

NEXAKILI TERMS AND CONDITIONS

1. Validity of the Terms of Use

Welcome to nexakili.com. The website is owned and operated by Nexakili SAS, a France based business with operations around the world. The website and materials are designed to comply with relevant laws and regulations. This is a binding agreement ("Agreement") between Nexakili SAS and its affiliates and you ("you" or "your" or "the user"). This Agreement governs your use of the website (www.nexakili.com), including, without limitation, all content such as text, information, images, Nexakili branded products such as, pages, groups and conversations, software and other information, services and materials and all information made available to you or by you through this site by Nexakili and/or third parties. By registering as a member of Nexakili, you agree to these terms of use. Deviating conditions of the user, which contradict these general terms of use, do not apply.

2. Subject

1. Nexakili offers registered users a medical and scientific communication platform for the professional exchange of knowledge. The use of the Nexakili platform granted within the scope of this Agreement is free of charge.
2. Nexakili operates this platform technically and administratively and provides editorial content. Nexakili assumes no responsibility for the legality, correctness and completeness of the content posted by users, customers and partners.
3. Nexakili reserves the right to change the services offered on the Nexakili websites or to offer different services.

3. Registration

1. The use of the services of the Nexakili websites requires the user to register. Registration is free of charge for the user.
2. The user assures that he/she is a health professional, scientist, engineer or technologist at the time of registration. The possibility of using the Nexakili web pages within the scope of this Agreement is linked to the fact that the user is an approved member whose profession falls under one of these pre-defined categories.
3. The user is obliged to provide all the data given during registration truthfully and completely. The use of Nexakili web pages, in particular the writing of contributions, can not take place under a pseudonym. The email data is only known to Nexakili. On the Nexakili websites, the email data will not be visible to other users at any time, unless the user allows it. The data is stored and used in accordance with our Data Protection Declaration, regularly updated in keeping with legal requirements.
4. Upon registration, the user receives access data and chooses a password. The user is obliged to keep the password secret. It is prohibited to make the access data available to third parties.

5. By completing the registration process, the user offers to respect the contract for the use of the services of the Nexakili websites. Nexakili accepts this offer by activating the user for the services of the Nexakili websites. By this acceptance the contract between the user and Nexakili is formalized.
6. Each user may only register once and only create one user profile.

4. User obligations

1. The user is obliged to:
 - a. give only true information in the registration profile.
 - b. notify Nexakili immediately of any changes to the data provided during registration, in particular changes regarding loss of a professional license.
 - c. transmit only such photos and videos to Nexakili for which the user has ensured that the public reproduction of the photos transmitted is permitted. The photos and videos submitted by the user may not contain company logos. The user undertakes to make identifiable persons anonymous on photo and video material.
 - d. respect the terms and conditions of the current Privacy Policy and the User Agreement. This includes respecting all intellectual property rights which may belong to third parties (such as photographs).
 - e. observe the applicable laws and all rights of third parties when using the contents and services on Nexakili.
 - f. respect certain obligations toward other users on the Nexakili platform with whom you will be communicating. Certain obligations are imposed by applicable laws and regulations, and others have become commonplace in user-friendly communities of like-minded members, such as Nexakili.
2. The user is prohibited from:
 - a. using offensive or defamatory contents, regardless of whether these contents concern other users, Nexakili employees or other persons or companies.
 - b. providing information to Nexakili and /or other users which you believe might be injurious or detrimental to your person, professional or social status.
 - c. using pornographic content or content that violates youth protection laws or to advertise, offer or distribute pornographic products or products that violate youth protection laws.
 - d. downloading or otherwise disseminating any information which may be deemed to be injurious, defamatory, violent, offensive, racist, sexist or xenophobic, or which may otherwise violate the purpose and spirit of Nexakili and its community of users.

- e. using legally (e.g. by copyright, trademark, patent, design patent or utility model law) protected contents or names/indicators without being entitled to do so.
- f. engaging in or promoting anti-competitive activities, including progressive customer advertising (such as chain, snowball or pyramid schemes).
- g. soliciting, scamming, spamming or harassing other users unreasonably.
- h. implementing and/or promoting structural marketing measures (such as multi-level marketing or multi-level network marketing), or other offensive or sexually-oriented communication (explicit or implicit).
- i. using mechanisms, software or scripts in connection with the use of Nexakili websites (in particular the display of multiple contributions for the purpose of local storage (spiders))
- j. distributing or publicly reproducing the contents of the Nexakili websites or of other users.

Any violation of these guidelines may lead to the immediate restriction, suspension or termination of the user account by Nexakili, at our sole discretion, as we take these principles seriously and consider them to be the basis on which our users adhere to the Nexakili website and the services which it offers.

3. The user indemnifies Nexakili from all claims asserted by other users or third parties against Nexakili due to violation of their rights by content posted by the user on the Nexakili web pages or due to other use of the Nexakili web pages, unless the user is not responsible for the violation of rights. The user bears the costs of the necessary legal defense of Nexakili including all court and lawyer costs in the legal amount. The user is obliged to immediately, truthfully and completely provide Nexakili with all information necessary for legal defense in the aforementioned case of a claim.

5. Termination of the contract

1. The user can cancel the free membership at any time without giving reasons. Cancellation is made via the profile page on the Nexakili website. When cancelling the contract, the email address and password of the user registered on Nexakili must be stated. The exercise of the right of termination remains unaffected.
2. Nexakili can terminate the membership of the user at any time without notice if there is an important reason. An important reason exists in particular if the continuation of the contractual relationship is unreasonable for Nexakili taking into account all circumstances of the individual case and considering the interests of Nexakili and the user. Important reasons include (but are not limited to):
 - a. Non-compliance with legal regulations by the user
 - b. Violation of the user's contractual obligations, in particular from sections 4.1 and 4.2 of this Agreement

- c. The user repeatedly violating the advertising prohibition
3. Nexakili can terminate the contract of use at any time by giving 14 calendar days' notice without giving reasons:
 - a. Non-compliance with legal regulations by the user
 - b. Violation of the user's contractual obligations, in particular from sections 4.1 and 4.2 of this Agreement
 - c. The user repeatedly violates the advertising prohibition

6. Responsibility for User Content, Data and/or Information

1. It remains the user's responsibility to ensure that login credentials (e-mail and password) are kept confidential. Nexakili will not be liable for any unauthorized use of the user's account, which includes unauthorized use of the user's email address and password.
2. Nexakili assumes no responsibility for the content, data and/or information provided by the users of the Nexakili websites or for content on linked external websites. In particular, Nexakili does not guarantee that these contents are true, fulfil a certain purpose or can serve such a purpose.
3. If the user notices an illegal or contract-violating use of the Nexakili websites (including the use of deceptive identities or unlawful access), he/she can and should report this to Nexakili via the contact page.
4. Nexakili reserves the right to delete user contributions that constitute a violation of the provisions in sections 4.1 and 4.2 of this Agreement.
5. Nexakili only carries out a limited check of the data stored during registration, as the identification of persons on the Internet is only possible to a limited extent. Despite various security precautions, it is therefore not excluded that incorrect data may have been stored for a user account. Nexakili does not guarantee the actual identity of a user (e.g. the actual existence of an approval/license to practice).

7. Liability and warranty of Nexakili

1. Nexakili is not liable for damages resulting from injury to life, body or health without restriction. Claims for compensation against Nexakili (including its agents) for other damages - on whatever legal grounds - which presuppose slight negligence only exist if an essential contractual obligation/cardinal obligation has been violated. In this case, claims for damages are limited in amount to the typical foreseeable damage. Nexakili's liability under the Product Liability Act remains unaffected by this provision.
2. Nexakili guarantees 95% availability of Nexakili websites per year. In particular, maintenance, security or capacity concerns as well as events beyond Nexakili's control (e.g. disturbances of public communication networks, power failures, etc.) can lead to temporary disruptions or to the temporary suspension of services on the Nexakili websites.

8. Granting of rights to the user

1. Insofar as contents placed by the user in the websites of Nexakili are subject to legal copyright or other legal property rights, the user grants Nexakili a simple right to use these contents free of charge and irrevocably. This right of use is not limited in time, content or territory.
2. The user grants Nexakili a simple right of use to the content posted (contributions, comments, votes, ratings), unlimited in content, space and time. This includes in particular the right to publish content in excerpts or abridged form in other media or to pass it on to cooperation partners and third parties for advertising purposes.

9. Final clauses

1. All declarations, which are transmitted in the context of the contract of use to be concluded with Nexakili, must be made in writing or by email via the Nexakili contact page.
2. Nexakili reserves the right to change this Agreement at any time without giving reasons. The user will be informed in good time of any changes to the Agreement. If the user does not object to the validity of the new Agreement within two weeks after notification, the amended Agreement shall be deemed accepted by the user. Nexakili will inform the user in the notification of his right of objection and the meaning of the objection period.
3. Should individual provisions of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions.

Last update: September 30, 2018