

Terms of Service

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How to Use this Document

This Terms of Service document describes legally binding terms for any individual using our Eforto® services. Unlike our Privacy Policy, this *is* a dense legal document so we

have included a brief summary below for your convenience. The full Terms of Service (this document) still apply and is legally binding when you use any of our services.

- Please do not steal our copyrighted content.
- Please understand that we may make changes to our services and we may notify you about those changes.
- Please use common sense when sharing feedback or comments with us.
- Please understand we cannot be held responsible if you decide to stick a password that accesses potentially sensitive information on your company fridge.
- Please do not attempt to use any of our services for illegal stuff.
- Although we take every precaution to keep our services accessible at all times, acts of God do happen.
- If you lose or break any physical component (e.g. an Eforto® Device) provided as part of our services with maintenance and support, we will attempt to replace/exchange it as quickly as we reasonably can.

Conditions of Use

Eforto® operates certain devices, services, websites, and applications, collectively referred to as “Services” in this document. Eforto® offers its Services to you, the user, conditioned on your acceptance of all terms, conditions, policies, and notices stated in this document (“Terms of Service”). These Terms of Service apply to all users of our Services, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. By accessing or using any part of our Services, including any new Services that may be added in the future, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not use any Services. Throughout this document, “we”, “us”, and “our” refers to Eforto®.

We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes. If we do, we will notify you. If we determine the changes are material, we will provide you with an additional prominent notice as is appropriate under the circumstances, such as via email or in another conspicuous manner reasonably designed to notify you. Your continued use of or access to our Services following the posting of any changes constitutes acceptance of those changes.

These Terms of Service apply even if a separate Service Agreement or other contract was signed between Eforto® and a 3rd party.

If you have any questions or concerns, please [contact us](#).

Copyright

Content published on any of our Services (digital downloads, audio fragments, images, texts, graphics, logos) is the property of Eforto® and/or its content creators and protected by international copyright laws. The entire compilation of the content found on our Services is the exclusive property of Eforto®, with copyright authorship for this compilation by Eforto®. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the terms will result in an immediate termination of your Services.

Conditions Specific to the Use of an Eforto® Service/Application/Website

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of our Applications/Websites, use of the Applications/Websites, or access to the Applications/Websites or any contact on the Applications/Websites through which the service is provided, without express written permission by us.

Communications

The entire communication with us is electronic. Every time you send us an email or use our Services/Applications/Websites you are going to be communicating with us. You hereby consent to receive communications from us. If you subscribe to the news on our Websites, you are going to receive regular emails from us. We will continue to communicate with you by posting news and notices on our website and by sending you emails. You also agree that all notices, disclosures, agreements, and other communications we provide to you electronically meet the legal requirements that such communications be in writing. All regular communications are opt-in and you can decide to opt-out at any time. In that case, we will unsubscribe you within 24 hours.

Accuracy, completeness, and timeliness of information

We are not responsible if information made available on our Applications/Websites are not accurate, complete, or current. The material on our Applications/Websites are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on our Applications/Websites is at your own risk. Our Applications/Websites may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of our Applications/Websites at any time, but we have no obligation to update any information on our Applications/Websites. You agree that it is your responsibility to monitor changes to our site.

Errors, inaccuracies, and omissions

Occasionally there may be information on our Applications/Websites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information on the Applications/Websites are inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information on the Applications/Websites or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Applications/Websites, should be taken to indicate that all information on the Applications/Websites has been modified or updated.

Optional tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through our Applications/Websites is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Personal information

Your submission of personal information through our Applications/Websites are governed by our Privacy Policy.

Age

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use these Applications/Websites.

Third party links

Certain content, products and services available via our Applications/Websites may include materials from third-parties. Third-party links on our Applications/Websites may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Modifications to the Service and Prices

Prices for our Services are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

Physical Components / Hardware (e.g. Eforto® Device) as Part of our Services

Certain Services may be available in limited quantities and are subject to return or exchange. We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Services that we offer. All descriptions of Services or Service pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue a Service but will make reasonable efforts to avoid disruptions to users.

Use of an Eforto® service in research

If you wish to use an Eforto® service for research purposes (e.g. in clinical investigation or study), you must first contact the manufacturer. In addition, if you wish to publish about this research, you need to notify the manufacturer before submitting any publication.

User Comments, Feedback, and Other Submissions

If you, at our request or without a request from us send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us. We are and shall be under no obligation:

1. To maintain any Comments in confidence
2. To pay compensation for any Comments; or
3. To respond to any Comments

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your Comments will not violate any right of any 3rd party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or 3rd parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party.

User Account

If you are an owner of an account for any of our Services, you are solely responsible for maintaining the confidentiality of your private user details (username and password). You are responsible for all activities that occur under your account or password. We reserve all rights to terminate accounts, edit or remove content, if the user breaches or violates any of these terms.

Prohibited Rules

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using our Services and its content:

1. For any unlawful purpose
2. To solicit others to perform or participate in any unlawful acts
3. To violate any international, federal, provincial or state regulations, rules, laws, or local ordinances
4. To infringe upon or violate our intellectual property rights or the intellectual property rights of others
5. To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability
6. To submit false or misleading information
7. To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet
8. To collect or track the personal information of others
9. To spam, phish, pharm, pretext, spider, crawl, or scrape
10. For any obscene or immoral purpose; or
11. To interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

Disclaimer of Warranties: Limitations of Liability

For all our Services not classified as a medical device, the following applies:

We do not guarantee, represent, or warrant that your use of our Services will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of our Services will be accurate or reliable. You agree that from time to time we may remove Services for indefinite periods of time or cancel the Service at any time, without notice to you. You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services are (except as expressly stated by us) provided "as is" and "as available" for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular

purpose, durability, title, and non-infringement. In no case shall Eforto®, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Services or any products procured using the Services, or for any other claim related in any way to your use of the Services or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content (or product) posted, transmitted, or otherwise made available via the Services, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend, and hold harmless Eforto® and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at

any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Belgium. Any dispute related in any way to your use of our Services shall be arbitrated by the courts of Brussels and you consent to exclusive jurisdiction and venue of such courts, unless explicitly superseded by another contract or Service Agreement.

Contact Information

Questions about the Terms of Service can be sent to [us](#).