

## WEBSITE TERMS OF USE

### 1. Introduction

1.1 These are the terms of use ("**Terms of Use**") which identify the rules on the basis of which Opis S.r.l. grants access and allows users to use the functionalities and contents of the site <http://www.clinical.net/> ("**Site**"). The Site is operated by or on behalf of Opis S.r.l., Palazzo Aliprandi, Via Matteotti n. 10 – 20832 Desio (MB), VAT no. 12605350151 ("**we**", "**us**" and "**our**"). These Terms of Use contain all sorts of important information which the User (as defined below) shall have when visiting the Site.

1.2 The use by the User of the Site will be subject to these Terms of Use and by using the Site the User is bound by them. Use of the User's personal information submitted to or via the Site is governed by our Privacy and Cookies Policy (also available at [●]). Users which do not agree with the modalities of processing and transfer of their personal data indicated in the Privacy and Cookies Policy shall refrain from using the Site.

1.3 We reserve the right to change these Terms of Use from time to time by changing them on the Site and they will become binding upon publication. The use of the Site by the User after the publication of a new version of these Terms of Use shall imply implicit acceptance of all modifications, without reserves. These Terms of Use were last updated on 29 October, 2018.

### 2. Access to the Site

2.1 The Site is intended for use only by persons who are at least 18 years of age and which act for business, commercial and professional reasons only, with the exclusion of consumers as defined by applicable laws. By using the Site, the User confirms to us that he/she meets these requirements.

2.2 It is the User's responsibility to ensure his/her equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications to enable him/her to access and use the Site and is compatible with the Site.

2.3 We cannot guarantee the continuous, uninterrupted or error-free operability of the Site. There may be times when certain features, parts or content of the Site, or the entire Site, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to the Users. To the fullest extent permitted by law (please see section 9 below), we will not be liable to the User for any unavailability, modification, suspension or withdrawal of the Site, or any features, parts or content of the Site.

2.4 We reserve the right to inhibit the use of the Site, at any time, if in our opinion the User:

(a) has failed to comply with any of the provisions of these Terms of Use and has failed to cure the breach within 5 (five) days from a notice from us (to be sent even via email only), or in case the breach is not curable;

(b) has breached any of the following provisions of these Terms of Use of the Site: 2.3 (Access to the Site); 4 (What the User is not allowed to do); 5 (Intellectual property rights); or

(c) if any details the User provides for the purposes of requesting information on the "Contact" form are false.

### 3. What the User is allowed to do

The User may only use the Site only in accordance with these Terms of Use. The User may retrieve and display content from the Site on a computer screen, print and copy individual pages and, subject to the next section, store such pages in electronic form. Additional terms may also apply to certain features, parts or content of the Site and, where they apply, will be displayed on-screen or accessible via a link.

#### 4. What the User is not allowed to do

4.1 Except to the extent expressly set out in these Terms of Use, the User is not allowed to: 'scrape' content or store content of the Site on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the content of the Site; remove or change any content of the Site or attempt to circumvent security or interfere with the proper working of the Site or the servers on which it is hosted (including by masking your IP address or using a proxy IP address); or create links to the Site from any other website, without our prior written consent, although you may link from a website that is operated by you provided the link is not misleading or deceptive and fairly indicates its destination, the User does not imply that we endorse the User, his/her website, or any products or services the User offers, he/she links to (and do not frame or replicate) the home page of the Site, and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party.

4.2 The User must only use the Site and anything available from the Site for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

4.3 All rights granted to the User under these Terms of Use will terminate immediately in the event that the User is in breach of any of them.

#### 5. Intellectual property rights

All intellectual property rights in any content of the Site (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) and in the design or packaging of our products are owned by us or our licensors. Except as expressly set out here, nothing in these Terms of Use gives the User any rights in respect of any intellectual property owned by us or our licensors and the User acknowledges that he/she does not acquire any ownership rights by downloading, printing or otherwise using content from the Site. In the event the User prints off, copies or stores pages from the Site (only as permitted by these Terms of Use), the User must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.

#### 6. No medical or other professional advice rendered

Any information offered on the Site or otherwise to the User by us is intended for informational purposes only and not as a substitute for the advice of any medical or healthcare professional. It is essential that the User does not make any medical decisions without first consulting with any trusted medical professional, if necessary. It is the User's responsibility to evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

#### 7. Site features and content

7.1 We may change the format, features and content of the Site from time to time. The User's use of the Site is on an 'as is' and 'as available' basis and at the User's sole risk.

7.2 While we try to make sure that content on the Site consisting of information of which we are the source is correct, the Site may make content available which is derived from a number of sources, for

which we are not responsible. In all cases, information on the Site is not intended to amount to authority or advice on which reliance should be placed. The User should check with us or the relevant information source before acting on any such information.

7.3 We make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Site and, to the fullest extent permitted by law (please see section 9 below), all implied warranties, conditions or other terms of any kind are hereby excluded, and we accept no liability for any loss or damage of any kind incurred as a result of the User or anyone else using the Site or relying on any of its content.

7.4 To the fullest extent permitted by law (please see section 9 below), we cannot and do not guarantee that any content of the Site will be free from viruses and/or other code that may have contaminating or destructive elements. It is the User's responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy the User's particular requirements as to the safety and reliability of content.

## 8. External links

The Site may, from time to time, include links to external sites, which may include links to third party offers and promotions. We include these to provide the User with access to information, products or services that the User may find useful or interesting. To the fullest extent permitted by law (please see section 9 below), we are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of or association with their operators or promoters.

## 9. Our liability and Indemnification

9.1 The User is directly and solely liable for all the data and information eventually provided during the use of the Site. We (including our controlling and controlled entities, affiliates, director, agents and personnel) will in no case be liable for acts or omissions put in place by Users of the Site, for the information and data (including those of third parties) published by the Users onto the Site while using its functionalities and for any economic loss, including data loss, loss of profits, revenues, activities, opportunities and/or goodwill as well as for reputational damages and any other direct or indirect damages, suffered by Users and/or third parties as a consequence of the use of the Site and/or of the activity put in place in relation to the Site.

9.2 Nothing in these Terms of Use shall limit or exclude our liability to the User:

- (a) for death or personal injury caused by our negligence;
- (b) for fraud and gross negligence;
- (c) for any liability or breach of any provision which, by law, may not be limited or excluded.

9.3 Subject to this, in no event shall we be liable to the User for any direct or indirect damage or business losses and any liability we do have for losses the User suffers is strictly limited to losses that were reasonably foreseeable.

9.4 The User undertakes to keep us (including our controlling or controlled entities, affiliates, directors, agents and personnel) indemnified and harmless from and against any request by other Users and/or third parties which may arise from or as a consequence of the violation of these Terms of Use.

## 10. Applicable Law and Jurisdiction

10.1 These Terms of Use shall be governed by Italian law.

10.2 Any dispute between the User and us regarding these Terms of Use will only be dealt with by the Courts of Monza. In the event of a dispute between the User and us, we encourage the User to contact our customer service in the first instance to find a solution.

## 11. Additional Provisions

11.1 In case of voidness or ineffectiveness of any provisions of these Terms of Use, the voidness or ineffectiveness shall not extend to the other contractual provisions.

11.2 The titles of the articles of these Terms of Use have a mere demonstrational scope and in no case can limit or define the meaning and content of the provision they relate to.

11.3 Lack of enforcement or exercise of anyone of our rights will not imply a waiver of such right towards the User.

## 12. Contacting us

Please submit any questions the User has about these Terms of Use or any problems concerning the Site by email to [office@opis.it](mailto:office@opis.it), by telephone on +39 0362 6331 between the hours of 9 am to 5 pm, Monday to Friday (excluding public holidays in Italy) or write to us at Opis S.r.l., Palazzo Aliprandi, Via Matteotti, n. 10 – 20832 Desio (MB) – Italy.

**Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the User declares to have read and understood and to accept the following provisions of these Terms of Use of Opis S.r.l.: 2 (Access to the Site); 4 (What the User is not allowed to do); 6 (No medical or other professional advice rendered), 7 (Site features and content); 8 (External links); 9 (Our liability and Indemnification); 10 (Applicable law and jurisdiction).**