

# **Terms of use**

- Please read carefully -

Version 1.5  
Date October 2, 2020

**Thank you for using our services.** Our services “Castor EDC”, “Castor SMS”, “Castor eConsent” and/or other digital services are offered and provided to you. Access to and use of our services is dependent on the agreement you, or the party you work with, may have concluded with us. Based on that agreement our services are either provided by our Dutch company (Ciwit B.V.) or our United States company (Castor Research Inc.), both companies are known as “Castor”.

Irrespective of the way our services are provided to you, your use of our services is subject to the terms mentioned below. These terms of use consist of eight important terms to keep in mind while using our services. While these eight terms may seem standard and obvious for some, please make sure to read these terms of use carefully. These terms of use are not only meant to protect our interest, but abiding by these terms also protects your own interests and the interests of third parties. Breaching these terms may result in a suspension of your account or even damages.

Please note: every paragraph below starts with a short summary of the specific term of use. This summary is for explanatory purposes only and is not legally binding.

## **1. Account.**

- ***Non-legal summary: In order to use our services, you need to create your own account and set a strong password, which you should keep strictly confidential.***
- In order to use our services, you need to create your own account. In some cases an account may be provided to you by a party you work with. Either way, it is important that you choose and set your own password. While we use our best efforts to keep your account safe from unauthorized access, your own actions play the most important role in keeping your account safe and secure. In this regard, you are obligated to set a secure password, keeping in mind that long passwords are more secure than short passwords. Please also refrain from using passwords which are the same or similar to passwords you use for other services.

Furthermore, it is important that you keep your access credentials confidential. You are responsible and liable for the actions taken from your account. Furthermore, you are obligated to inform us immediately in the event that you know, or if you have a reason to assume, that your account or access credentials are in the hands of unauthorized third-party/parties, notwithstanding your own obligations to take immediate effective measures yourself, such as changing the login details to your account.

We strongly recommend you [enable two-factor authentication](#) to ensure your Castor account is protected even if your password or email account gets compromised.

## **2. Right of use.**

- ***Non-legal summary: We shall provide you with the services you purchased. However, in order to use our services, you need to have an internet connection and a suitable device with a standard and up-to-date web browser (e.g. Microsoft Internet Explorer, Safari, Mozilla Firefox and Google Chrome). Your actions may be logged to comply with medical research regulations.***
- By accepting these terms of use, we hereby grant you a non-exclusive, non-transferable and limited right to access and use our services as provided to you. Which services you may use and to which extent you

may use our services is determined by the agreement you have concluded with us (or the agreement that a party you work with has concluded with us).

Using our services is at your own expense and risk. You are responsible to use a safe and secure device with an internet connection and a standard up-to-date web browser (For a list of officially supported browsers, please [visit our helpdesk](#)).

You acknowledge and agree that our services are subject to regulations with regards to medical research. Therefore, you acknowledge and agree that your actions may be logged in an audit trail and will be linked to your username and IP-address. Such actions may include: logging in or out, creating forms, managing users, entering, removing or changing data, sending surveys and changing settings.

### 3. Compliance.

- ***Non-legal summary: You are responsible for the way you use our services, so only use our services reasonably, responsibly and without violating any laws or rights of third-parties.***
- You acknowledge and agree that you are solely and entirely responsible for the way in which you use our services. In this regard, you hereby warrant that you shall not use our services in violation of any laws or regulations which may be applicable to you, us or the persons whose information you choose to process through our services. Furthermore, you shall not violate our rights or the rights of third-parties. Notwithstanding the aforementioned, by way of example and not as a limitation, you agree to not:
  - Use or introduce harmful software, such as viruses or trojans, which may damage, erase, or otherwise make unavailable any systems or information of us, other clients, or third-parties;
  - Bypass technical security measures of our systems or the systems of third-parties;
  - Use software or files resulting in unreasonable or disproportionate use of the services, infrastructure or computer systems of us or third-parties;
  - Without prior consent, use manual or automated software, devices, or other processes to scrape any content within our services;
  - Use our services for any unauthorized or unsolicited advertising, or sending junk mail, spam, bulk emails, scam emails and/or phishing emails;
  - Infringe any of our or any third party's intellectual property rights (e.g. using standardized questionnaires without a valid license), privacy rights or any other rights;
  - Use our services to promote or provide instructions or information about how to engage in illegal conduct, commit illegal activities or promote physical harm or injury;
  - Actually or attempt to reverse compile, disassemble, reverse engineer or otherwise attempt to derive the source code from all or any part of our software services, unless insofar allowed under mandatory law.

In case any of the provisions in these terms of use are breached by you, then we are entitled (but not obligated) to, at our sole discretion: review, edit, limit, refuse or delete any data you may have stored or processed with the use of our services. Furthermore, in such cases we are also entitled to limit or deny your access to our services and to disclose your personal data to relevant third-parties who are affected by your misuse of our services.

### 4. Data and privacy.

- ***Non-legal summary: You or your data suppliers are and will remain the owner of the data which you process with our services. However, you need to make absolutely sure that you are legally allowed to use the (personal) data that you process with our services. Please contact us about our security measures and encryption features if you are planning to process personal data with our services.***
- You represent and warrant that your use of our services and any data stored or otherwise processed by you with the use of our services do not violate or infringe upon any applicable law or rights of any third-party. Furthermore, in case you use our services to process any personal data, you specifically represent and warrant that you have a valid legal basis for such processing of personal data.

With regards to privacy and security, you shall only process fictional test data with the use of our services until you have properly tested using our services, including the testing of forms or settings you may have added or changed within our services. Unless strictly necessary, you shall not use our services to store or otherwise process directly identifiable personal information (e.g. names, addresses, social security numbers, etc.) without also making sure you use (additional) security measures to secure such information, e.g. encryption features used to encrypt such information.

You shall defend, indemnify and hold us harmless from and against all claims, actions, proceedings, losses, damages, expenses and costs arising out of or in connection with your breach of the foregoing representations and warranties.

## 5. Content.

- ***Non-legal summary: Before you use our services or contact us with questions, please read the manuals and instructions we make available online. We do not pre-screen or scan any uploaded content by you in our services, and you should not use the content within our services to make any medical decisions.***
- You are required to put reasonable efforts in studying manuals and instructions we make available to you regarding the use of our services (like the manuals available on <https://helpdesk.castoredc.com>).

You are aware that our services are intended as research tools. Content found in our services shall not constitute any medical advice and should not be relied upon in making or refraining from making any medical decisions.

You acknowledge and agree that we do not pre-screen your content or your use of our services and that we cannot directly influence the way you use our services. Everything you do with our services and all data you process with our services falls under your sole responsibility.

Our services may contain information that is derived from and/or may refer to websites, products or services of third-parties (for instance through hyperlinks, banners or buttons). Because we have no control over such third-party websites, products or services, you acknowledge and agree that we are not responsible, nor liable for the content of such information, websites, products or services.

## 6. Maintenance.

- ***Non-legal summary: We try to keep our services available as much as possible. Sometimes we have to perform maintenance or make changes to our services and take our services offline for a little while. We may also shut down our services in case of a danger to the functioning of our services. If we plan to take our services offline, we will inform you.***
- We will use commercially reasonable efforts to realize an uninterrupted availability of our systems, network and services. However, unless otherwise agreed upon in writing, the standard Bronze service level will be applicable with regards to such availability.

If we reasonably suspect that there is a danger to the functioning of our systems, network or services, we are entitled to implement all measures we consider reasonably necessary to avert or prevent the suspected danger. In case we notice actual and direct danger to the functioning of our systems, network or services, we are entitled to take any action we see fit to avert the danger (including shutting down all systems). We shall take commercially reasonable technical and organizational security measures to prevent the most common risks in respect of our services.

We are entitled to change (the functionality of) our website and services at any time. Your feedback and suggestions are welcome, but ultimately, we make the final decision on which changes we will or will not implement.

We have the right to temporarily take our systems, network and services (or parts thereof) out of operation for the purpose of maintenance, adjustment or improvement. We will use reasonable efforts to

perform such maintenance outside working hours as much as possible. If we plan to perform scheduled maintenance, we will provide at least twenty-four (24) hours prior notice on <https://castorstatus.com>, where you can also subscribe to the latest status. In case of any major scheduled maintenance, which will take longer than 30 minutes, this notice will also be provided via e-mail or within the system of the Services. However, we are not liable for any damages that may arise in connection with such downtime due to maintenance.

## 7. Amendments.

- ***Non-legal summary: We may change these terms from time to time. We will inform you of any significant changes to these terms.***
- We are entitled to amend or supplement these terms of use at any time. In such cases we shall notify you of significant changes to the amended terms through our services or via email. Any amendments shall be applicable with due observance of a term of thirty (30) calendar days after our notification of the amendment to you. Changes and amendments of minor importance can be implemented at all times. If you do not wish to accept an amendment, then you may terminate your use of our services until the date on which the amended terms of use enter into effect. Your use of our services after the date of effect shall constitute acceptance of the amended terms of use.

## 8. Miscellaneous.

- ***Non-legal summary: The law and jurisdiction that applies to our rights and obligations under these terms of use depend on whether the services are provided to you by our Dutch company or United States company. If it is the Dutch company, then Dutch law applies and Dutch courts will have jurisdiction. If it is our United States company, then the laws of New York apply and the courts in the State of New York will have jurisdiction.***
- The laws which are applicable to these terms of use and your use of our services is dependent on whether you have concluded an agreement with our Dutch company (Ciwit B.V.) or our company in the United States (Castor Research Inc.). In case you have an agreement with our Dutch company, Dutch laws exclusively apply to these terms of use and your use of our services. In case you have an agreement with our company in the United States, the laws of New York exclusively apply to these terms of use and your use of our services.

In case you have concluded an agreement with our Dutch company, and unless rules of mandatory law dictate otherwise, all disputes that may arise pursuant to or in connection with these terms of use, will be submitted to the competent Dutch court in the district where Ciwit B.V. has its registered place of business. In case you have concluded an agreement with our company in the United States, and unless rules of mandatory law dictate otherwise, all disputes that may arise pursuant to or in connection with these terms of use, will fall under the exclusive jurisdiction of the state and federal courts located in the County of New York, State of New York.

If any provision in these terms of use proves to be null and void, this shall not affect the applicability of these terms of use as a whole. In such cases, we will adopt one or more new provisions that implement the intention of the original term as much as possible.

We are entitled to transfer our rights and obligations under these terms of use to a third-party who may acquire our services or our relevant business operations.

### Previously used versions

Version 1.4  
Version 1.3  
Version 1.2  
Version 1.1  
Version 1.0