

TERMS OF USE

Welcome to the Proton Therapy Academy site. These Terms of Use (“Terms”) govern your access to and use of our website, online courses, materials, and services (collectively, the “Services”) provided by Ion Beam Applications, SA. **Please read and review these Terms carefully before accessing or using this site. By accessing or using PT Academy, you acknowledge that you have read, understood, and agreed to these Terms. If you do not agree to these Terms, you may not access or use PT Academy.**

1. **Purpose.** Proton Therapy Academy is an online-based training platform managed by Ion Beam Applications SA, organized and operated exclusively for educational and scientific purposes to promote increased knowledge of Proton Therapy.
2. **Eligibility.** You must be at least 18 years old, or the age of majority in your jurisdiction, to access PT Academy and use our Services. By using Proton Therapy Academy, you represent and warrant that you meet these requirements.
3. **User Accounts.** To access certain features, you may be required to create an account. You agree to provide accurate, current, and complete information and to keep your login credentials secure. You are responsible for all activity under your account
4. **License and Access:** IBA grants you a limited, non-exclusive, non-transferable license to access and use PT Academy for personal, non-commercial purposes, subject to these Terms. All content provided on Proton Therapy Academy remains IBA’s intellectual property or that of our licensors.
5. **Use of PT Academy.** The information provided on this Proton Therapy Academy is for general informational and educational purposes. Certain sections of Proton Therapy Academy are intended for particular audiences, including IBA’s employees, customers, shareholders, members of the health care community, and the general public. Your access to and use of the information contained in Proton Therapy Academy is subject to these Terms. By accessing and using Proton Therapy Academy, you accept these Terms without limitation or qualification. We may modify these Terms 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. Continued use of Proton Therapy Academy or the Services after changes are posted constitutes acceptance of the new Terms.
6. **Content.** IBA will make reasonable efforts to include accurate and up-to-date information on this Proton Thera Academy, but it makes no warranties or representations of any kind as to its accuracy, currency, completeness, or availability. You agree that access to and use of Proton Therapy Academy and the content thereof is at your own risk. IBA disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular

purpose. To the fullest extent of the Law, neither IBA nor any party involved in creating, producing or delivering Proton Therapy Academy shall be liable for any damages, including without limitation, direct, incidental, consequential, indirect, or punitive damages, arising out of or in connection with your access to, use of, or inability to use Proton Therapy Academy, or any errors or omissions in the Services. This limitation includes damages to, or for any viruses that infect, your computer equipment.

7. **Indemnification.** You agree to indemnify, defend, and hold harmless IBA, its officers, directors, employees, agents, suppliers, and third-party partners from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms or your use of the Services.
8. **Privacy.** IBA respects the privacy of Proton Therapy Academy users. Please refer to [IBA's Privacy Policy](#), which explains users' rights and responsibilities concerning information disclosed on this Web PT Academy.
9. **Third Party Websites and Links.** PT Academy may contain references or links to other Websites maintained by third parties over whom IBA has no control. Such links are provided merely for convenience. Similarly, Proton Therapy Academy may be accessed from third-party links over which IBA has no control. IBA makes no warranties or representations of any kind as to the accuracy, currency, or completeness of any information contained in such third-party Websites, including any third-party social media or mobile app platform. Inclusion of any third-party link on Proton Therapy Academy does not imply an endorsement or recommendation by IBA, and a link to Proton Therapy Academy from another Website does not imply a relationship between IBA and any third party. Your use of any such third-party site or platform is at your own risk and will be governed by such third-party terms and policies (including its privacy policy).
10. **Medical Information.** Proton Therapy Academy may contain general information on various medical conditions and their treatment. Such information is provided for informational purposes only and is not meant to substitute for advice provided by a doctor or other qualified health care professional. No one should use the information herein to diagnose a health or fitness problem or disease. You should always consult a doctor or other health care professional for medical advice or information about the diagnosis and treatment of any medical condition.
11. **Non-Confidential Information.** Subject to any applicable terms and conditions set forth in our Privacy Policy, any communication or other material that you send to us through the Internet or post on Proton Therapy Academy by electronic mail or otherwise, such as any questions, comments, suggestions, or the like, is and will be deemed to be non-confidential. IBA shall have no obligation of any kind

with respect to such information. IBA shall be free to use any ideas, concepts, know-how, or techniques contained in such communication for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products.

12. **Trademarks.** All product names, whether or not appearing in large print or with the trademark symbol, are trademarks of IBA, its affiliates, related companies, or its licensors or joint venture partners, unless otherwise noted. The use or misuse of these trademarks or any other materials, except as permitted herein, is expressly prohibited and may violate copyright law, trademark law, the law of slander and libel, the law of privacy and publicity, and communications regulations and statutes. Please be advised that IBA actively and aggressively enforces its intellectual property rights to the fullest extent of the law.
13. **Copyrights.** The entire contents of Proton Therapy Academy y are subject to copyright protection. Copyright © Proton Therapy Academy 2025. The contents of PT Academy may not be copied other than for noncommercial individual reference with all copyright or other proprietary notices retained, and thereafter may not be recopied, reproduced, or otherwise redistributed. Except as expressly provided above, you may not otherwise copy, display, download, distribute, modify, reproduce, republish or retransmit any information, text or documents on Proton Therapy Academy or any portion thereof in any electronic medium or hard copy, or create any derivative work based on such images, text or documents, without the express written consent of IBA. Nothing contained herein shall be construed as conferring by implication, estoppel, or any license or right under any patent or trademark of IBA or any third party. You are expressly prohibited from using robots, spiders, scripts, service, software or any manual or automatic device, tool, or process designed to data mine or scrape any content from Proton Therapy Academy, or otherwise use, access, or collect any content using automated means, except for purposes of indexing for inclusion in a public search engine.
14. **Local Laws; Export Control.** We operate Proton Therapy Academy from Belgium and make no representation that any content is appropriate or available for use in other locations. If you use Proton Therapy Academy from different countries, you are responsible for compliance with applicable local laws, including, but not limited to, export and import regulations of other countries.
15. **Governing Laws.** These Terms are 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, 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.

16. **Miscellaneous.** If any provision of this Agreement is held to be unlawful, void, or unenforceable, then such provision shall be severable without affecting the enforceability of all remaining provisions. IBA reserves the right to alter or delete materials from Proton Therapy Academy at any time at its discretion.

Effective Date: 22/05/2025