**LEGAL POLICY**

**IDENTIFICATION**

This website is the property of PathoQuest SAS, the headquarters being located at Bâtiment B - BioPark, 11 rue Watt, 75013 Paris, France – Telephone number : +33 1 70 82 17 90.

The server is hosted by Embrace Marketing, with the headquarters at Brookledge Farm House, Brookledge Lane, Adlington, SK10 4JX – Telephone number: **01625 789050**

You acknowledge having learned and understood the legal policy herein and commit to respect it.

**PRIVACY POLICY**

At PathoQuest, we care about your privacy. This policy describes what types of Personal Data PathoQuest may collect, how they may be used, and with whom they may be shared, when you make use of our website.

We may change this Privacy Policy at any time. Please take a look at the last effective date at the bottom of this document to see when this Privacy Policy was last revised. Any changes in this Privacy Policy will become effective 30 days after we make the revised Privacy Policy available on the website.

**1. DATA CONTROLLER**

The legal entity responsible for the processing of your Personal Data is PathoQuest its registered offices at Bâtiment B - BioPark, 11 rue Watt, 75013 Paris, France.

PathoQuest S.A. has appointed a data protection officer you may contact at rgpd@PathoQuest.com

**2. HOW AND WHY WE USE YOUR PERSONAL DATA?**

**CONTACT FORM**

|  |  |
| --- | --- |
| PERSONAL DATA | Full name, e-mail, company, topic of interest, and further information you have provided in your message. |
| PURPOSE | To answer any inquiries and queries you sent us on |
| LEGAL BASIS | Our legitimate interest (Article 6.f. of GDPR) |
| RECIPIENT | Authorized members of PathoQuest |
| INTERNATIONAL TRANSFER | Your personal data is not subject to international transfer. |
| RETENTION PERIOD | The time required to handle your inquiries and queries or until you exercise your right of opposition by sending us a message at rgpd@PathoQuest.com |

**JOB APPLICATION**

|  |  |
| --- | --- |
| PERSONAL DATA | Full name, e-mail, any information you have provided in your CV and cover letter. |
| PURPOSE | To complete the application process you have initiated. |
| LEGAL BASIS | - Spontaneous application: your consent by a clear affirmative action (Article 6.a. of GDPR) - Application to an offer: our legitimate interest (Article 6.f. of GDPR) |
| RECIPIENT | Authorized members of PathoQuest |
| INTERNATIONAL TRANSFER | Your personal data is not subject to international transfer. |
| RETENTION PERIOD | - Maximum 2 years or, - If spontaneous application: until you withdraw your consent by sending us a message at rgpdPathoQuest.com or, - If application to an offer: until you exercise your right of opposition by sending us a message at rgpd@PathoQuest.com. |

**3. AUTOMATED PROCESSING AND PROFILING**

PathoQuest does not use your Personal Data to make decisions based solely on automated processing, including profiling, which could affect you.

**4. CONFIDIENTIALITY**

The personal data processed by PathoQuest are only accessible to authorized members of its staff to the extent strictly necessary for the performance of their mission.

They are required to respect the confidentiality of all this personal data. This implies the obligation not to access or seek to access data that is not strictly necessary for the performance of their mission, the prohibition of disclosing data of which they are aware except if it is necessary for the performance of their duties.

The same obligations are imposed, where applicable, on employees of third-party companies who have access to this data under a subcontract.

**5. SECURITY MEASURES**

PathoQuest takes the appropriate measures to protect your personal data against any unauthorized or unlawful processing and against any loss, destruction or accidental damage, taking into account the risks involved in the processing as well as the nature of the data.

**6. YOUR RIGHTS**

* In accordance with Articles 15 to 20 of the GDPR, you have the right:
  + To access your personal data, as collected and processed by PathoQuest.
  + To request the rectification or erasure of personal data relating to you.
  + To request the restriction of processing concerning you or object to the processing.
  + To data portability, namely the right to receive the personal data relating to you, which you have provided to PathoQuest, in a structured, commonly used and machine-readable format and the right to transmit that data to another data controller.
  + To request that PathoQuest provide you a copy of the personal data undergoing processing.
  + To withdraw your consent at any time.

To exercise these rights, contact our Data Protection Officer by e-mail at rgpd@PathoQuest.com or at the postal address of PathoQuest (Bâtiment B - BioPark, 11 rue Watt, 75013 Paris, France).

**7. AMENDMENTS to HIS PRIVACY POLICY**

PathoQuest may occasionally modify this Privacy Policy if new features are introduced to the website, as well as if regulatory changes occur, or if the Belgian Data Protection Authority or other data protection authorities provide further information.

Any changes in this policy will become effective 30 days after making the revised Privacy Policy available on our website. We therefore recommend that you review this policy regularly.

Last update: July 12, 2023

**TERMS AND CONDITIONS**

**1. PATHOQUEST WEBSITE TERMS AND CONDITIONS IN GENERAL**

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**2. INTELLECTUAL PROPERTY**

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**3. ELECTRONIC INFORMATION SUBMITTED TO THIS WEBSITE**

Any communication or material other than your personal information submitted to this Website including by electronic mail and/or website submission is the exclusive property of PathoQuest and is considered to be non-confidential and non-proprietary. Such communication may include without limitation questions, comments, suggestions and ideas. PathoQuest shall be free to use them for any purpose whatsoever without restriction or compensation.

**4. DISCLAIMER**

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PATHOQUEST OR ITS AFFILIATES BE LIABLE TO YOU (OR ANY THIRD PARTY MAKING CLAIMS THROUGH YOU) FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA, OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, UNAUTHORIZED ACCESS TO AND TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF THE SITE OR THE SERVICES, EVEN IF PATHOQUEST HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE.

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**5. APPLICABLE LAW AND CHOICE OF JURISDICTION**

Any dispute related to the use of our Website shall be governed by the laws of the Republic of France, without regards to its conflicts of laws principles. The competent courts located in Paris (France) shall have exclusive jurisdiction for all disputes arising from the use or the content of the Website.

**6. CONTACT**

For any question related to the use of the Website, please contact us by addressing and e-mail at: contact@PathoQuest.com or by letter at: Bâtiment B - BioPark, 11 rue Watt, 75013 Paris, France.