

# Terms & Conditions Castor EDC & SMS

## 4 December 2015

**BY USING OR ACCESSING THIS WEBSITE OR WEB APPLICATION, YOU ARE CONSIDERED A USER OF AND AGREE TO ACCEPT ALL APPLICABLE LAWS AND REGULATIONS.**

This Terms and Conditions Agreement ("Agreement") governs any Users' use of the 'Castor' Websites, <http://castoredc.com/>, <http://sms.castoredc.com> ("Website" or "Site"), Web Applications ("App"), or Castor Services ("Services") owned and operated by Ciwit B.V. ("Castor", "we"; "our"; "us") located within the Netherlands.

Users' are accepting the Terms of this Agreement, by simply using the Website including the use of any subsidiaries or sub-domains, which shall indicate the Users' acceptance or by completing any form that references this Agreement, the User is agreeing to the Terms defined within this Agreement. If for any reason a User disagrees with any Terms of this Agreement, the User is required to log off and refrain from using the Website immediately.

By using this Website users agree that all their actions will be logged in an audit trail. These actions include: logging in or out, creating forms, managing users, entering removing or changing data, sending surveys, changing settings.

Any User that represents a Company or as an Individual and has the authority as an entity, is stating they have full consent and authority from the Company to bind all Terms of this Agreement. The term "User" or "Users'", shall refer to any individual or company representative who is representing the Users' entity and its affiliates.

### **APPROPRIATE CONDUCT AND USE**

Castor reserves the right to modify, reject or eliminate any material residing on or transmitted to or through its Website, Web Applications, this Agreement or any other policies that it, in its sole discretion, believes is unacceptable or is in violation of the law or these Terms. Users' agree to be compliant of all Castor policies, including

this Agreement with regards to all local, state, national, and international laws, rules and regulations, as well as any laws regarding the transmission of technical data exported from the Users' country of residence.

No User shall use the Website for any fraudulent or inappropriate purpose. Users' agree not to promote unauthorized use of a third party or to encourage the unauthorized use of a third party to use any portion of the Website to transmit or upload any content that is against Castor policy, the law, abusive, unauthorized, harassing, obscene, slanderous, virus containing, or is otherwise distasteful as reasonably determined by Castor. Users' agree not to resell, reproduce or take advantage of any part of the Website by robot, spider, other automated device, or manually to monitor or duplicate any content without our expressed written permission.

Castor reserves the right to seek all remedies available at law and in equity for violation of these Terms, and reserves the right to investigate complaints or reported violations of these Terms and take any action deemed necessary and appropriate. We may take action to disclose any information necessary or appropriate to such persons or entities relating but not limited to e-mail addresses, usage history, posted materials, IP addresses and traffic information.

## **ADVICE**

The contents found on the Castor Website, Applications, or Services shall not constitute any medical advice and should not be relied upon in making or refraining from making any medical decisions.

## **HARRASSMENT**

No harassment, discrimination, or abuse is tolerated within the Website. Any abuse complaints will be thoroughly investigated and may be reported to the individual User local authorities, and charges may be brought against that User both civilly and criminally. Castor cooperates fully with law enforcement and will provide any and all records requested within the law or by court order. Furthermore, if any of the above is conducted while using contact information obtained within the Website, we

hold the right to restrict any User from access to our Website at any given time for such breach of Terms.

Users' of this Website, agree not to do the following, but are not limited to only these conditions:

1. Engage in any type of activity that negatively affects the purpose or intention of the Website, including but not limited to, actually or attempting to manipulate, corrupt or otherwise affect the outcome of the services, in whole or in part, by, among other methods mentioned or not mentioned, subscribing another person or party without their authorization or registering multiple subscriptions under the same or different names; these activities include:

- Upload, post, publish, comment, e-mail, reproduce, distribute or otherwise transmit any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, or explicit or unnecessarily graphic descriptions of accounts of and situations pertaining to sexual acts.
- Upload, post, publish, comment, e-mail, reproduce, distribute or otherwise transmit any content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability or harm minors in any way.
- Upload, post, publish, comment, e-mail, reproduce, distribute, or otherwise transmit any content that User does not have a right to transmit under any law or under contractual or fiduciary relationships. This includes any inside information or proprietary or confidential information.
- Upload, post, publish, comment, e-mail, reproduce, distribute, or otherwise transmit any content that infringes upon any patent, trademark, trade secret, copyright or other proprietary rights of any party; nor any unauthorized advertising or promotional materials. This includes junk mail, spam, chain letters or any other form of solicitation.
- Upload, post, publish, comment, e-mail, reproduce, distribute, or otherwise transmit any material that contains software viruses, Trojan horses, worms, or any other computer code, files or programs, designed to maliciously, whether intended to or not, interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

- Impersonate any person or entity, falsely state or otherwise misrepresent User affiliation with a person or entity.
  - Forge or manipulate packet headers in order to disguise the origin of any content transmitted to or through this Website.
2. Intentionally or unintentionally violate any applicable local, state, national or international law.
3. Agree that User will not harvest, collect or store information about the Users' of this Website or the content posted by others on this Website or use such information for any purpose inconsistent with the purpose of this Website or for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic mail or communications.

Users' acknowledge Castor is not liable for material submitted or posted by its Users'. Users' acknowledge and agree the content viewed, submitted or posted is at their own discretion and risk and the views expressed do not reflect the views of Castor or its staff. Castor does not support or endorse contributed content, whether or not it has been edited by Castor and we have the right, at our sole discretion, to refuse, reject, deny or remove any content, in whole or part that does not comply with these Terms or any other policy we have posted or otherwise is undesirable, inappropriate or inaccurate.

Castor is not liable for any failure, non-failure or delay in removing such content. Users' will remain responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of such submitted material, including any contribution to we make. Users' agree to immediately notify us of any unauthorized use of the Website, its services or any other breach of security known or suspected.

## **EDITING**

Castor reserves the right to edit or remove (temporarily or permanently) the Website or any of its contents without notice and is not liable for any damages to any User for such edits or removal of its contents. These Terms may be edited at any time without notice, and the Users' continued use of the Website following any editing shall be deemed to be acceptance of such editing.

## **USERS' DATA PROTECTION**

Castor shall maintain reasonable administrative, physical, and technical safeguard methods for protection of the security, confidentiality and integrity of all User Data. Castor will not modify, disclose (except as compelled by law), or access User data except to prevent technical problems, or at a Users' request in connection with User support issues.

## **RESPONSIBILITY OF USER**

User shall be responsible for fulfilling the Terms of this Agreement and any other Policies on the Website. All Users' are responsible for supplying accurate data at all times and modifying any User information immediately when changes occur, the quality of data entered by the User, and validity of data entered by the User, including the source of the data.

Users' are required to conform to reasonable efforts to study the manual and instructions received upon creating an account and/or new CRF. The manual can be found at <https://castor.freshdesk.com>.

Users' are required to conform to reasonable efforts not to enter or present any unauthorized access to or use of the Website at anytime, and agree to contact us via email at [support@castoredc.com](mailto:support@castoredc.com) when any such breach occurs. Furthermore, Users' agree to only use the Website or any of its services in accordance with this Agreement and applicable laws and government regulations.

Users' are not allowed to store any personal information of patients or other individuals using any Castor Applications, Services or any other products provided by Castor. Users' are prohibited from creating forms that request such information (e.g. first name, last name, home address, postal code, social security number etc.) Castor shall not be held liable if a User is negligent in this policy and/or this information is accessed by any third party.

### **All Users' agree not to conduct the following:**

- sell, resell, rent or lease any content, marks, or services within the Website

- store, transmit infringing, libelous, unlawful, indirect material, or in violation of third-party privacy rights data
- store or transmit Malicious Codes
- interfere with the performance of the Website, services or any third-party data
- try to gain unauthorized access to the Website, user accounts unauthorized to access, services or any related systems

## **CONFIDENTIAL INFORMATION PROTECTION**

Users' shall use the same degree of reasonable care used to protect the confidentiality of its own confidential information and agrees not to use confidential information for any purposes outside the scope of this Agreement. Also Users' agree to also not seek personal benefit or encourage third parties to benefit personally from any confidential information and not permit unauthorized use of any confidential information that can be found on the Website.

All Users' agree to limit the exposure of confidential information to its affiliates' employees, contractors and agents who require access for only purposes consistent with this Agreement and who have signed additional confidentiality agreements. Those additional confidentiality agreements need to be consistent with the Castor agreements and policies and be no less than those herein.

## **COMPELLED DISCLOSURE**

Disclose of confidential information by Castor to a receiving party may only be allowed when obligated by law to do so, and only when proper legal documentation of notice is presented. If at anytime the disclosing party wishes to contest the disclosure it will be at the disclosing party's full cost.

If the receiving party is compelled by law to disclose the disclosing party's confidential information as part of an obligation to abide by any law or regulation, criminal action, or civil action and the disclosing party is a party of such action, and the disclosing party is not contesting the disclosure, the disclosing party will reimburse the receiving party reasonable costs for compiling and providing protected access to such confidential information.

## **INTELLECTUAL PROPERTY RIGHTS**

Castor is made available on a limited license, and no ownership right is conveyed to the user. Castor and its licensors have and retain all right, title and interest, including all intellectual property rights. The user is not allowed to resell Castor as a separate product or as part of a service. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

All Users' acknowledge Castor is the sole owner of all interest, rights, and title to its Website domain, Website exclusive design, its exclusive contents and contents design, HTML, database, back-end code, and its services, including without limitation exclusive rights to:

- Name
- Logo
- Products and there names
- Design marks
- Slogans which are trademarked
- Marks
- Web Content

All intellectual property rights are protected by International Intellectual Property Laws. Users' shall not copy, alter, modify, or create plagiaristic works from the Website or its services. Users' agree not to not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Website or its services.

## **LIMITATION OF LIABILITY**

Castor does not warrant that any use of the Website will meet any Users' requirements and reliance upon any materials, and any use of the internet in general shall be at Users' own risk.

Castor denies any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or materials displayed. Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to all Users'.

Furthermore, Users' expressly understand and agree that we shall not be liable for any direct or indirect, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from Users' usage of the Website.

Users' expressly understand and agree that Castor and its subsidiaries (if any), affiliates, employees, agents, partners and licensors shall not be liable to Users' for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses.

The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, Castor will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website. Castor makes no warranty that the functionality of the Website will be uninterrupted or error free.

These Terms shall be construed to exclude or limit the liability of Castor for death or personal injury as a result of the negligence of Castor or that of its employees or agents.

Even if Castor has been advised of the possibility of such damages resulting from use of the Website, its content or any related services, the foregoing limitations shall apply notwithstanding any failure of the essential purpose of any limited remedy and to the fullest extent permitted under applicable law.



- a. the use or performance of, the delay in providing, the failure to provide, or the inability to use, the site or the services,
- b. any information, software, products or services contained in or available through the site or the services, including information, software, products and services made available by other users of the site or the services,
- c. user specifically agrees that Castor, its affiliates, and their respective directors, officers, employees, servants and agents shall not be liable for unauthorized access to or alteration of any transmissions or data, any material or data sent or received or not sent or not received, or any transactions entered into through the site or the services or in reliance upon any information obtained through the use of the site or the services,
- d. any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of a third party's rights, including intellectual property rights, or
- e. any content sent using, or included in, the site or the services by any third party.

In the event that, notwithstanding the foregoing exclusions of liability, Castor, its directors or employees is liable to user for any amounts under this agreement under any theory of recovery, whether based on contract, tort, strict liability or otherwise, Castor's total liability in respect of such amounts shall not exceed the greater of:

- a. the amount of one hundred euros (€100.00), and
- b. the amounts actually received by Castor from user under this agreement.

## **INDEMNIFY**

Users' hereby agree to hold harmless and indemnify Castor to the fullest extent permitted by law, as such this Agreement may be amended from time to time. As well indemnify and hold harmless all its affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to a Users' use of the Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

## **JURISDICTION AND ARBITRATION**

By visiting the Website, Users' agree to the laws of the Netherlands, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between any Users' and Castor relating to this Agreement. These Terms and Conditions shall be governed by and construed in accordance with the law of the country in which the user resides and you hereby submit to the exclusive jurisdiction of choice by Castor in the Netherlands. All legal action or litigation shall be handled and agreed on during an arbitration hearing only, and the arbitrator shall decide the outcome of the litigation or legal action. All parties agree to comply with this statement and the above jurisdiction statement.

### **ATTORNEY FEES**

Users' understand they will be expected to pay immediately any and all reasonable attorney fees and all other costs incurred to collect fees or charges due under this Agreement.

### **SEVERABILITY**

Users' agree that if any provision of this Agreement is held by a court of jurisdiction within the Netherlands and is held to be contrary to law, the provision shall be modified by the court and all parties will interpret this Agreement to accomplish the objectives of the original provision to the fullest degree permitted by law, and the remaining provisions of this Agreement shall remain in effect as if nothing had ever transpired.

### **MISCELLANEOUS**

This Agreement, and any other policy listed within our Website, constitutes the entire Agreement between Users' and Castor with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between any Users' and Castor with respect to this Website. A printed version of this Agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Breach of any of the above mentioned shall result in immediate Termination of this Agreement, Users' account Terminated, and may subject the User to legal penalties, and other legal consequences internationally, depending on the location of the User.

User can and will not be held responsible for any infringement that is made by Castor on license agreements of third party components used in Castor.  
Responsibility concerning these infringements lies with Castor.