Terms and conditions

Effective January 11th, 2021

Article I. Object

The purpose of these Terms and Conditions is to provide a legal framework regarding access to the *qualitytool-evaglobal.pasteur.fr* website and its services, as well as the conditions of access and use of the website and its services by the user.

The User gives his consent to these Terms and Conditions by ticking the appropriate box when logging on.

Institut Pasteur reserves the right to unilaterally modify the content of these Terms and Conditions at any time.

Article II. Legal notice

The *qualitytool-evaglobal.pasteur.fr* website is published by the Institut Pasteur, a foundation recognised as being of public utility.

SIREN N°775 684 897

25-28 rue du Dr Roux

75724 Paris Cedex 15 - France

Telephone: +33 1 45 68 80 00

Director of publication:

Stewart Cole, President of the Institut Pasteur

Editorial managers:

Andréa Rajaonarison, Quality Engineer at the Institut Pasteur

Nadine Ferey, Quality Engineer at the Institut Pasteur

Website host:

Institut Pasteur, foundation recognised as being of public utility

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Telephone: +33 1 45 68 80 00

Article III. Definitions

<u>User</u>: This term designates any person who uses the website or one of the services offered by the website.

Member: The User becomes a Member when they are identified on the website.

<u>Login and Password</u>: This is the information required to identify the User on the website. The login and password allow the User to access the services reserved for Members of the website. The password is confidential.

Article IV. Access

The website is accessible free of charge from any location to any User with Internet access. All costs incurred by the User to access the service (hardware, software, Internet connection, etc.) are at their expense.

Non-member Users do not have access to services reserved for Members. To do so, they shall identify themselves using their Login and Password. The website allows Members free access to the following services:

- Self-assessment with regard to the requirements of normative standards
- Action plan and document templates to help implement a Quality Management System in compliance with the requirements of the Standard(s).
- A dashboard for monitoring progress

The website implements all the means at its disposal to ensure quality access to its services. As the obligation is one of means, the website does not undertake to achieve this result.

The website does not accept responsibility due to a case of *force majeure* arising in a network or server malfunction.

Access to the services may at any time be subject to interruption, suspension, modification without notice for maintenance or any other case. The User undertakes not to claim any compensation following the interruption, suspension or modification of the website.

Article V. Cookies

The website uses session cookies to ensure that it functions properly. These cookies are used temporarily, only when the User browses the website. They are deleted at the end of each session, ie when the User closes their Internet browser.

Article VI. Hypertext links

Hypertext links may be present on the website. User is informed that by clicking on these links, they will leave the *qualitytool-evaglobal.pasteur.fr* website. The latter has no control over the web pages to which these links lead and cannot, under any circumstances, be held liable for their content.

Article VII. Processing of personal data

Section 7.01 Collection and use of personal data

The information requested from the User is necessary and mandatory for the creation of their Member account (surname, first name and email address). In particular, the email address is used as the Login of the Member account.

This personal data are collected and processed in the legitimate interest of the Institut Pasteur solely for the purposes of identification and access to the platform, until the User's account is de-activated or deleted.

Section 7.02 Protection of personal data

The personal data collected are processed solely for the fulfilment of the purpose in accordance with the data protection requirements arising from the General Data Protection Regulations (GDPR) and the amended French Data Protection Act ("Loi Informatique et libertés"). The Institut Pasteur guarantees:

- That no personal data is collected without prior information from the User,
- And that this information is not passed on to third parties.

For further information or to exercise your rights of access, rectification, opposition and, where applicable, your rights of portability, limitation or deletion, the User may contact the Institut Pasteur's Data Protection Officer by e-mail at the following address: dpo@pasteur.fr.

In the event of no response or dispute, you have the right to file a complaint with the French "Commission Nationale de l'Informatique et des Libertés" (CNIL).

Article VIII. Liability and force majeure

The sources of the information published on the website are reputed to be reliable. However, the website reserves the right not to guarantee the reliability of the sources. The information given on the website is purely informative. Thus, the User alone assumes full liability for the use of the information and content of this website.

The User is liable for keeping their Password secret. Any disclosure of the Password, whatever its form, is prohibited.

Any use of the service by the User resulting directly or indirectly in damage must be subject to compensation for the benefit of the website. The *qualitytool-evaglobal.pasteur.fr* website cannot be held liable for any viruses that may infect the User's computer or any computer equipment following use, access or downloading from this website.

The website cannot be held liable in the event of *force majeure* or the unforeseeable and insurmountable action of a third party.

Article IX. Intellectual property

All the elements making up this website are subject to French and international legislation on intellectual property. All reproduction rights are reserved, including iconographic and photographic representations.

Any use of the contents for commercial purposes is strictly forbidden.

All the images or photos on this website are also protected by intellectual property law. These images or photos may not be duplicated or used without the written authorisation of the Institut Pasteur photo library service. Any request for use, of any kind whatsoever, should be addressed to: phototheque@pasteur.fr.

Any total or partial reproduction or representation, any modification or alteration of the trademarks of the Institut Pasteur and its partners as well as their logos appearing on the website, without the express authorisation of the Institut Pasteur, is prohibited, within the meaning of article L. 713-2 of the French Intellectual Property Code.

Article X. Applicable law and jurisdiction

French law applies to this contract. In the absence of an amicable resolution of a dispute between the parties, the French courts will have sole jurisdiction to hear it.

For any question relating to the application of the present Terms and Conditions, you can contact the publisher at the contact details given in ARTICLE 2.