

GENERAL TERMS AND CONDITIONS - LIFEbadge

1. General Points

These terms and conditions aim at defining the conditions in which the company LIFEbadge S.A. provides personal pages on the Internet and, voluntarily public, repositories of personal health data (hereinafter referred to as the Service).

2. Description of the LIFEbadge service

The LIFEbadge card enables its owner (user) to create and manage their pre-structured personal health file and to publish this file on the Internet network via the website www.lifebadge.org

The user may also add, modify, remove any information that they deem to be important to any emergency services or to anyone coming to help, if this person can connect to the Internet network at the time of intervention. This consultation may also take place on a mobile using Internet Protocol via www.lifebadge.org

The number on the LIFEbadge card is a unique access code to the user's personal site. Only the holder of the card (on which the unique number is stated) may read the personal health file.

To modify their data, the user must, once connected to the Internet network, connect to their personal file via www.lifebadge.org and login using the password that was chosen when creating the account. This password must remain confidential, and is the only means of modifying the data. This password is encrypted; it is impossible for LIFEbadge to provide another one if lost by the user. As a result, data modification would be impossible.

The user's personal site remains available for the period of validity of the service intended when purchasing the card. After this date, the site will still be accessible but not editable, subject to the right of LIFEbadge proceeding with the removal of the site.

In the case a LIFEbadge card is lost or stolen, the user may transfer their personal file to another LIFEbadge file, providing a new card is purchased and they still have the number of the missing card AND the password.

The questions/answers in the pre-formatted LIFEbadge file are translated into several languages, with the exception of the text boxes to be completed by the user and the annexed files.

3. Recognition and acceptance of the LIFEbadge General Terms and Conditions

By accepting the General Terms and Conditions (by selecting "I accept") during the activation process of the personal file to which the purchased card is associated, the user accepts these General Terms and Conditions in their entirety.

LIFEBADGE may modify these General Terms and Conditions at any time; the users shall be informed via the general site www.lifebadge.org and have the possibility to maintain their site or, if the General Terms and Conditions no longer satisfy, to delete all data and terminate the use of their personal site; no reimbursement may be reclaimed by the user.

4. Responsibility of the user

The information from the personal LIFEBADGE file is gathered and communicated at the sole risk of the user who is also owner (or the legal guardian for minors or for a person requiring a guardian); any use of the information is under the sole responsibility of the person using that information and they must check the accuracy and pertinence of any data if necessary.

The company LIFEBADGE is not able to access the personal data of each user, and the use of unlawful documents (material with a pornographic or illegal nature, under copyright and for which the user does not have the right or signs or has a racist or xenophobic nature) is strictly forbidden, the user shall be solely responsible for any problem caused by the use of unlawful documents. LIFEBADGE has the right to destroy any site in violation of the law as soon as an official body informs it, and without any prior warning, nor indemnity.

The user thus pledges that the information entered:

- * respects the copyrights, patent rights, trademark rights, trade secrets, other rights of intellectual property
- * does not violate any law or regulation (including, and without limitation, those governing the control of exports, consumer protection, disloyal competition, discriminatory practices or misleading advertising)
- * is not defamatory, slanderous or malicious

The user is the sole responsible for the use of the LIFEBADGE service, the LIFEBADGE card and the data thereof. In the case where inappropriate use may cause physical and/or moral damage of any kind, the company LIFEBADGE cannot be held responsible.

5. Responsibility of LIFEBADGE

The company LIFEBADGE is responsible for the LIFEBADGE general site and the framework of the personal sites; in no way is it responsible for data introduced by the users in their personal file, nor the use thereof.

The company LIFEBADGE undertakes to maintain the availability of the personal sites as far as possible. In the case of a force majeure or fortuitous event (natural disaster, terrorism, the unforeseen, without this list being of an exhaustive character) causing the personal files to become completely or partially, definitively or temporarily unavailable, LIFEBADGE shall not be liable to pay any compensation nor held liable in any way whatsoever.

Regarding the security of the LIFEBADGE service:

* The communication between the user's computer and the LIFEbadge servers when consulting or modifying the data are secured using SSL technology, which guarantees encryption and authentication of the LIFEbadge service.

* The LIFEbadge servers are hosted by a third-party expert in its NOC (Network Operating Center). Physical access to these servers is not possible without prior agreement from LIFEbadge.

* Different security measures (generation of false files, various encryptions...) were implemented during the design of the LIFEbadge system to prevent access and fraudulent use of users personal data. Despite these measures, the company LIFEbadge cannot be held responsible in any way for any theft of personal data and/or fraudulent use which may take place of the gathered data.

LIFEbadge shall do its utmost to keep the service operational. However, this is an obligation of means, and LIFEbadge does not guarantee uninterrupted operation and/or assure the continuity of the Service. In this respect, the responsibility of LIFEbadge cannot be questioned in the case of possible faults or damage (cost, loss of profit, loss of data, direct or indirect damage) that may arise from the use of the Service by the user, or the impossibility to have access.

6. Rights of the user

The user is the only person authorised to manage their LIFEbadge personal site.

All data or information placed in the user's LIFEbadge personal file is deemed to be voluntarily made public by the user.

The user may, at any time, delete the information that they shall place in the file, provided that the user still knows the access code and password.

Attention: in accordance with the law on the protection of privacy, the user still has the right to withdraw their consent; if the secret access code has been lost, the user may ask LIFEbadge to remove all concerning information.

The password is created and may be changed by the user, the company LIFEbadge is not able to provide the user with another password if lost.

7. Enquiries and complaints

Any enquiries, complaints or comments may be sent by e-mail to info@lifebadge.org

8. Respect of privacy

The information held in a LIFEbadge personal file is the property of the user and only the user can modify it.

No use of a scientific, commercial or marketing nature may be made of the information held in the personal files that LIFEbadge stores on its servers on behalf of its users.

Cookies used for the identification of the user are not permanent, and are removed when closing the web browser used to access or modify the personal file or upon disconnecting the latter.

In accordance with the law regarding the protection of privacy , the user is informed that the information collected within the service is exclusively that which the user agrees to make public. The user has, in the definition of the concept of LIFEbadge, a right to access, modify and delete their data.

9. Applicable law

These General Terms and Conditions are subject to Belgium law. In the case of dispute over their interpretation or execution of one of the provisions and where an amicable solution cannot be found between the parties, the Liege courts (Belgium) will have sole jurisdiction.