

iCLUSiON Platform

User Terms and Privacy Policy

- 1. Acceptance of Terms.** Any person that has received a lawful, original and personal activation e-mail from iCLUSiON with login credentials for the iCLUSiON Platform is considered and Authorized User. Your use of the dedicated specially designed iCLUSiON e-portal (hereinafter the “iCLUSiON Platform”) is governed by this User Terms and Privacy Policy (hereinafter the “Terms”). iCLUSiON reserves the right to update the Terms at any time without any further notice to you. The latest version of the Terms can be found at the User Terms and Privacy Policy link at the bottom of the iCLUSiON Platform webpages. *Only if you agree to these Terms you are permitted to use the iCLUSiON Platform.* The acceptance of the Terms does not affect any other obligations you may have towards iCLUSiON under any other agreement.
- 2. Responsibility for account.** You will be solely responsible for maintaining the confidentiality of your password and account and for the proper use of your account. You agree to notify iCLUSiON immediately in case of any (suspicion of) unauthorized access of your account. iCLUSiON shall not be responsible for any consequences resulting from unauthorized access of your account. It is in no event permitted to use the account of another Authorized User. You are responsible to ensure that you only enter the iCLUSiON Platform from a computer that is protected against interference, viruses and spyware.
- 3. Proper Use of iCLUSiON Platform.** iCLUSiON grants to you the non-exclusive, non-transferable and limited authorization to access and use of the iCLUSiON Platform solely during the term that you are an Authorized User of the iCLUSiON Platform for access and use in accordance with; (a) the purpose of the iCLUSiON Platform; (b) the permitted uses as specified in these Terms; and (c) in accordance with the terms and conditions of any other documentation and reasonable instructions provided by or on behalf of iCLUSiON.
- 4. Limitations of Use.** You may not perform any actions in relation to the iCLUSiON Platform that are; (a) against the law, including but not limited to any privacy laws; (b) damaging the rights of other Authorized Users, iCLUSiON or its clients; (c) not in compliance with the Terms or iCLUSiON’s instructions for use; (d) permitting or facilitating unauthorized access to the iCLUSiON Platform; (e) in breach with any proprietary rights of iCLUSiON or its clients; (f) in breach any confidentiality instructions or obligations with respect to the information presented on the iCLUSiON Platform, whether from iCLUSiON, its clients or other Authorized Users; (g) resulting in the processing of incorrect or false information on the iCLUSiON Platform; and (h) resulting in unauthorized changes or modification to the iCLUSiON Platform.
- 5. Use of Information.** Any use of information or documents on the iCLUSiON Portal shall be in strict compliance with these Terms. You may not delete or otherwise make invisible any copyright marks or property language from the iCLUSiON Platform or any of the documents supplied by the iCLUSiON Platform. You are not permitted to make any modifications to the information and documents on the iCLUSiON Portal, except when it pertains to your own personal data, in accordance with the Terms.

iCLUSiON makes no representations about the suitability of the information and documents on the iCLUSiON Portal for any purpose; they are provided “as is” without any warranty.

6. **Property.** You agree that all works, inventions, developments, discoveries, innovations and/or all similar creations, which are made, created, developed, conceived or reduced to practice relating to the iCLUSiON Platform (“Developments”) are or will become the exclusive property of iCLUSiON, with the inclusion of any intellectual property rights pertaining to such Developments and the respective rights to register or apply for such intellectual property rights, as they may exist anywhere in the world.
7. **Control.** iCLUSiON has and will retain sole control over the operation, provision, maintenance and management of the iCLUSiON Platform, including the selection, deployment and modification of the iCLUSiON Platform and performance of any maintenance, upgrades, corrections and repairs thereto. iCLUSiON reserves the right, in its sole discretion, to make any changes to the iCLUSiON Platform.
8. **Prohibited actions.** Without prejudice to any of the other obligations under these Terms, you hereby agree and warrant that you shall not, directly or indirectly:
 - a. transfer to any other person any of your rights to use the iCLUSiON Platform, unless herein explicitly agreed otherwise;
 - b. copy, modify or create derivative works of the iCLUSiON Platform, its functionality, components, features, design or graphic and specifications. In addition, you shall not access or use the iCLUSiON Platform for purposes of competitive analysis, development, provision or use of a competing service or product or any other purpose that is to iCLUSiON’s detriment or commercial disadvantage;
 - c. bypass or breach any security device or protection used by or in relation to the iCLUSiON Platform;
 - d. sell, rent or lease the iCLUSiON Platform;
 - e. access or use the iCLUSiON Platform in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of iCLUSiON or any third party, or that violates any applicable law;
 - f. publish or disclose to third parties any information, contents, form or evaluation of or in relation to the iCLUSiON Platform without iCLUSiON’s prior written consent; and
 - g. access or use the iCLUSiON Platform beyond the scope of the authorization granted under these Terms.
9. **Termination of access and use.** If you are no longer an approved Authorized User, iCLUSiON shall terminate and deactivate access to the iCLUSiON Platform. iCLUSiON may in addition, by use of any means, suspend, terminate, deactivate or otherwise deny you access to or use (any part of) the iCLUSiON Platform, without incurring any resulting obligation or liability; if iCLUSiON receives a judicial, governmental or law enforcement request in any form which (expressly or by reasonable implication) requires iCLUSiON to do so, or iCLUSiON believes, in its good faith and reasonable discretion, that you; (a) have failed to comply with any of the Terms; (b) have accessed or used the iCLUSiON Platform beyond the scope of the rights and authorizations granted or for a purpose not authorized under the Terms; or (c) there is a reasonable presumption to assume that you are or have been involved in any fraudulent, misleading or unlawful activities.
10. **Material Infringement.** Any access or use of the iCLUSiON Platform by you or facilitated by you outside the scope of the authorizations and rights granted by these Terms shall constitute material infringement thereof, and iCLUSiON reserves all rights and remedies whatsoever with respect to any such material infringement, including any rights or remedies in equity or at law.

11. **Personal Data.** You agree and understand that for the purpose of collecting relevant information for iCLUSiON's clients when initiating a clinical trial, you may be requested to provide personal data that will be collected and processed on the iCLUSiON Platform, in order to; (a) identify you as a (potential) participant in a clinical trial for iCLUSiON's client; and (b) for iCLUSiON's client to comply with regulatory requirements related to such clinical trials (together the "Purpose"). Such personal data includes, without limitation, your first and last name, address, date of birth, contact details, professional experience and expertise, training logs, certificates and licenses and information on financial interest disclosure forms ("Data"). You hereby agree to in no event provide iCLUSiON - or upload on iCLUSiON's Platform - any (sensitive) personal data of another data owner, such as, but not limited to, patient data.
12. **Cookie policy.** By using the iCLUSiON Platform you consent to the use of session cookies. The use of session cookies enables the iCLUSiON Platform to remember the information you provided from page to page within the Platform while using the Platform without having to authenticate or reprocess the provided information. When closing the iCLUSiON Platform the session cookies will be deleted.
13. **Data Consent.** By agreeing to these Terms you freely consent that iCLUSiON, its clients and its respective designees may collect, use, store and otherwise process your Data, to the extent necessary for the Purpose, and as such may transfer your Data to persons, companies, client affiliates, legal and regulatory agencies and other competent authorities ("Third Parties"), including Third Parties which may be located in other countries than my country of residence and that such other countries may provide a lower level of legal protection of my Data. You understand that you have the right to; (a) request additional information about the type of processed Data, the Purpose and Third Parties; (b) request a copy of your Data stored or processed by a iCLUSiON, its clients and/or its designees; and (c) request to correct, complete, erase or block your Data to the extent it is incorrect, not in compliance with the Purpose or any applicable laws or regulations. You have the right at any time to withdraw your consent to further processing of your Data, in which case, you are aware it is no longer possible to participate in any trials offered under the iCLUSiON Platform.
14. **Security Measures and Contact.** iCLUSiON and its clients shall use any reasonable security measures to protect your personal data from any further disclosure than as provided for under the Terms. However, you should be aware that neither iCLUSiON nor its clients can be responsible for security of transmissions of Data over the internet, given the open and unsecured character of the internet. If you link to a third-party website through the iCLUSiON Platform, you should inform yourself of the data privacy and cookie policies of such third party website. Neither iCLUSiON nor its clients can make any representations or warranties with respect to such third-party websites. If you have any questions or concerns regarding the Terms on the Personal Data, Cookie or Data Consent policy, please contact us at the following e-mail address: dataprotection@iCLUSiON.com
15. **Disclaimer.** To the fullest extent permitted by law, all representations, conditions and warranties by iCLUSiON (whether as to results, quality, merchantability, fitness or otherwise) express or implied by statute, any law system, equity (if applicable), trade, custom or otherwise, for the use of the iCLUSiON Platform and/or data generated by it, are expressly excluded. The use of the iCLUSiON Platform and data generated by it is at your sole risk and responsibility and to the extent permitted by law, iCLUSiON will not bear any liability arising from or related to the use that you make of the iCLUSiON Platform and data generated by it. Under no circumstances shall iCLUSiON or its clients be liable towards you for any

form of consequential, special, punitive or indirect damages (to include loss of profit or business) in connection with the use of the iCLUSiON Portal.

16. **Applicable Law and Jurisdiction.** The Terms will be governed by and construed in accordance with the laws of the Netherlands, without its conflict of laws provisions and any dispute between you and iCLUSiON shall be finally settled by the competent court of The Hague, The Netherlands.
17. **Non-Exclusivity.** Nothing in these Terms shall be read to prevent iCLUSiON from entering into similar arrangements with other persons or entities.