

Terms of Service

Effective date: 22/05/2025

1. General

- 1.1. Summary: You agree to follow some basic rules when using Proton Therapy Academy. These rules are described in these Terms of Service (the “Terms”), including the related policies and guidelines discussed below.
- 1.2. Revisions to these Terms. 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. If we make any material change to these Terms, we will provide additional notice to you, such as by sending you an email or displaying a prominent notice when you sign on to Proton Therapy Academy. By continuing to use PROTON THERAPY ACADEMY after any changes come into effect, you agree to the revised Terms. If you do not wish to accept the revised Terms, you can close your account.

2. Your Account and Membership

- 2.1. Eligibility. This section of PROTON THERAPY ACADEMY is available to healthcare professionals only. By registering for access to the Proton Therapy Academy and this Section, you represent and warrant that you are a healthcare professional.
- 2.2. Modification, Suspension, and Termination of Your Account. We may modify, suspend, or terminate your account or access to PROTON THERAPY ACADEMY if, in our sole discretion, we determine that you have violated these Terms, including any of the policies or guidelines that are part of these Terms, that it is in the best interest of the PT ACADEMY 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 PROTON THERAPY ACADEMY at any time by closing your account. These Terms will continue to apply to all your past use of PROTON THERAPY ACADEMY, even if you are no longer using it.
- 2.3. Account Information and Security. To use PROTON THERAPY ACADEMY, 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 trainings@protontherapy-academy.com
- 2.4. Privacy. If you reside in the European Union, please note that by registration for PROTON THERAPY ACADEMY, 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 PROTON THERAPY ACADEMY. Subject to your compliance with these Terms, you are granted the limited, non-exclusive, revocable, non-sublicensable, non-transferable right to use PROTON THERAPY ACADEMY in order to access and use the services and features that we make available to you.
- 2.6. Prohibited Conduct. You agree not to:
 - Use the Services for any illegal or unauthorized purpose.
 - Copy, distribute, or reproduce any content without our written permission.
 - Access or attempt to access accounts or data not intended for you.
 - Introduce viruses, malware, or other harmful code.

3. Content and Privacy

- 3.1. Content. The information contained in any videos (“Content”) represents the views and opinions of the original creator of such Content and does not necessarily represent the views or opinions of Ion Beam Applications SA or its affiliates (altogether “IBA”). The mere appearance of Content in this training does not constitute an endorsement by IBA of such Content.
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- 3.3. Endorsement of IBA Products. Original creator does not, directly or indirectly, endorse any product or service provided, or to be provided, by IBA, including any IBA products which may be the focus of these materials. Original creator has received payment by IBA for the creation of this Content.
- 3.4. No Medical Advice. By registering for PT Academy, you agree not to use the content as medical advice to treat any medical condition to either yourself or others, including but not limited to, patients that you are treating. You are solely responsible for your use and application of any Content. Under no circumstances shall Ion Beam Applications SA (IBA), any guests or contributors to PT Academy, or any employees, associates, or affiliates of IBA be responsible for damages arising from use of the PT Academy content.
- 3.5. No certification. Issuance of a certificate of completion upon participation in the training may be granted. However, such certificate shall not be construed as an official accreditation, certification, or authorization for the use, operation, or handling of IBA products.
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5. **Local Laws; Export Control**. We operate PROTON THERAPY ACADEMY from Belgium and make no representation that any User or Content is appropriate or available for use in other locations. If you use PT ACADEMY from other countries, you are responsible for compliance with applicable local laws, including, but not limited to, export and import regulations of other countries.
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7. **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.
8. **Laws and Dispute Resolution.** These Terms 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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