Terms of Use of Service

Version: 2.0
Effective date: September 28th, 2021

These Terms of Use of the ShareCRF service (hereinafter " **Service**") are subscribed between Inetsys S.L. (hereinafter " **ShareCRF**") and any person (hereinafter "**User**") who accesses and uses the Service.

The type of access and use of the Service by the User will depend on the level of access that is provided by either the entity or people that contracts the Service (hereinafter "**Client**") and the agreements that this one (the Client) has agreed with ShareCRF.

Regardless of how our Service is provided to you, your use of our services is subject to the terms listed below. Failure to comply with these terms may result in the suspension of your account or even damages.

1. Login account

To use our Service, you must create an account. It is essential that you choose and configure your password. Although ShareCRF makes every effort to keep your account safe and protected from unauthorized access, your actions are the most critical factor in maintaining the account's security. Due to all of the above, you are obliged to establish a secure password, taking into account that long passwords that mix numbers, letters and symbols, are more secure than short ones that do not combine numbers, letters and symbols. You should avoid passwords that are the same or similar to those you use in other services.

You are responsible for the actions that are carried out from your account. You must inform ShareCRF if you are aware or suspect that either your account or access credentials are in possession of unauthorized third parties, and also have an obligation to immediately take adequate security measures, like changing your account login credentials.

2. Right of use

By accepting these Terms of Use of the Service, you acquire a non-exclusive, non-transferable and limited right to access and use the Service as provided to you.

You use our Service at your own risk and responsibility, and you are responsible for using a secure device with an Internet connection and an up-to-date standard web browser.

You are aware and accept that our Service is subject to regulations compliance related to medical research, and as a consequence, you acknowledge and accept that your actions within the Service may be recorded in an audit trail and be linked to your username and IP address.

3. **Obligations of the User**

By accepting these Terms of Use of the Service, you acknowledge and agree to be solely responsible for any activity from your account on our Service. In this sense, you agree not to use our Service if such use generates any breach of any law or regulation that applies either to you, us, or the people whose information you choose to process through our Service. Notwithstanding the foregoing, and by way of example and not as a limitation, you agree to:

a. Not to violate the rights of ShareCRF nor the rights of third parties.
b. Review these Terms of Use, or any other applicable conditions, verifying the changes that any of them may have undergone from time to time.
c. Review the communications received from ShareCRF, as they may contain important information.
d. Not to use the Service for commercial purposes, especially to collect information or content to provide services that constitute competition for Inetsys.
e. Refrain from taking any action that involves introducing computer viruses, worms, Trojans or any other kind of malicious code intended to interrupt, destroy or limit the functionality of ShareCRF.
f. Not to modify or try to alter the Service in any way or to take actions or use means aimed at simulating either the appearance or functions of the Platform or the identity of ShareCRF.
g. Not damage, disable, overload, hinder the Service (or the network or networks connected to the service), or interfere with its use and enjoyment.
h. Not to use reverse engineering techniques and/or to decipher, decompile, or use any other system intended to know the platform's source code or any element subject to either copyright or underlying intellectual property.

i. Refrain from avoiding the technical security measures of our systems or the systems of third parties.

j. Not use, without prior consent, any software, devices or other manual or automated processes to collect (scraping) any content within our Service;

k. Not to carry out any type of acts that may infringe either rights or interests of Inetsys or third parties, such as, for example, intellectual or industrial property rights (patents, trademarks, copyright, trade secrets ...).

If you violate any of the obligations in these Terms of Use, ShareCRF reserves the right to review, edit, limit, reject or delete any data you have stored or processed. In addition, ShareCRF also reserves the right to limit or deny access to the Service to the User and disclose their personal data to relevant third parties affected by the improper use of the Service.

4. Privacy and data

You agree and warrant that any data stored or processed by you on our Service does not violate or infringe any applicable law or third party rights. Furthermore, if you use our Service to process personal data, you expressly declare and warrant that you have a valid legal basis for such personal data processing.

Unless strictly necessary, you should not use our Service to process or store directly identifiable personal information (for example, names, personal identification numbers, addresses, ... etc) without additionally ensuring that you use security measures to protect such information, for example, by encrypting such information.

The User will have an obligation to defend, indemnify and exempt ShareCRF from all claims, actions, procedures, losses, damages, expenses and costs that arise from or in relation to the breach by the User of the above statements and guarantees.

5. Content

The User must make reasonable efforts to study the user guides and instructions of the Service.

The Service may contain links to pages or websites of third parties, over which ShareCRF has no control and therefore does not assume any responsibility, neither for their content or correct operation nor for the consequences arising from accessing them. The User acknowledges and accepts that the same links lead to external and unrelated sites, both ShareCRF and Inetsys and that they do

not approve or review the functions, advertising or, in general, the content included in third party pages even when they are linked from ShareCRF; Therefore, it cannot guarantee that there are no computer threats, viruses or malware or that they contain illegal or inappropriate content or other links that, in turn, lead to sites with one or more of the above characteristics.

The User acknowledges and accepts that we do not previously review their content or the user's use of our Service and that we cannot directly influence how the Service is used. Everything that the User does with our Service and all the data that they process with our services is their sole responsibility.

The User is aware that the Service is focused on being a research tool and that the content found in the Service does not constitute any medical advice and should not be relied on to make or refrain from making medical decisions.

6. Liability exclusions

ShareCRF works continuously so that the Service is available at all times. However, the Platform will be shown "as is", according to availability and the limitations that apply at all times.

Despite the continuous effort made by ShareCRF to protect the systems and content included in ShareCRF through the use of common security standards on the Internet, it is not possible to offer full guarantees in relation to intrusions or loss of information that may occur. In the same way, the absence of viruses or other harmful elements in ShareCRF or in third-party sites that may cause alterations in the computer system that the User uses to access the Service cannot be guaranteed. For this reason, the User assumes and understands that there are situations that may escape the control of ShareCRF.

ShareCRF declines all responsibility for the misuse that the User makes of the Service and for the breach of its obligations or commitments assumed under these Terms of Use or any other that may be applicable.

In general, neither ShareCRF nor its collaborators will be liable in the event of loss of profit or consequential damage due to any issue.

7. Modifications

ShareCRF reserves the right to make modifications of any kind to the Service, whether in its appearance or interface, functionalities, in the code, in the developments, etc.

ShareCRF reserves the right to either modify or complement these Terms of Use at any time. If you do not want to accept a modification, you can cancel the use of our Service from the date the amended Terms of Use take effect. The Use of the Service after the effective date will constitute acceptance of the amended Terms of Use.

8. Safeguarding and interpretation

These Terms of Use constitute a unique agreement between the User and ShareCRF.

If the competent authority declares any provision as illegal, invalid or unenforceable, it will be understood that it must be interpreted in the manner closest to the original intention of such provision. In no case will such a statement regarding any or some clauses affect the validity of the remaining ones.

The non-demand by ShareCRF of strict compliance with any of these Terms of Use does not constitute and may not be interpreted in any case as a waiver on its part to demand it in the future.

9. Legislation and jurisdiction.

The relationship between the user and ShareCRF by virtue of these Terms and Conditions will be governed by Spanish legislation and, in the event of a conflict in its interpretation or compliance, both parties will submit, expressly waiving any other jurisdiction that may correspond to them, except that by law a different jurisdiction is imperatively determined, to the Courts and Tribunals of Madrid.

10. Transfer of rights and obligations

ShareCRF is entitled to transfer its rights and obligations under these Terms of Use to a third party that may acquire our Service or our relevant business operations.