

TERMS OF USE

qurmi.com

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Preamble

These Terms of Use (hereinafter the “Terms”) set out the terms and conditions for accessing and using the qurmi.com platform (hereinafter the “Platform”), published by:

Qurmi SAS, a simplified joint-stock company (société par actions simplifiée) incorporated under Moroccan law

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(hereinafter “Qurmi”).

The Platform provides an online medical training service based on virtual clinical cases, intended for medical students, healthcare professionals and anyone interested in clinical simulation (hereinafter the “Services”).

The Platform and its Services are available on the qurmi.com website and, where applicable, through any mobile application or integration into an Institution’s digital learning environment (LTI integration) made available by Qurmi. These Terms apply to them in their entirety.

Accessing and using the Platform implies full and unreserved acceptance of these Terms. Any User who does not accept these Terms must refrain from using the Platform.

Article 1 – Definitions

“User”: any natural person accessing the Platform, whether or not they have an Account.

“Account”: the personal space created by the User upon registration, giving access to the Services.

“Discovery Plan”: free and limited access to the Services, as described in Article 5.1.

“Plan”: any paid offer provided by Qurmi, namely the Monthly Subscription, the Six-Month Subscription and Lifetime Access, as described in Article 5.2.

“Subscription”: a fixed-term Plan (Monthly Subscription or Six-Month Subscription) giving access to the Services under the terms set out in Article 5.

“Lifetime Access”: a Plan giving access to the Services for as long as Qurmi operates the Platform, under the conditions set out in Article 5.2.

“Gift Code”: a code enabling its recipient to activate a Plan offered by a third party, under the conditions set out in Article 5.10.

“Content”: all virtual clinical cases, texts, images, videos, databases, software, algorithms and any other element available on the Platform.

“User Content”: any content published on the Platform by a User (questions, answers, comments, images, disputes, announcements, clinical cases created by a Professor).

“Virtual Patient”: a fictitious clinical case generated by artificial intelligence, simulating a medical scenario for educational purposes only.

“Atlas”: an educational mentor based on artificial intelligence, providing lessons, debriefs and summary sheets.

“Voice Mode”: a feature allowing the User to talk with a Virtual Patient by voice.

“Professor”: a User holding the professor role, which allows them to create groups, assignments, exams and clinical cases.

“Institution”: a university, faculty or training organization bound to Qurmi by a license agreement.

Article 2 – Purpose

The purpose of these Terms is to set out the conditions under which Qurmi makes the Platform and its Services available to the User, and the conditions under which the User accesses and uses the Platform.

These Terms constitute a legally binding agreement between the User and Qurmi. They supplement the Privacy Policy available on the Platform.

Article 3 – Registration and Account

3.1. Registration requirements

Access to the Services requires the creation of an Account. To create an Account, the User must:

- Be at least sixteen (16) years old; minors aged 16 to 18 must have the permission of their legal guardians;
- Provide accurate, complete and up-to-date information when registering;
- Provide a valid personal e-mail address; temporary or disposable addresses are not accepted;
- Confirm this address using the link sent to them by e-mail;
- Pass the anti-bot check;
- Accept these Terms and the Privacy Policy.

3.2. Registration with a Google account

Registration may also be completed using a Google account. Using such an account to create or use an Account constitutes acceptance of these Terms and of the Privacy Policy.

3.3. Availability of registration

Qurmi may, at any time, limit the number of registrations, temporarily suspend them or reserve them for people invited from a waiting list.

3.4. Account security

The User is solely responsible for keeping their login credentials (e-mail address and password) confidential. Any activity carried out from their Account is deemed to have been carried out by them.

In the event of unauthorized use of their Account or a suspected security breach, the User undertakes to inform Qurmi immediately at contact@qurmi.com. Qurmi cannot be held liable for any consequences resulting from a failure to notify.

3.5. One Account per person

Each User may hold only one Account. Sharing an Account between several people is strictly prohibited. Qurmi uses mechanisms to detect multiple, fraudulent or automated accounts, and reserves the right to suspend or delete any Account used in breach of this rule.

Article 4 – Medical and educational disclaimer

IMPORTANT NOTICE: the Platform is a training tool. It does not replace official medical training or the advice of a healthcare professional, and must never be used to treat a real patient.

4.1. The Platform is an educational tool intended exclusively for training and clinical simulation. It does not in any way constitute:

- A substitute for official medical training leading to a degree or certification;
- A medical diagnostic tool;
- A source of medical, therapeutic or pharmaceutical advice;
- A medical device within the meaning of applicable regulations.

4.2. Virtual Patients are entirely fictitious. The same applies to the images of patients and clinical scenes generated by the Platform. Any resemblance to persons living or dead is purely coincidental.

4.3. The User must never rely exclusively on the content of the Platform to make medical decisions in real-life situations.

4.4. Qurmi expressly recommends that every User check the information obtained on the Platform against official and validated medical sources (reference textbooks, recommendations of learned societies, international guidelines).

4.5. The User acknowledges and accepts that Qurmi disclaims all liability if the Content of the Platform is used in a real clinical setting, whether for the diagnosis, treatment or management of a patient.

Article 5 – Plans, prices and payment

5.1. Discovery Plan

Qurmi offers a free plan, the Discovery Plan, which includes:

- an introductory consultation with its correction, available only once, on the User's first visit;
- the "Daily Case", a Virtual Patient renewed every forty-eight (48) hours, with its correction and leaderboard, limited to one attempt per period;
- the Atlas debrief of the consultations completed by the User, and the sheet of the day.

The scope of the Discovery Plan is determined by Qurmi and may be changed at any time.

5.2. Paid Plans

Qurmi offers the following Plans, at the prices shown on the Platform's pricing page:

- **the Monthly Subscription**, for a term of thirty (30) days, automatically renewed for successive periods of thirty (30) days;

- **the Six-Month Subscription**, for a term of one hundred and eighty (180) days, automatically renewed for successive periods of one hundred and eighty (180) days when paid by bank card;
- **Lifetime Access**, giving access to the Services for as long as Qurmi operates the Platform, with no renewal or further payment, strictly personal and non-transferable, offered in a limited number of places.

Paid Plans give access to all the Services, within the limits set out in Article 13.

5.3. Consecutive periods

When a User purchases a Plan while a paid period is still running, the new period starts when the current period ends. No period is lost and no refund of the remaining balance is due.

5.4. Prices and currency

Prices are stated and charged in Moroccan dirhams (MAD), all taxes included. An indicative amount in another currency may be displayed depending on the User's country; only the amount in MAD is binding. Exchange, conversion or international transaction fees charged by the User's bank are borne by the User.

Qurmi may change its prices. Any change is notified to the User at least thirty (30) days before the renewal concerned; a User who does not accept the new price may cancel without penalty before that renewal.

5.5. Invoices

Each payment gives rise to an invoice, showing the applicable VAT, which can be viewed and downloaded from the "My Invoices" section of the Account.

5.6. Payment by bank card

Card payments are processed by the secure payment provider Payzone, or any other authorized provider, with strong cardholder authentication (3D Secure). Qurmi does not store any card numbers. The User warrants that they are the holder of the card used or are authorized to use it.

5.7. Automatic renewal and recurring payment

By paying for an automatically renewing Plan by card, the User authorizes the registration of a payment profile with the provider and the automatic charge of the price of each new period. The charge may occur up to three (3) days before the end of the current period; the scheduled date is shown in the Subscription section of the Account.

5.8. Failed payment

If a payment fails, the provider makes up to three (3) attempts in the days around the due date; after the last attempt fails, automatic renewal is disabled, the Subscription ends when the paid period expires and the Account returns to the Discovery Plan. The User may subscribe again at any time.

5.9. Bank transfer

Payment by bank transfer is available for Plans lasting more than thirty (30) days. A transfer request is valid for seven (7) days. Funds are checked manually within twenty-four (24) to forty-eight (48) business hours of receipt, after which access is opened and the period begins. A Plan paid by bank transfer is not automatically renewed.

5.10. Gift Codes

A Plan may be offered to a third party as a Gift Code, paid by card or bank transfer. The Gift Code is valid for three hundred and sixty-five (365) days from its purchase; after this period, it is forfeited without refund. It cannot be exchanged for cash and cannot be transferred once activated. Activating the Gift Code constitutes acceptance of these Terms by the recipient.

The purchaser of a Gift Code that has not yet been activated may request a full refund within seven (7) days of purchase, by e-mail to contact@qurmi.com. After activation, or once this period has expired, no refund is due.

5.11. Access through an Institution

Some Users access the Services under a license purchased by their Institution, including when they launch the Platform from that Institution's digital learning environment (LTI integration). This access is governed by the agreement between Qurmi and the Institution; it may end when that agreement expires or is terminated, or when the User ceases to be a member of the Institution. These Terms apply in all other respects.

Article 6 – Cancellation, guarantee and refunds

6.1. Cancellation by the User

The User may, at any time, cancel their Plan or turn off its automatic renewal from the Subscription section of their Account, or by e-mail to contact@qurmi.com. Cancellation takes effect at the end of the paid period; access to the Services is maintained until that date. To avoid the next charge, cancellation must take place before the charge date shown in the Account. A confirmation is sent by e-mail.

6.2. “Satisfied or Refunded” guarantee

Qurmi grants every User a period of seven (7) calendar days from the first payment for each Plan, including Lifetime Access, to request a full refund, without giving any reason, by e-mail to contact@qurmi.com. The guarantee does not apply to automatic renewals. Gift Codes are covered by Article 5.10.

The refund is made by bank transfer to the account provided by the User, within fourteen (14) days of receipt of the necessary information. It immediately ends the Plan and returns the Account to the Discovery Plan.

6.3. Right of withdrawal

Users residing in Morocco: the seven (7) day period provided for in Article 6.2 corresponds to the withdrawal period provided for by Law No. 31-08 on consumer protection measures for distance contracts.

Consumer Users residing in the European Union: in accordance with Articles L. 221-18 et seq. of the French Consumer Code and the equivalent provisions of the other Member States, the User has a statutory withdrawal period of fourteen (14) days from subscription, without having to give any reason. The User expressly requests that the provision of the Services begin upon subscription; if the User withdraws within this period, Qurmi will nevertheless refund the full price, by bank transfer, within fourteen (14) days of notification of the withdrawal to contact@qurmi.com.

6.4. No refund after these periods

After these periods, no refund is due, except in the event of a major malfunction of the Platform attributable to Qurmi.

6.5. Termination by Qurmi

Qurmi may terminate a Plan if the User breaches these Terms, under the conditions set out in Article 16.

Article 7 – Intellectual property

7.1. Qurmi's rights

The Platform and all of its Content (clinical cases, texts, images, databases, software, algorithms, graphical interface, logos, trademarks, visual identity) are protected by Moroccan and international intellectual property laws.

All intellectual property rights relating to the Platform and its Content are and remain the exclusive property of Qurmi or its licensors, subject to the Users' rights in their User Content (Article 9).

7.2. License to use

Qurmi grants the User a personal, non-exclusive, non-transferable, non-assignable and revocable license to use the Content, strictly for their personal and educational use.

This license does not confer any ownership rights on the User and is limited to the duration of the registration (for the Discovery Plan) or of the Plan purchased (for paid offers).

7.3. Prohibited uses

The User is strictly prohibited from:

- Reproducing, copying, selling, reselling or commercially exploiting all or part of the Content;
- Modifying, adapting, translating, disassembling, decompiling or reverse engineering the Platform or its software components;
- Substantially extracting or reusing the content of the Platform's databases;
- Using robots, scrapers or any other automated tool to access or extract the Content;
- Attempting to obtain, extract or bypass the internal instructions of the Virtual Patients and of the Atlas mentor, by any means whatsoever, including through requests made in the conversation;
- Using all or part of the Content, including generated responses, to train, fine-tune, evaluate or feed an artificial intelligence model or a competing service;
- Reproducing or distributing outside the Platform the grading grids and criteria, corrections, clinical cases, lessons, sheets and flashcards;
- Removing or altering the intellectual property notices placed on the Content;
- Sharing their login credentials or allowing a third party to access their Account.

Article 8 – Artificial intelligence and limited warranty on Content

8.1. The User is informed and accepts that the responses of Virtual Patients, the corrections and educational feedback, and the debriefs and sheets of the Atlas mentor are generated or assisted by artificial intelligence technologies.

8.2. Due to the probabilistic nature of AI models, generated Content may contain factual errors, medical inaccuracies, inconsistencies or hallucinations (false information presented as true). Qurmi strives to minimize these errors through validation processes, but cannot guarantee the accuracy, completeness or relevance of all of the Content.

8.3. The User is solely responsible for the use they make of the Content and acknowledges that it cannot replace the clinical judgment of a qualified healthcare professional.

8.4. The assessments, scores, leaderboards and progress produced by the Platform are indicative and educational. They do not constitute an official academic assessment or a certification. When an Institution or a Professor uses the Platform, grading and its consequences are their sole responsibility.

8.5. The User may dispute a grading criterion from the Platform. Qurmi reviews the dispute within a reasonable time, with no obligation to change the correction.

8.6. Images of patients and scenes are synthetic creations that do not depict any real person. Any resemblance is coincidental.

Article 9 – User Content

9.1. Some Services allow the User to publish User Content: questions, answers, comments and images on the forum, disputes about criteria, group announcements and, for Professors, clinical cases.

9.2. The User retains the rights to their User Content. They grant Qurmi, worldwide and for as long as the content is published, a non-exclusive, royalty-free license to host, reproduce, display, technically adapt, moderate and make this content available to other Users as part of the Services.

Clinical cases created by a Professor remain their property. Those they have made public may remain available to other Users after their Account is deleted, in anonymized form. When these cases are created under a license purchased by an Institution, what happens to them is governed by the agreement between Qurmi and that Institution.

9.3. It is strictly prohibited to publish:

- any data relating to a real patient who can be identified directly or indirectly (name, initials combined with a date, date of birth, photograph, non-anonymized imaging or document, file number);
- any personal data of a third party;
- any unlawful, defamatory, discriminatory, abusive, commercial or advertising content;
- any content infringing the rights of third parties, in particular the reproduction of protected books or exam papers;
- any content presented as a validated medical recommendation when it is not.

An automatic check may block a message containing personal data; this does not release the User from their obligation to anonymize, for which they remain solely responsible.

9.4. The User is solely responsible for the User Content they publish and shall indemnify Qurmi against any third-party claim in this respect.

9.5. Any User may report content. Qurmi may, without notice or compensation, remove, hide or edit any User Content that breaches these Terms and suspend its author's Account.

9.6. User Content is not checked by Qurmi, is the sole responsibility of its author and does not constitute medical advice.

Article 10 – Voice Mode

10.1. Voice Mode allows the User to talk with the Virtual Patient by voice. Turning it on requires permission to access the device's microphone.

10.2. By turning on Voice Mode, the User agrees that their voice will be transmitted in real time, from their browser, to Qurmi's artificial intelligence provider in order to be transcribed and processed. Qurmi does not keep the audio recording; the written transcript is kept with the consultation for grading purposes, like any written exchange.

10.3. The User undertakes to use Voice Mode in an environment where no third-party conversation can be picked up. The processing conditions are detailed in the Privacy Policy.

Article 11 – Social features and leaderboards

11.1. The Platform includes social features: leaderboards (Daily Case, weekly leaderboard), leagues, streaks and friends. By taking part, the User agrees that their first name will be shown to other Users. They may ask to no longer appear in leaderboards by writing to contact@qurmi.com.

11.2. As long as a leaderboard has fewer than eight (8) real participants, it may be supplemented by demonstration profiles. These profiles have no effect on the User's attempt, score or rank relative to the other real participants.

Article 12 – Professor space, groups, exams and Institutions

12.1. A Professor may create groups, invite Users to them by code or by e-mail, give them assignments, organize timed exams and create their own clinical cases.

12.2. By joining a group, the User agrees that the Professor and, where applicable, the Institution may access their results for the activities of that group: scores, corrections, transcripts of assigned consultations, time spent, progress and, during an exam, the indicators described in Article 12.3. The User may leave a group at any time; data from activities already completed remains available to the Professor.

12.3. During a timed exam, the Platform may require full-screen display and detect exits from full screen, tab or window switches, copy-pasting and right-clicks. These events are counted, recorded and reported to the Professor; above the threshold set by the Professor, the exam is automatically submitted. Any academic consequences drawn from these indicators are the sole responsibility of the Professor or the Institution.

12.4. When the Platform is used from an Institution's digital learning environment (LTI integration), the results of the activities concerned are sent to that environment.

12.5. The Professor warrants that they are authorized to collect and view their students' data, undertakes to use such data only for educational purposes in accordance with applicable regulations, and is responsible for the accuracy and lawfulness of the clinical cases and content they create. Cases created by a Professor are not validated by Qurmi.

12.6. Institutions are bound to Qurmi by a separate license agreement, which prevails over these Terms in their relationship with Qurmi.

Article 13 – Fair use and technical limits

13.1. The Services are provided for personal, educational and reasonable use, corresponding to the training of a single User.

13.2. To ensure the availability of the Platform and control artificial intelligence processing costs, Qurmi applies technical limits: number of requests per period and volume of artificial intelligence processing per User over a rolling period. If these limits are exceeded, the features concerned may be temporarily unavailable until the end of the period; the User is informed of this in the interface. These limits are set well above normal individual use.

13.3. Clearly abnormal, automated or shared use, or use aimed at extracting the Content, may lead to the suspension of the Account under the conditions set out in Article 16.

Article 14 – User obligations

The User undertakes to:

- Use the Platform for its intended purpose (training and clinical simulation for educational purposes);
- Not use the Platform for illegal, fraudulent, harmful or immoral purposes;
- Not attempt to bypass the Platform's security measures;
- Not introduce viruses, malware or any malicious code;
- Not intentionally overload the Platform's infrastructure (denial-of-service attacks, etc.);
- Not access or attempt to access other Users' accounts;
- Not use the Platform to make a medical diagnosis or treat a real patient;
- Comply with the rules applicable to User Content (Article 9) and the fair use conditions (Article 13);
- Respect the intellectual property of Qurmi and of third parties;
- Comply with all applicable laws and regulations.

Article 15 – Liability and warranties

15.1. Services provided “as is”

The Platform and the Services are provided “as is” and “as available”. Qurmi undertakes to use reasonable means to ensure the availability and proper functioning of the Platform, but does not guarantee uninterrupted, error-free, defect-free or virus-free access.

15.2. Limitation of liability

To the extent permitted by applicable law, Qurmi cannot be held liable for:

- Indirect, incidental, special, consequential or punitive damages, including loss of data, revenue, profits or opportunities;
- Any loss resulting from the use of, or inability to use, the Platform;
- The inaccuracy, incompleteness or obsolescence of AI-generated Content;
- The use of the Content in a real clinical setting;
- User Content and cases created by Professors;
- The acts or omissions of the third-party providers on which the Platform relies;
- Any force majeure event within the meaning of Article 20.

In any event, Qurmi's total cumulative liability under these Terms shall not exceed the total amount actually paid by the User during the twelve (12) months preceding the event giving rise to liability.

15.3. Availability and maintenance

Qurmi reserves the right to temporarily interrupt access to the Platform for maintenance, updates or improvements. Qurmi will endeavor to notify Users in advance of scheduled interruptions. No compensation will be due as a result of these interruptions.

Article 16 – Suspension, deactivation and deletion of the Account

16.1. Suspension or termination by Qurmi

Qurmi may, at its discretion, suspend or terminate a User's Account, with or without notice, in the following cases:

- Breach of these Terms;
- Fraudulent or abusive use of the Platform;
- Conduct harmful to the interests of Qurmi, other Users or third parties;
- Request from a competent authority;
- Any other legitimate reason.

A User whose Account is suspended is informed of this when logging in, together with the reason, and may submit their observations to contact@qurmi.com. In the event of termination for serious breach, no refund will be granted.

16.2. Deactivation by the User

The User may deactivate their Account from their settings. Access to the Services is suspended and their data is kept; the Account can be reactivated on simple request to contact@qurmi.com.

16.3. Deletion by the User

The User may permanently delete their Account from their settings. Deletion is immediate and irreversible: profile data is anonymized, progress history is deleted or anonymized, and any current Plan is cancelled without refund of the remaining period, of which the User is warned before confirming the deletion. Billing data is kept for the legally required period. Published User Content is handled in accordance with Article 9.2. Other personal data is processed in accordance with the Privacy Policy.

Article 17 – Referral program

Qurmi may offer a referral program granting benefits (subscription days, extra cases) to the referrer when the referred person purchases a paid Plan. The conditions and caps are shown on the Platform. Benefits have no cash value, are neither transferable nor refundable, and Qurmi may change or suspend the program at any time. Any abuse, in particular self-referral or the use of multiple accounts, leads to the cancellation of the benefits and may justify the suspension of the Account.

Article 18 – Communications

Qurmi sends the User the e-mails required to perform the contract: registration confirmation, Account security, purchase, payment notice and confirmation, failed payment, invoices, group notifications. These messages cannot be turned off as long as the Account exists. Marketing communications and the newsletter are optional; each contains an unsubscribe link.

Article 19 – Hyperlinks and third-party services

The Platform may contain hyperlinks to third-party websites. Qurmi has no control over these sites and accepts no liability for their content, availability or data protection practices.

Access to these third-party sites is entirely at the User's own risk.

Article 20 – Force majeure

Qurmi cannot be held liable for the total or partial non-performance of its obligations if such non-performance is due to a force majeure event, including but not limited to: natural disasters, war, epidemic, pandemic, act of terrorism, power or telecommunications failure, large-scale cyberattack, governmental or judicial decision, general strike, failure of Internet service providers.

If a force majeure event lasts more than thirty (30) consecutive days, either party may terminate these Terms without compensation.

Article 21 – Changes to the Terms

Qurmi reserves the right to change these Terms at any time. Users will be informed of any substantial change by e-mail and/or by a notice displayed on the Platform, at least thirty (30) days before the new Terms come into force.

A User who does not accept the amended Terms must stop using the Platform and delete their Account before the date on which the changes come into force. Continued use of the Platform after that date constitutes acceptance of the new Terms.

The date and version of the Terms accepted by the User are recorded in their Account. The applicable version of the Terms is the one in force on the date the Platform is accessed.

Article 22 – Severability

If any provision of these Terms is declared void or unenforceable by a final court decision, the other provisions shall remain in full force and effect. The void provision shall be replaced by a valid provision that comes closest to the original intention of the parties.

Article 23 – Entire agreement

These Terms, supplemented by the Privacy Policy, constitute the entire agreement between the User and Qurmi relating to the use of the Platform. They replace and cancel any prior agreement, undertaking or proposal with the same purpose.

Qurmi's failure to enforce a breach by the User of any of the obligations set out in these Terms shall not be interpreted as a waiver of the obligation in question.

Article 24 – Governing law and dispute resolution

24.1. Governing law

These Terms are governed by and construed in accordance with Moroccan law, without prejudice to the mandatory consumer protection provisions applicable in the User's country of residence.

For Users residing in the European Union, the mandatory consumer law provisions of the Member State of residence apply insofar as they offer greater protection than Moroccan law.

24.2. Amicable settlement

In the event of a dispute relating to the interpretation, performance or termination of these Terms, the parties undertake to seek an amicable solution before taking any legal action. The User may send their complaint to Qurmi by e-mail at contact@qurmi.com.

24.3. Jurisdiction

Failing an amicable settlement within thirty (30) days, any dispute shall be submitted to the exclusive jurisdiction of the courts of Rabat (Morocco), subject to mandatory legal provisions granting jurisdiction to the courts of the consumer's place of residence.

Article 25 – Language

These Terms are drafted in French. Any translation, including this English version, is provided for information purposes only. In the event of any discrepancy, the French version prevails.

Article 26 – Contact

For any question about these Terms, the User may contact Qurmi:

By e-mail: contact@qurmi.com

By post: Qurmi SAS – 43, apartment 26, rue Aguelmane Sidi Ali, Agdal, Rabat, Morocco