for any use which may be made of it by third parties.

It should also be noted that each user of the Website is responsible for taking all appropriate measures to protect and secure its own data and/or applications against any intrusion or contamination by any viruses present on the Internet.

## **6. Accuracy and comprehensiveness of Website information**

All information supplied to the Users on the Website is provided "as is", without any guarantee of any kind, whether expressly or tacitly, including, but not limited to, implicit guarantees of merchantable quality, aptitude for a particular use, or absence of infringement of copyright.

**Servier International** strives to ensure, as far as it is able, that the information distributed on the Website is accurate and up to date, when it is online.

However, it does not guarantee in any way the truthfulness, completeness, accuracy or comprehensiveness of the information and content made available to the Users on the Website, and reserves the right to amend or to correct, at any time and without notice, the content of information and documents published on the Website.

Consequently, **Servier International** declines all liability for any imprecision, inaccuracy, omission or modification relating to information available on Website, in particular in the event of a change of the statutory or legal provisions, and due to any damage resulting from a fraudulent intrusion by a third party, in particular when it could lead to a modification of the information made available on the Website.

With this regard, **Servier International** cannot be held liable for the content of the present pages, or for any use which may be made of it by the User, to wit in respect of all direct or indirect damage caused by access to or use of the Website by any party or, alternatively, due to it being impossible to log on to it.

## **7. Modification of the Website**

**Servier International** reserves the right to modify the content of the Website and the data or information accessible via the Website and the present General Terms of Use, in particular in order to comply with all new applicable standards, legislation and/or regulations, and/or to improve Website performance.

In this case the amended General Terms of Use shall come into force from the date on which they are online.

The User is therefore recommended to keep itself regularly informed of the Website's General Terms of Use.

## **8. Availability of the Website**

**Servier International** strives to keep the Website accessible to Users 24 hours a day, 7 days a week.

However, **Servier International** cannot guarantee the Website's permanent availability and accessibility.

This being so, **Servier International** reserves the right to cancel, restrict, suspend or temporarily interrupt partial or total access to the Website, to its functions, or to all or part of the services offered on the Website, at any time, without notice or compensation, for any reason whatsoever, and in particular for technical maintenance reasons, on occurrence of an event of force majeure or unforeseen accident, IT problems, difficulties relating to the structure of the communication networks, or of any other technical difficulties.

Notwithstanding all the means used by **Servier International** and its technical service-providers, the User is informed that the Internet network is not reliable, above all in terms of relative security in terms of data transmission, of unguaranteed continuity of access to the Website, of unguaranteed performance in terms of speed of data transmission, and of propagation of viruses. It is also stipulated hereby that the Internet network and IT and telecommunications systems are not error-free, and that interruptions and malfunctions can occur.

Consequently, **Servier International** gives no guarantee with this regard, and cannot consequently be held liable for any damage inherent to the said uses of the Internet network, and of the IT and telecommunications systems, in particular, although this list is not restrictive:

- poor transmission and/or reception of all data and/or information on the Internet;
- external intrusion or the presence of computer viruses;
- failure of all reception equipment or of communication lines;
- any other malfunction of the Internet network preventing satisfactory operation of the Website.

## **9. Liability of Servier International**

**Servier International** cannot be held liable for any direct or indirect damage, such as, although this list is not restrictive, all data losses or corruption, loss of programs, loss of profits, or operating loss, incurred by a User or any third party, resulting from access to the Website, from browsing on the Website, from the content of the Website, from use of the Website and of the Websites which are connected to it, or due to it being impossible to use the content, information and services offered via the Website by the Users.

In particular, **Servier International** declines all liability for damage of any kind whatsoever resulting:

- from a typographical or formatting error, imprecision, inaccuracy or omission relating to the information accessible on the Website;
- from a fraudulent intrusion by a third party having led to a modification of the information, documents or elements made available on the Website;
- from access by any party to the Website or from it being impossible to access it;
- from a failure, malfunction or incompatibility of the User's IT equipment;
- from an interruption of the networks providing access to the Website, from total or partial unavailability of the Website, resulting in particular from telecommunications operation;
- from the distribution or introduction of computer viruses, Trojans or worms, through the Website, which may affect the User's computer equipment;
- from credit given to any information derived directly or indirectly from the Website, from use of it, or from the use of a product to which it makes reference.

**Servier International** declines all liability, express or implicit, if use of the information on the Website infringes a patent, a copyright or a registered trademark.

## 10. User's liability

If content on the Website is distributed by the User, whatever the nature thereof, the latter undertakes not to commit any actions or make any remarks which are contrary to laws, public order or public decency, or which are offensive, defamatory or discriminatory in nature, or threatening towards a person or a group of persons, or which breach the provisions of copyright, image rights, the private life of other people, medical secrecy or secrecy of correspondence. It may be held liable for any breach of this undertaking.

In general, the User undertakes to act respectfully, in particular with regard to the other members of the Website.

The User is informed that in the event of a request by the competent authorities **Servier International** is authorised to transmit all login data allowing identification of the User, if the latter appears to be at the origin of illegal content or actions.

## 11. Hypertext links

The present Website may contain links to other Websites published by third parties.

The presence of a hypertext link leading to a third-party Website does not under any circumstances constitute an approval of the Website or of its content by **Servier International**.

**Servier International** exercises no control over these third-party Websites, and consequently declines any liability regarding the content of these Websites and any use which may be made of them by any User.

In addition, **Servier International** cannot be held liable as a consequence of information, opinions and recommendations made by third parties.

The User accesses and uses third-party Websites at its sole liability, at its own risk, and in accordance with the applicable terms of use on the said Websites.

Users are consequently advised to check the terms of use and the confidentiality charters of these Websites before providing them with personal information.

## 12. Applicable law

The present TOU are governed by French law, in respect both of the substantial rules and the formal rules. All disagreements shall be brought before the courts with jurisdiction of Paris (France).

Any application of the rules of conflict of laws which restricts full application of French law is consequently excluded hereby. Consequently, French law applies to all Users which browse the Website, and which use all or part of its functions.

In the event of a divergence between the information presented in the French version of the Website and that presented in the English version of the said Website, the information presented in the Website's French version shall take precedence.

### **13. Legal mentions:**

The Website <https://hfeeducationalgame.com/> is published by Servier International, a limited liability company with capital of 7995 Euros, registered in Nanterre Trade and Companies Register as number 321 357 865, having its registered office at 50 rue Carnot 92284 Suresnes Cedex, France, 01 55 72 60 00.

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