

Legal Notices and Terms of Use of the AbxBMI® Application

The AbxBMI® application is published by TANDEREV, a company with a capital of 37,000 euros, registered under number 493 105 357 RCS Clermont-Ferrand, and headquartered at 84, avenue de la République 63050 Clermont-Ferrand Cedex 2.

The AbxBMI® Application

AbxBMI® is an application designed by a multidisciplinary group of physicians, in partnership with the French-Speaking Society of Infectious Pathology (SPILF), aimed at providing clinicians with a basis for recommendations derived from a review of scientific literature for adapting antibiotic dosages based on patient weight. AbxBMI calculates a given patient's BMI (Body Mass Index), Ideal Body Weight (IBW), Adjusted Body Weight (ABW), and Lean Body Weight (LBW), and may propose an adaptation solution for a given antibiotic based on current literature data.

AbxBMI® can only propose dosages if you enter a value in the relevant field for a given patient: it is merely a calculation tool.

AbxBMI® cannot provide you with a definitive therapeutic solution because:

- The lifespan of certain therapeutic or scientific information can be short. Time may render the proposals of this tool questionable, requiring vigilance and data updates.
- Implementing antibiotic treatment involves a set of knowledge and factors that only the healthcare team can know (severity of the situation, clinical aspects, comorbidities, microbiological documentation, evolution, MIC for a given antibiotic, local ecology or resistance mechanisms of the germs involved, potential interactions or toxicity, etc.).
- Furthermore, the information provided on AbxBMI® regarding pharmaceutical products is intended solely for healthcare professionals residing in France. Other countries may have different laws, regulations, and medical practices, thus requiring references to different or additional information or texts.

Intended Recipients

AbxBMI® is intended for various informed users trained in infectious diseases, located in France, practicing in the public hospital sector or private practice:

- Members of healthcare professions authorized or not to prescribe or dispense medications or to use them in their practice.

Tanderev disclaims any responsibility in case of use of the services offered on AbxBMI® to healthcare professionals by a user who has impersonated a healthcare professional or who is not part of the medical community. Tanderev expressly reserves the right to unilaterally terminate all or part of a client's access rights and, if necessary, to disable the use license granted to any individual under the terms of use and the User License Agreement.

By using AbxBMI®, the user acknowledges having read and accepted all the terms of these conditions and the attached User License Agreement. Tanderev cannot be held responsible for any deletion of access to products and services thus carried out.

Antibiotics and Patient Weight

The list of antibiotics proposed in AbxBMI® is not exhaustive. It is a consensus reflection of the authors' practices and/or data available in the literature. Weight calculations to guide adaptation are based on normal renal function, normal liver function, and normal gastrointestinal function (especially for obese patients who have undergone gastrectomy)... Therefore, these factors and any comorbidities that may affect management should be considered.

Duration of Use

The use of the application and the application of its terms of use take effect upon reading and accepting these conditions.

The duration of use is not limited in time, and the terms of use remain valid as long as the application and its data are installed on the user's device.

Personal Data

AbxBMI®, when used alone, does not collect personal data about users. If, in the course of correspondence, you transmit personal data to us, you have the right to modify or delete the collected personal information in accordance with the French Data Protection Act No. 78–17 of January 6, 1978, and the European GDPR directive.

Tanderev is committed to ensuring that information relating to the users of this application is processed in strict compliance with the applicable regulations, including GDPR. No personal data will be transmitted, sold, or transferred to third-party organizations.

You can exercise this right on the antibiogarde.org website. This right can also be exercised by mail or by faxing your request to the following coordinates:

Tanderev SAS
84, avenue de la République
63050 CLERMONT-FERRAND cedex 2
Tel: +33 4 73 98 39 39
Fax: +33 4 73 98 39 35

Intellectual Property

The use of the AbxBMI® application does not confer any rights to users. These rights remain the exclusive property of Tanderev SAS.

Thus, all texts, images, logos, downloadable documents, and other elements reproduced on the application are reserved and protected by intellectual property rights. In accordance with the Intellectual Property Code, only personal use is authorized, and any other use constitutes infringement and/or copyright violation, punishable under said Code.

Consequently, the user may not, under any circumstances, reproduce, represent, distribute, market, or modify all or part of the content of the application without the prior and express consent of Tanderev SAS. Any unauthorized use of all or part of the site (piracy, infringement, etc.) may result in legal action.

Responsibility

Tanderev will endeavor to include scientifically accurate, comprehensive, up-to-date, reliable, lawful, intelligible, and validated information in the AbxBMI® application for the intended audience.

However, despite the meticulous care taken in collecting the information and creating the application, errors, omissions, inaccuracies, cuts, or additions independent of its will may occur. For all these reasons, access to the application and the use of its content remain at the user's risk and responsibility, and neither Tanderev nor any other party involved in the creation and operation of the data of the AbxBMI® application shall be liable for any damage caused by access, use, or inability to access or use, or by any error or omission in its content. Tanderev cannot, therefore, be held responsible for any direct or indirect harm resulting from the use of the information from the AbxBMI® application.

Restriction and Exclusion of Remedies and Damages

The user acknowledges and accepts that they cannot obtain any compensation from Tanderev for direct damages related to the use of the application. The user acknowledges that they cannot claim any compensation from Tanderev for other damages, including special, indirect, incidental, or consequential damages and loss of profits.

This limitation applies to:

- Any matter related to the AbxBMI® application, the services provided to the user via the application, or the content on third-party websites; and
- Claims for breach of contract terms or warranty violation; or claims for liability without fault, negligence, or other tort, within the limits permitted by applicable regulations.

It also applies even if:

- The repair, replacement, or refund of the AbxBMI® application does not fully compensate for any damage suffered; or
- Tanderev knew or should have known about the possibility of such damages.

Jurisdiction – Applicable Law

In the absence of an amicable agreement between the parties regarding the interpretation or execution of these Terms of Use, the courts of CLERMONT FERRAND shall have exclusive jurisdiction over any disputes that may arise, including in summary proceedings. This contract is governed by French law.