

Website

Terms of Use

Last updated: September 5th, 2018

Our Website

Welcome to the Metrics in Balance Website ("Website"), a website operated by Metrics in Balance NV and/or an affiliate company (referred to as "MiB", "we" or "us" in these Terms of Use). We are a company registered in Ghent, Belgium with company registration number 0665.584.108.

Please carefully review the following terms and conditions concerning your use of the Website. By accessing, using or downloading any information and/or materials from the Website, you agree to follow and be bound by the terms and conditions below (the "Terms of Use"). If you do not agree with these Terms of Use, please do not use or access this Website (or any material contained on it).

It is important for you to note that when using certain sections of this Website, your use may be subject to other proprietary notices and copyright information. If this is the case, you will be required to read and confirm your acceptance of any such notices before accessing the relevant section.

Please note that we may amend these Terms of Use from time to time. If we do, we will publish the changes on the Website so please review the Website periodically for changes. By continuing to use the Website after we have made such changes, you will be deemed to be expressing acceptance of the updated Terms of Use. The date at the top of this webpage indicates when these Terms of Use were last updated.

1. Medical disclaimer

All information contained on this Website, including information relating to dental, medical and health conditions, products and treatments, is for informational purposes only. This information should not be considered complete and is not intended to be used in place of a patient visit, call, consultation or advice of a medical professional or any information contained on or in any product packaging or labels.

Information obtained by using the Website is not exhaustive and does not cover all ailments, physical conditions or their treatment. The information posted is for informational purposes only and is to be used at your own risk.

You should never disregard providing dental or medical advice or delay in providing medical advice because of something you have read on this Website, and you should not use the information contained on this Website for diagnosing a dental or health problem or prescribing any medication.

2. Use of the Website's content

The intellectual property rights in the Website (including, for example, our trade marks) and copyright in all material stored, displayed and accessible on the Website is either owned by us or licensed to us by third parties ("Content"). All such rights are reserved by us or our licensors.

You are not permitted to use, modify, copy, reproduce, republish, upload, post, transmit, distribute, sell, license, rent, publicly display or perform, edit, adapt or create a derivative work of, in any manner, any Content or any other part of the Website, without our written consent to do so.

You are also not permitted by us to use the Website or access the Website or any of the Content for commercial purposes.

In spite of this, you may view, use, download, and print selected portions of the Website solely for your own personal, non-commercial, informational use, provided that you do not republish the Content and that you keep intact and do not obscure, alter or destroy any copyright, trade marks, service marks, attributions, patent, and other proprietary notices.

3. User conduct

Please note that you are responsible for making all arrangements necessary for you to have access to our Website including ensuring you have sufficient equipment and internet connectivity to enable your device to access the Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use and any other applicable terms and conditions notified to you, and that they comply with them.

When using the Website, you promise not to:

- use the Website or access it for any fraudulent or unlawful purpose;
- use the Website or access it to impersonate any person or entity, or to falsely state or otherwise misrepresent its affiliation with any person or entity;
- interfere with or disrupt the operation of the Website or access to it;
- transmit or otherwise make available in connection with the Website or access to it any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or programme that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- restrict or inhibit the ability of any other person to access or use the Website;
- modify, adapt or translate any portion of the Website;
- remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Website; or
- use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather or reproduce the Website or circumvent the navigational structure or presentation of the Website.

4. Feedback

Any feedback, information, suggestions, submissions or materials you submit through or related to this Website (a "Submission") will be considered non-confidential by MiB unless you inform us otherwise. By providing such Submissions to MiB, you agree that MiB shall have, at no charge and without the need to attribute

the Submission to you, the right to copy, display, distribute and use the Submission.

You also grant us the right to make, display and distribute any copyrights and other intellectual property rights in and to, or based upon, the Submissions. MiB shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. Submissions shall not include any patient or doctor confidential information.

5. Modification, suspension and termination of the Website

It is important to note that we reserve the right to modify, suspend, or terminate operation of or access to the Website, or any portion of the Website, at our discretion. For example, we may terminate operation of the Website for all users if we no longer provide MiB services and products in your region or we may suspend your access to the Website for your violation of these Terms of Use.

We may also update the Website and change the content at any time. Although we make reasonable efforts to update the information on the Website, please note that any of the content on our Website may be out of date at any given time, and we are under no obligation to update it.

We may also interrupt the regular operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, to correct errors, or to make other changes.

We also do not guarantee that the Website, or any content on it, will be free from errors or omissions and we do not give any warranties, conditions, promises or guarantees (collectively referred to as "promises"), whether express or implied, that the content on the Website is accurate, complete or up-to-date.

6. Other Websites and resources

Please note that the Website may include links to third party websites, including social media websites such as Facebook, Instagram, Snapchat and/or Twitter. These links are provided for your convenience only and do not signify that we endorse such third party websites or any social media account that we have linked to. Because we have no direct control over such sites and resources, we are not responsible for their availability or for any content, advertising, products, or other materials on or available from such sites or resources. We also do not review such third party websites so please note that:

- we are not responsible for such websites, including the terms on which such websites are made available and the privacy policies of such websites, and we do not control their content or availability;
- we make no promise either express or implied, in relation to any goods or services or information received from such websites; and
- if you access any such websites, you do so entirely at its own risk.

You may not frame, link or deep-link to the Website to any other website without our prior written consent. Any such consent will be subject to certain conditions. Should you wish to frame or set up a link or deep link to our Website please contact info@metricsinbalance.com

7. Privacy and cookies

Our privacy policy (available at <https://www.metricsinbalance.com/privacybeleid/>) ("Privacy Policy") explains our policies regarding the collection, use, transmission, and processing of your personal data provided by or collected from you via the Website (including how cookies are used). You should review the Privacy Policy before using the Website and, like these Terms of Use, the Privacy Policy may be changed by us at any time.

8. Disclaimer

Although we do our best to provide an informative Website that you'll enjoy browsing, unless where we have expressly set out to the contrary in these Terms of Use, the Website is made available to you on an "as is" basis. This means that we do not accept any liability to you in respect of it (subject to paragraph 9 below). It is therefore your responsibility, not ours, to ensure that the Website is suitable for your intended purposes when you use it.

Taking this into account, we accept no liability as to the suitability or fitness of the Website in meeting your needs and we exclude all express or implied promises, including, without limitation:

- that access to the Website will be uninterrupted or error-free;
- that the Website or the computer server from which the Website is made available, are free of viruses or other harmful components; and
- to the accuracy, content, timeliness, completeness, reliability, quality or suitability of any content contained in or delivered via the Website or otherwise made available in connection with the Website.

Please note that there are some implied promises (often called "warranties") which we legally cannot exclude. To find out more about these and to seek advice about your legal rights, please note that this is available from your free local consumer advice centres in your country of residence. For example, if you are resident in England, then you can contact the Citizens Advice Bureau for more information and guidance.

9. Limitation of liability

Nothing in these Terms of Use is intended to exclude or limit our liability for death or personal injury caused by our negligence, for fraudulent misrepresentation, for gross negligence or for any other liability that cannot be excluded or limited by law.

We will not be liable to you for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or on any website linked to it.

You also acknowledge and agree that the operation of the Website is dependent upon the proper and effective functioning of the internet and other third party equipment and services (including your own device or web browser), and that we do not guarantee and will not be liable for these in any way.

If you are a consumer and are using this Website, please note that we only provide our Website for domestic and private use. You must not use our Website for any commercial or business purposes and we will not be liable to you for any special,

indirect, punitive or consequential losses or damages, or any loss of data, profits, revenues, business, or goodwill.

10. Our Rights

We may transfer our rights and obligations under these Terms of Use to another organisation, but this will not affect your rights or our obligations under these Terms of Use.

If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have passed up our right to enforce any such failure against you, or that you do not have to comply with those obligations. If we do decide to pass up our right to enforce a default or breach of these Terms of Use by you, we will only do so in writing.

These Terms of Use are not intended to give rights to anyone except you and us.

11. Legal disputes

Any disputes in connection with these Terms will be governed by and interpreted in accordance with the laws of Belgium, and only the courts of Brussels, Belgium, will be competent.

Each of the paragraphs of these Terms of Use operates separately. This means that if any court or relevant authority decides that any of them are unlawful, illegal or unenforceable, the remaining paragraphs will remain in full force and effect.

12. Contact Us

If you believe that your copyright (or other intellectual property rights) has been infringed on the Website or that there is any content which you believe is illegal or infringes you or a third party's rights, please contact us at info@metricsinbalance.com

If you have any other questions or complaints regarding these Terms of Use or the Website, please contact us by email at info@metricsinbalance.com or write to us at Zuiderlaan 1-3, box 8, 9000 Gent, Belgium.

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