TERMS OF USE – CIWIT B.V.
CASTOR EDC AND CASTOR SMS

Version   1.2
Date   December 14, 2016

The services "*Castor EDC*" and "*Castor SMS*" are offered over the internet by the company Ciwit B.V. The use of these services is subject to the below terms of use. Using the services constitutes acceptance of these terms of use.

ARTICLE 1.   DEFINITIONS
The capitalized terms in these Terms of Use are understood to have the following meanings.

1.1   **Account**: the User's personal area of the Service. The Account (a) can be used by the User to manage and configure (i) its settings for use of the Service, (ii) its personal data, and (b) is necessary to have access to and make use of the Service.

1.2   **Agreement**: all agreements contracted between Ciwit and User about the use of the Service, of which these Terms of Use form an integral part.

1.3   **Ciwit**: Ciwit B.V., the limited liability company, registered with the Dutch Chamber of Commerce under number 54723655.

1.4   **Party:** all parties to the Agreement.

1.5   **Service**: Castor EDC and/or Castor SMS, applications offered through the internet as a Software as a Service.

1.6   **Study**: any study started by User via the Service.

1.7   **Terms of Use**: the provisions of the present document.

1.8   **User:** every user of the Service, either a consumer or a professional party being a natural person or a legal entity that concluded the Agreement with Ciwit.

1.9   **Website:** the website http://www.castoredc.com and/or http://www.castorsms.com and any subdomains and extensions.

ARTICLE 2.   APPLICABILITY AND ORDER OF PRECEDENCE
2.1   These Terms of Use, including any other terms and conditions made available on the Website or through other channels, apply to every offer of Ciwit and to every use made of the Service. The Terms of Use form an integral part of every Agreement.

2.2   Terms and conditions applied by the User that deviate from or that are not included in these Terms of Use are only binding on Ciwit if and in so far as they have been explicitly accepted in writing by Ciwit.

ARTICLE 3.   INCEPTION OF THE AGREEMENT
3.1   An Agreement can be entered into with Ciwit through an online channel, including the Website, by or on behalf of the User using a method authorized by Ciwit.

3.2   On entering into the Agreement, Parties do not form a partnership, a general partnership, a public company, a joint venture or comparable cooperation. None of the Parties is authorised to enter into commitments on behalf of the other Party.

3.3   User confirms that the e-mail address provided to Ciwit (for example on the moment of concluding the Agreement) is correct and is authorized and supervised by User. Furthermore, User agrees to receive all relevant information relating to the Agreement on the provided e-mail address. The e-mail sent by Ciwit shall be deemed to have been received at the time it reaches the server of User. User is solely responsible for the configuration of his (mail)server, including but not limited to spam or authorizations of the e-mail accounts.

3.4   Ciwit is at all times entitled to refuse User on reasonable grounds, for example violation of these Terms of Use.

ARTICLE 4.   ACCOUNT

4.1   In order to be able to make use of and have access to the Service, the User has to create an Account as described on the Website.

4.2   Upon creating the Account, the User will be obliged to provide its own credentials in the way described on the Website. The User is responsible for keeping its credentials confidential. The User is responsible and liable for all use made of and access to the Service by means of its Account. As soon as the User knows or has reason to assume that its Account and/or credentials has/have come into the hands of unauthorized third party/parties, the User must inform Ciwit of this immediately, notwithstanding its own obligations to take immediate effective measures himself, such as changing the login details to its Account.

4.3   By using the Services or the Website User agrees that all his 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.

4.4   In the event the User qualifies as a legal entity, the User warrants that it is legally authorized to represent that legal entity.

4.5   Ciwit accepts no liability for any damages resulting from unauthorized access to or use of the Service by the User or third parties.

ARTICLE 5.   SERVICE

5.1   Ciwit hereby grants the User a non-exclusive, non-transferable, limited right to access and use the Service, under the conditions of these Terms of Use and for the duration of the Agreement.

5.2   The use of the Service is at the User's own expense and risk. The User is responsible for meeting the technical and functional requirements and using the electronic communication facilities that are necessary to be able to access and use the Service.

5.3   Any use of the Service, including the transmission, distribution and making available thereof, and any other (legal) act relating to the Service, by or on behalf of the User is for the User's own risk and responsibility. Ciwit is not liable and/or responsible for the use of the Service by Users.

5.4   It is possible for User to create and test a certain Study before actually ordering the Study and making it available through the Service (going 'live'). As long as User has not gone 'live' with a Study, User is not allowed to store actual medical data on the systems of Ciwit, only fictional test data.

5.5   Notwithstanding any other provisions of these Terms of Use, and any of the User's legal obligations, the use of the Service may not, at Ciwit's sole discretion:

      a.   include software such as viruses or Trojans that can damage or erase, make unavailable or make inaccessible any computers or data of Ciwit, (other) Users or third parties;

      b.   bypass technical security measures of the computer systems of Ciwit, (other) Users or third parties;

c. involve unreasonable or disproportionate use of the infrastructure of Ciwit's or third parties' computer systems;
d. impede the functionality or functionalities of the Service;
e. involve manual or automated software, devices, or other processes to "crawl", "spider" or scrape any content of the Service;
f. constitute unauthorized or unsolicited advertising, junk, spam, bulk e-mail, scam and/or phishing;
g. infringe any of Ciwit's or third party's intellectual property rights, privacy rights or any other rights;
h. involve (virtual) child pornography, bestiality or other unlawful erotic content or acts relating thereto;
i. promote or provide instructions or information about how to engage in illegal conduct, commit illegal activities or promote physical harm or injury;
j. involve any illegal activities or activities that are contrary to morality or public order;
k. involve false or misleading information;
l. breach these Terms of Use or the Agreement; and/or
m. be unlawful in any way whatsoever.

5.6 The User warrants to refrain from the above acts. User is required to conform to reasonable efforts to study the manual and instructions received upon creating an Account and/or new Study. The manual can be found at https://support.castoredc.com/

5.7 User is not allowed to store any personal information of patients using any of the Services or any other products provided by Ciwit. User is prohibited from creating forms that request such information (e.g. first name, last name, home address, postal code, social security number, date of birth etc.). However, the aforementioned prohibitions are not applicable if User makes use of Ciwit's premium encryption module. Ciwit shall not be held liable if a User is negligent in this policy and/or this information is accessed by any third party.

5.8 Notwithstanding the previous article, it is allowed to process patient's email addresses for the purpose of performing surveys and to send any information about these surveys.

5.9 The Service may contain information that is derived from and/or may refer to third parties' websites, products or services (for instance through hyperlinks, banners or buttons). Ciwit is not responsible, nor liable for the content of such information.

5.10 Ciwit is not responsible or liable with regard to any third party services used by User or provided through the Service. Use of these third party services shall be at User's own responsibility and liability.

5.11 The User is aware that the Service is intended solely as a research tool. Contents found in the Service shall not constitute any medical advice and should not be relied upon in making or refraining from making any medical decisions.

5.12 The User acknowledges and agrees that Ciwit does not pre-screen the contents or use of the Service and that Ciwit has no influence over the contents or use made of the Service by User. Everything that has been uploaded through use of the Service by the User falls under the sole responsibility of User.

5.13 In the event that the provisions of article 5.5 are not being respected by User, Ciwit will have the right (but not the obligation), at its sole discretion, to review, edit, limit, refuse or remove any data (or any parts thereof), or refuse a User access to and/or use of the Service.

5.14 Ciwit may disclose the User's personal data and/or contents, or other data relating to the use of the Service, to third parties where it believes, in good faith, that it is necessary to comply with a court order, ongoing judicial proceeding, criminal or civil subpoena, or other legal process or request by law enforcement authorities in the Netherlands, or to exercise its legal

rights of defense against legal claims, and provided always that it notifies the User insofar legally allowed.

ARTICLE 6. PRICES AND PAYMENT

6.1 Creating an Account on the Website is free of charge. If a Study has been created and successfully made available, Ciwit may charge a fee. Ciwit will announce those fees and any additional conditions in advance.

ARTICLE 7. INTELLECTUAL PROPERTY

7.1 The Service, the accompanying software as well as all information and images on the Website is the intellectual property of Ciwit and/or its licensors. None of these items may be copied or used without prior written permission of Ciwit, except and to the extent permitted by mandatory law.

7.2 Users are authorized to reproduce the logo of Ciwit, Castor EDC or any logo relating to the Services on third party websites, but only to promote the Study and/or Ciwit Website. Ciwit is entitled to make such use subject to additional conditions and Users shall comply with requests and instructions of Ciwit in this connection.

7.3 If User sends information to Ciwit, for example a bug report or suggestion for improvement, User grants Ciwit a perpetual and unlimited license to use this information for the Service. This does not apply to information expressly marked as confidential.

ARTICLE 8. USER DATA

8.1 Information stored by User or processed while using the Service is and remains the property of User (or the property of User's suppliers, collaborators or licensors). Ciwit receives an unlimited license for use of this information for providing the Services.

8.2 User represents and warrants that any information, (Study) contents and forms or questionnaires stored by User or processed while using the Service do not violate or infringe any rights (including intellectual property rights) of any third party and are not libelous, defamatory or otherwise illegal. User shall defend and indemnify Ciwit from and against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the foregoing representations and warranties.

8.3 After the termination of the Agreement User may choose one of the following options:
   a. Ciwit deletes the Data;
   b. Ciwit transfers the Data to User and deletes the Data in her possession;
   c. Ciwit will keep all Data for fifteen years on the servers of its standard hosting provider (during this period Ciwit shall provide User with access to the saved Data).

ARTICLE 9. LIABILITY

9.1 The liability of Ciwit for direct damage incurred by the User due to a culpable failure on the part of Ciwit to comply with its obligation under the Agreement, or due to an unlawful act committed by Ciwit, its employees or third parties engaged by it, is limited per damage-causing incident, whereby a series of connected incidents count as a single incident, in no case will the total compensation for direct damage exceed EUR 100.

9.2 The liability of Ciwit for indirect damage, including consequential loss, loss of earnings, missed economies, loss of (business) data and damage due to business stagnation is excluded.

9.3 Except for the cases referred to in article 9.1, Ciwit bears no liability whatsoever for damages, regardless of the grounds on which the claim for damages is based. The liability limitations

referred to in article 9.1 will however lapse if and insofar as the damage is the result of intent or gross negligence on the part of Ciwit.

9.4   The obligation for Ciwit to pay compensation will only arise if the User sends written notice to Ciwit of this damage within fourteen (14) days of the damage occurring.

9.5   The User indemnifies Ciwit against all third party claims for compensation for damage, costs or interest relating to the Agreement and/or the Service.

9.6   In case of force majeure as specified in article 10.1 of these Terms of Use, Ciwit is never required to compensate damages suffered by User.

9.7   The provisions of this article, as well as any other liability limitations referred to in these Terms of Use, shall not apply if the User is a natural person acting outside the scope of an economic activity.

ARTICLE 10.   FORCE MAJEURE

10.1   Ciwit shall have no liability to User under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, cybercrime, (distributed) denial of service attacks, failure of a utility service or transport or telecommunications network, war, riot, fire, flood, storm or unforeseeable default of suppliers, provided that the User is notified of such an event and its expected duration.

ARTICLE 11.   AVAILABILITY AND MAINTENANCE

11.1   Ciwit will make efforts to realise the uninterrupted availability of its systems, network and Service, but offers no guarantees in this regard unless otherwise agreed. Ciwit makes no promises or guarantees to availability while making use of the Service, unless it explicitly states otherwise.

11.2   If Ciwit considers that there is a danger to the functioning of its systems, network or Services, Ciwit will have the right to implement all measures it considers reasonably necessary to avert or prevent this danger. Ciwit will endeavor to take reasonable technical and organizational security measures which prevent the most common risks in respect of the Services.

11.3   Ciwit has the right to change the (functionality of the) Website and the Services. Feedback and suggestions from the User are welcome, but Ciwit itself makes the final decision on which changes it will or will not implement.

11.4   Ciwit has the right to temporarily take its systems, Services, networks or parts thereof out of operation for the purpose of maintenance, adjustment or improvement. Ciwit will attempt to let such taking out of service take place as much as possible outside working hours and it will endeavour to notify the User in due time of the scheduled taking out of service. However, Ciwit is in no case liable to compensate any damage arising in connection with such a closure.

ARTICLE 12.   TERM AND TERMINATION

12.1   The Agreement enters into force as soon as User first uses the Service and then remains in force until terminated.

12.2   User may terminate the Agreement at any time by sending a written notification to Ciwit. Terminating the Agreement shall not affect any agreements currently in place with other Users.

12.3   All obligations of the Parties that accrued prior to termination of the Agreement shall survive termination of the Agreement. In particular, the following provisions shall survive termination or expiration of the Agreement: Articles 7, 9 and 13.

ARTICLE 13.   CONFIDENTIALITY

13.1   Parties shall refrain from disclosing or using for any other purpose than within the scope of the Agreement, any trade secrets and other information of the other Party that has been designated as confidential.

13.2   The obligations of confidentiality hereunder shall not apply to the extent that the Party under the relevant obligation can demonstrate that the relevant information is required to be disclosed by: (i) law; (ii) any regulatory authority to which the relevant Party is subject or submits; or (iii) any court of competent jurisdiction.

13.3   The obligation to treat confidential information as confidential will not be applicable if the recipient of such information can prove that this information:

     a.   was obtained from sources available to the general public such as newspapers, patent databases or informative websites;

     b.   was already in possession of the recipient prior to the date on which it was issued or made available by the other Party;

     c.   is available from a third party without this party being in default towards either Party arising from a confidentiality clause by distributing the information to the recipient.

ARTICLE 14.   AMENDMENTS AND SUPPLEMENTS TO THE AGREEMENT

14.1   Ciwit reserves the right to amend or supplement these Terms of Use.

14.2   Changes and additions shall be implemented with due observance of a term of thirty (30) calendar days after the notification of the change/amendment to the User. Changes and amendments of minor importance can be implemented at all times.

14.3   If the User does not wish to accept a change/amendment, until the date on which the new Terms of Use enter into effect, it may cancel the Agreement towards that date. Use of the Service after the date of effect shall constitute acceptance of the changed or added-to Terms of Use.

ARTICLE 15.   MISCELLANEOUS

15.1   The Agreement is governed by Dutch law.

15.2   Unless the rules of mandatory law dictate otherwise, all disputes that may arise pursuant to or in connection with the Agreement will be submitted to the competent Dutch court in the district where Ciwit has its registered place of business.

15.3   'Written/in writing' in these Terms of Use also refers to e-mail communication or communication through the Service, provided the identity of the sender and the integrity of the contents is adequately established.

15.4   If any provision in the Agreement proves to be null and void, this shall not affect the applicability of the Agreement as a whole. In such cases, the Parties will adopt one or more new provisions that implement the intention of the original Agreement and the Terms of Use as much as possible.

15.5   The reports and the version of communications or information saved by Ciwit is deemed to be correct unless the User provides evidence to the contrary.

15.6   The Parties shall notify each other without delay, in writing, of any changes in their name, postal address, e-mail address, telephone number and, on request, bank account number.

15.7   Ciwit is entitled to transfer its rights and obligations under the Agreement to a third party who acquires the Service or the relevant business operations from it. The User is not entitled to transfer, assign and/or sublicense its rights and obligations under the Agreement to a third party without the prior written consent of Ciwit.