Terms and conditions for use of the Profess SOP-H quality system

Definitions

Service:	The access to and the use of the SOP-H quality system by the User on the Provider of the Service's internet website.
Conditions:	The terms and conditions for use applicable to the use of the Service
Provider of the Service:	Profess Medical Consultancy B.V.
User:	The person who has access to the Service in order to execute his job in a company, or his profession, and has acquired a subscription to the SOP-H quality system provided by Profess Medical Consultancy B.V.

Terms and conditions of use

- 1. These Terms and Conditions of Use apply to the agreement between the Provider of the Service and the User. Whenever the Service is used, the User accepts the Terms and Conditions of Use that are documented by the Provider of the Service.
- 2. The Provider of the Service grants the User with a non-exclusive and non-transferable user right to the Service. The right to use the Service concerns exclusively the permissions attributed in these Conditions.
- 3. The User is allowed to copy, to save, to print or in any other way to record documents from the website for personal use. The recording of documents from the website for any other purposes than personal use is only permitted following prior written consent by the Provider of the Service.
- 4. The Provider of the Service can amend, limit, extend, and/or withdraw the scope of the Service, the contents of the Service and the availability of the Service.
- 5. The Provider of the Service will ensure that the content of the Service always complies with the current regulatory requirements.
- 6. The User must treat the access code(s) to the Service confidentially. The access codes are personal. These may not be given to any other person. The User is obliged to keep the personal data provided to the Provider of the Service complete and up-to-date. The Provider of the Service can request the User to verify personal data for accuracy and completeness at any time. The Provider will periodically check whether the user has given the access codes to others.
- 7. The User may not use the Service for commercial purposes. If the User ceases to comply with this requirement, or if the Service is used for other purposes, or any other meansthan that intended by the Provider of the Service, the Provider of the Service may, at his discretion, terminate access to the Service immediately and without prior notice to the User. Any misuse/abuse of the Service may result in legal proceedings against the User. The Provider of the Service is never liable for any damage.
- 8. The Provider of the Service possess exclusively all author rights and all other intellectual property rights and similar rights of the Service or in reference to the Service. The User will not act in breach of these rights.
- 9. Although the Provider of the Service will undertake the utmost care and accuracy to maintain the information on the internet site as up-to-date and reliable as possible, the Provider of the Service cannot fully guarantee the absence of possible errors, omissions, speed and inaccuracies in the information that has been provided. The Provider of the Service cannot be held responsible and/or liable for any damage caused by, or as a consequence of, the information on the internet site.
- 10. The User is held responsible and liable for any act of negligence in breach of the Terms and Condition of Use.
- 11. The Provider of the Service is not held liable for the disposition and/or the access to the Service and the browser used by the User and/or other applications needed to obtain access to the Service. The Provider of the Service is never obliged to pay any damage when the Service is not available or accessible. The User is responsible for the use of the correct version of the browser used and/or other applications required for the access to the Service.
- 12. The Provider of the Service reserves the right to amend the Terms and Conditions of Use. The User will be notified of any amendment/s to the Terms and Conditions of Use. After any amendment/s to the Terms and Conditions of Use the User accepts the modified Terms and

Conditions of Use the first time he logs on to the Service after the amendment/s. If the User does not wish to accept the modified Terms and Conditions of Use, he can report this to the Provider of the Service. The Provider of the Service reserves the right to request financial compensation for the use of the Service dependent on the use of the Service by the User. In this case, the Provider of the Service may make a separate proposal to the User.

- 13. The User may always terminate the use of the Service in writing to the Provider of the Service. The Provider of the Service will block the access codes as quickly as possible.
- 14. The means employed by Profess Medical Consultancy B.V. to protect the User's personal data is detailed in the Privacy Statement.
- 15. Correspondence regarding the Service may be sent by e-mail or by telephone.
- 16. In addition to these Terms and Conditions of Use, Dutch law is applicable to the use of this Service. In the event of any legal dispute regarding these Terms and Conditions of Use or the agreement between the Provider of the Service and the User, if not otherwise required by law, the judgment of the competent judge in Alkmaar, the Netherlands will apply.
- 17. These Terms and Conditions of Use are available for future reference via the Provider of the Service's website <u>www.profess.nl</u>.

Privacy statement

Users personal data will be treated with the utmost care and are confidentially secured. Profess Medical Consultancy B.V. will comply with the rules and regulations contained in the the Dutch law on Privacy.

Registering and handling of data

Profess Medical Consultancy B.V. is responsible for the data you provide.. Your data will not be given to companies or organisations outside Profess Medical Consultancy B.V. Profess Medical Consultancy B.V. will use your data to execute this agreement, to provide the Service and/or to inform you about other products and services provided by Profess Medical Consultancy B.V., with your permission. Profess Medical Consultancy B.V. will take account of your preferences to the best of its' ability. If you do not wish to receive information on products and services provided by Profess Medical Consultancy B.V. please notify this via e-mail or by telephone.

Link to other websites and third parties cookies

The SOP-H quality system website contains hyperlinks to other websites. Profess Medical Consultancy B.V. is not responsible for the content or the privacy policy contained in websites to which the SOP-H quality system refers. Furthermore, Profess Medical Consultancy B.V. is not responsible for the introduction of cookies by parties who might generate an advertisement which appears on the website at any stage.

Changes

Profess Medical Consultancy B.V. reserves the right to modify the privacy statement. You should check the privacy statement regularly for any modifications.

Questions

Please contact <u>SOP-H@profess.nl</u> If you have any questions on our privacy policy.