

VERSION DATED: OCTOBER 18, 2021

GENERAL USAGE AND CONTENT TERMS OF USE FOR USING CAMPUS

Be Honest: All Users should be open about who they are, their intentions, their interests, and their affiliations. All group and event descriptions should be accurate so that Users can make informed decisions about their participation.

Be Respectful. Respecting people's time, attention, personal choices, and personal boundaries is essential to creating safe and trusting communities. Be respectful in interactions with people, institutions, and in content posted on CAMPUS.

Message Respectfully: Don't Spam. Advertising or soliciting messages are forbidden.

Don't Disrupt. Any use of CAMPUS to disrupt the group or destroy content to undermine or undercut the established community violates our policies.

Be Relevant. Post content that your fellow Users will find useful and ask them to do the same. Content that is not relevant to proton therapy or not appropriate or aligned with the purpose of CAMPUS will be removed. You are responsible for all messages and content you post on CAMPUS.

Respect Privacy: Don't Post Other People's Private Information. Users and organizers should always be mindful of privacy and use discretion when sharing any private content that belongs to themselves or other Users.

Be Kind. Bullying, harassment, exploitation, and acts of hate undermine community building in safe spaces where people can trust one another. Building real relationships requires us to be more compassionate and kinder towards one another.

Be Compassionate: Don't Harass, Bully or Shame.

Harmful Misinformation. The dissemination or promotion of misinformation is prohibited. This includes claims that have been scientifically disproven and that may pose a public or personal health risk.

Don't Infringe. Don't post any material protected by intellectual property rights unless it is yours, you have consent from the owner, or you know the material is public domain.

TERMS OF USE OVERVIEW

1. ION BEAM APPLICATIONS SA AND ITS AFFILIATES (ALTOGETHER “IBA”) AND IBA’S DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, LICENSEES, SUPPLIERS, DISTRIBUTORS OR AGENTS ARE PROVIDING CAMPUS IN ACCORDANCE WITH THE FOLLOWING. IBA IS REFERRED TO IN THE FIRST PERSON THROUGHOUT THIS AGREEMENT,
2. Name and Goal
 - 2.1. This user group platform is called CAMPUS.
 - 2.2. As a user group platform, CAMPUS strives to ensure that Users maximize the value accrued from their investments in IBA’s Proton Therapy’s products by:
 - 2.2.1. Providing a forum for sharing of information and resources with regard to IBA Proton Therapy products’ use,
 - 2.2.2. Facilitating communications among users of IBA Proton Therapy products,
 - 2.2.3. Providing IBA with collective views and perspectives that can help IBA move forward in further developing its Proteus Proton Therapy Systems.
3. As a CAMPUS user, you can benefit from active participation in CAMPUS in several key ways:
 - 3.1. Sharing information, methods, and alternatives in pursuit of best practice business processes with regards to IBA Proton Therapy products,
 - 3.2. Sharing technology architecture and add-in development experiences and techniques,
 - 3.3. Providing a focal point for dissemination of information pertaining to IBA Proton Therapy products use, and
 - 3.4. Working together to provide guidance to IBA Management in prioritization of improvement opportunities and product development directions.
4. IBA recognizes several key benefits from cultivating a strong and sustainable user community:
 - 4.1. Provides a focal point for dissemination of information pertaining to the use of IBA Proton Therapy products,
 - 4.2. Provides a dynamic forum for IBA’s customers to develop creative approaches to solve issues which they have encountered in the use of IBA Proton Therapy products,
 - 4.3. Potential to get customers more meaningfully involved in providing feedback on future directions and improvements in IBA Proton Therapy products.
5. Purpose
 - 5.1. CAMPUS is organized and will be operated exclusively for educational and scientific purposes to promote the following:
 - 5.1.1. Increased knowledge of IBA Proton Therapy products,
 - 5.1.2. A means of communication between customers having an interest in IBA Proton Therapy products
 - 5.1.3. Provide feedback in the design, development, and applications of IBA Proton Therapy products
 - 5.1.4. The activities of CAMPUS will include the following:
 - Collecting and disseminating IBA-related information to membership,
 - Organizing meetings, discussion groups, and workshops.

OUR PLATFORM

1. This Agreement

- 1.1. Summary: You agree to follow some basic rules when using CAMPUS. These rules are described in these Terms of Service, including the related policies and guidelines discussed below.
- 1.2. Revisions to this Agreement. We may modify this Agreement from time to time. When we do, we will notify you by publishing the most current version and revising the date at the top of this page. If we make any material change to this Agreement, we will provide additional notice to you, such as by sending you an email or displaying a prominent notice when you sign on to CAMPUS. By continuing to use CAMPUS after any changes come into effect, you agree to the revised Agreement. If you do not wish to accept the revised Agreement, you can close your account.

2. Your Account and Membership

- 2.1. Eligibility. CAMPUS is available to anyone who is providing the required information to register. However, access to some parts of CAMPUS will be restricted to IBA Users with a valid Username and password. We retain the ability, in our sole discretion, to modify, suspend, or terminate your access to any portion of CAMPUS.
- 2.2. Modification, Suspension, and Termination of Your Account. We may modify, suspend, or terminate your account or access to CAMPUS if, in our sole discretion, we determine that you have violated this Agreement, including any of the policies or guidelines that are part of this Agreement, that it is in the best interest of the CAMPUS community, or to ensure compliance with the laws, and to protect IBA's brand. When this happens, we will notify you of the reasons for the modification, suspension, or termination. We also may remove accounts of Users who are inactive for an extended period of time. You may discontinue your participation and access to CAMPUS at any time by closing your account. These Terms will continue to apply to all your past use of CAMPUS, even if you are no longer using it.
- 2.3. Account Information and Security. To use CAMPUS, you agree to provide true, accurate, current, and complete information about yourself when registering as a User and in any other communications or materials relating to your identification and authorization as a User. You agree to maintain the security and confidentiality of your password (or else we may need to disable your account). You alone are responsible for anything that happens from your failure to maintain that security and confidentiality, such as by sharing your account credentials with others. If someone is using your password or accessing your account without your permission, email us at campus@lba-group.com
- 2.4. Privacy. If you reside in the European Union, please note that by registration for CAMPUS, you represent that you understand that the personal information you have provided may be transferred and stored in countries outside the EU, including the United States, subject to the terms and conditions of the IBA [Privacy Policy](#). Your personal information shall only be used in accordance with our Privacy Policy. For additional information on how we use your information, please see our Privacy Policy.
- 2.5. License to CAMPUS. Subject to your compliance with this Agreement, you are granted the limited, non-exclusive, revocable, non-sublicensable, non-transferable right to use CAMPUS in order to access and use the services and features that we make available to you.

3. Your Content and Privacy

- 3.1. For purposes of these Terms, "Content" means all communications, publications, information, material, text, graphics, links, electronic art, animations, audio, video, photos, and other data that appears on, or is emailed, posted, or transmitted on or through CAMPUS.
- 3.2. Your Content. You are responsible for the Content that you post to CAMPUS. By being accountable for your Content, you agree, among other things, that:
 - You have all the permissions, rights, and licenses needed (including under copyrights, trademarks, contract rights, privacy rights, or publicity rights) to provide the Content to CAMPUS;

- Your Content does not include personal, private, or confidential information belonging to others;
 - Your Content does not violate any law or the terms of the Agreement, and
 - Your Content does not otherwise violate the rights of any individual or entity.
- 3.3. We are not responsible for Content that Users post or the communications that Users send using CAMPUS (“User Content”). We generally don’t review Content before it’s posted. If you see Content that violates these Terms, you may report inappropriate Content to us.
- 3.4. We may monitor or review any areas of Campus where User Content is made available. We reserve the right to move, hide or remove any User Content for any reason or no reason, including any User Content which in our discretion is objectionable, offensive, illegal, or otherwise in breach of these Terms. You expressly acknowledge and agree that IBA may delete all User Content at any time at its sole discretion. No copies of such User Content will be accessible, viewable, or downloadable by you or any other User following such deletion.
- 3.5. We may preserve User Content and may disclose it if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce the Terms, respond to claims that any User Content violates the rights of third parties or protect the rights, property or personal safety of any person or entity.
- 3.6. We do not own the Content that you post. Any user Content communications or material of any kind that you email, post, or transmit through CAMPUS (excluding personally identifiable information of Users provided to us during the registration process), including questions, comments, suggestions, and other data and information will be treated as non-confidential and non-proprietary. However, by posting Content, you provide fellow CAMPUS Users and us a license to use the Content you post to CAMPUS.
- 3.7. Campus may contain independent, user generated content that IBA does not create, control, endorse nor support. The content may include claims that are:
- off-label, unapproved or about a product/feature that is not approved
 - inconsistent with medical standards of practice
 - posted to stimulate discussion or
 - inaccurate.
- 3.8. By joining IBA Campus, you agree not to use the content as medical advice to treat any medical condition in either yourself or others, including but not limited to patients that you are treating. Consult your own physician for any medical issues that you may be having. Under no circumstances shall Ion Beam Applications SA (IBA), any guests or contributors to Campus, or any employees, associates, or affiliates of IBA be responsible for damages arising from use of the Campus content.
4. **IBA Content.** You acknowledge that the CAMPUS and Content provided by our third-party providers or us (collectively, the “IBA Content”) are the property of us and/or such third parties. Except as expressly authorized by us or such third parties in these Terms or as may be posted on CAMPUS, you may not copy, reproduce, publish, distribute, modify, create derivative works of, rent, lease, sell, transfer, display, transmit, compile or collect, or in any manner commercially exploit any part of the IBA Content, in whole or in part. You may not store any significant portion of any IBA Content, whether archival files, computer-readable files, or any other medium. You also may not “mirror” any IBA Content or CAMPUS on any other server, except with our prior written consent. You may download and print a reasonable number of copies of IBA Content, provided that: (a) any permitted copies of IBA Content contain, in an unmodified form, any copyright or other proprietary rights notices contained in the IBA Content and an original source attribution to IBA or the other copyright holder; and (b) no modifications of any of the IBA Content are made except as may be expressly approved by IBA. You acknowledge that we and/or its third-party providers remain the owners of the IBA Content and that you do not acquire any intellectual property rights in such Content by downloading or printing such Content. Any rights to or in the IBA Content that are not expressly granted by these Terms or any other agreement with us are reserved by us or our vendors and licensors.

5. Copyright and IP

- 5.1. We respect the intellectual property rights of others. Posting content that violates another party's intellectual property rights is prohibited.
- 5.2. In appropriate circumstances and in our discretion, we may remove or disable access to material that infringes on the intellectual property rights of others or remove accounts of those who may be repeat infringers.
- 5.3. If you are unsure whether content appearing on CAMPUS is infringing on your intellectual property rights, you should consider contacting a lawyer.
- 5.4. If you believe that content on CAMPUS violates another party's intellectual property rights, you should contact the rights owner directly so that they may evaluate the use of their material and determine whether to report the situation to us
- 5.5. If you believe that content on CAMPUS violates your intellectual property rights, please send a notice containing the information below to _____. Please submit this information in the format below and in English.
 - 5.5.1. Your name, mailing address, telephone number, and email address

Note that we may provide your contact information to the User that has posted the content you claim is infringing.
 - 5.5.2. A description of the content or other material that you claim has been infringed.

Although not required, please provide us with copies of or reference to (with registration numbers, where applicable) the content that you claim has been infringed.
 - 5.5.3. A description of where the material that you claim is infringing is located on CAMPUS.

Please provide specific URLs where the content is located. Also, please provide a specific description of the material you are claiming is infringing so that we can identify it on the specified web page.
 - 5.5.4. An explanation of how the content on CAMPUS infringes on your intellectual property rights.
 - 5.5.5. A statement by you that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law.
 - 5.5.6. A statement by you, that the above information in your notice is accurate, and under penalty of perjury, that you are the copyright or intellectual property owner or authorized to act on the owner's behalf.
 - 5.5.7. An electronic or physical signature of the person authorized to act on behalf of the copyright owner or other intellectual property interest.
6. **Local Laws; Export Control.** We operate CAMPUS from Belgium and make no representation that any User or Content is appropriate or available for use in other locations. If you use CAMPUS from other countries, you are responsible for compliance with applicable local laws, including, but not limited to, export and import regulations of other countries.
7. **Disclaimer of Warranty; Limitation of Liability.** WE WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR OR RELATED TO USER CONTENT, WHETHER OR NOT ARISING UNDER THE LAWS OF COPYRIGHT, DEFAMATION, PRIVACY, OBSCENITY, OR OTHERWISE, NOR FOR ANY CLAIMS, DAMAGES, OR LOSSES RESULTING FROM ITS USE, APPEARANCE ON, DELETION FROM, OR OTHER REMOVAL FROM CAMPUS. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED ON CAMPUS FOR ANY PURPOSE OR AUDIENCE OR ABOUT ITS LEGITIMACY, LEGALITY, VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS, OR CURRENCY. ALL USER INFORMATION IS SOLELY PROVIDED BY USERS. YOU AGREE THAT YOUR ACCESS TO AND USE OF CAMPUS IS AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED,

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8. **Severability.** If any provision of these general usage and content rules shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.
9. **Laws and Dispute Resolution.** This agreement is governed by the laws of Belgium, without regard to conflict-of-laws principles. The parties will first attempt to resolve all disputes through mediation. If mediation fails, then we will resolve all disputes arising out of or in connection with the present contract under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. Arbitration will be in English and held in Brussels, Belgium.
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12. **Patents.** IBA's products and processes are covered by one or more patents and are subject to other trade secret and proprietary rights. IBA reserves all such rights. No transfer or grant of rights under any patents is made or is to be implied by any provision of this Terms of Use.