

## LEGAL NOTICE AND TERMS AND CONDITIONS

### 1. Legal Information

In compliance with the duty of information contained in art. 6 of the Code of Brazilian Consumer Protection and duty of information set forth in Article 10 of Law 34/2002, of July 11, 2002, on Information Society Services and Electronic Commerce in Spain, we inform you that the content of the [site](#) and the "**TRIALING**" application available on the Apple Store and Play Store (hereinafter collectively, the "**Platform**") belongs to **TRIALING**.

### 2. TRIALING as data controller

- Company name: TRIALING HEALTH, S.L.
- NIF: B-06838700.
- Postal Address: Carrer de la Diputació 48, 08015 Barcelona
- E-mail: [rgpd@trialing.org](mailto:rgpd@trialing.org)

This legal notice also regulates the conditions of use of the Platform.

### 3. User Acceptance

Any person accessing the Platform assumes the role of user (hereinafter, the "**User**"), undertaking to observe and strictly comply with the provisions set forth herein, as well as any other applicable legal provision.

Therefore, the User is informed of and accepts the User's position and the conditions of use of the Platform. In case of disagreement with these conditions, the User shall refrain from using the Platform.

You acknowledge and agree that, as part of the provision of the Services, **TRIALING** is entitled to use data related to or obtained in connection with the operation, support or use of the Platform for its legitimate internal business purposes, such as supporting billing processes, platform administration, improving, benchmarking and developing our products and services, complying with applicable laws (including law enforcement requests), ensuring the security of our Platform and preventing fraud or mitigating risks.

Regarding the User's personal data, **TRIALING** guarantees that they will not be used for its own purposes, unless it has aggregated and anonymized the data so as not to identify the User or any other person or entity.

#### 4. Contact TRIALING

To contact **TRIALING**, you may write to the postal address mentioned at the beginning of this text or use the email address: [info@trialing.org](mailto:info@trialing.org). If enabled, the User may also fill out the specific contact forms on the Platform.

#### 5. Content and use

The User undertakes to:

- (1) use the Platform responsibly and in accordance with the current legislation, good faith, and this Legal Notice, as well as respecting the intellectual and industrial property rights owned by **TRIALING**.
- (2) Not to use the Platform for purposes that are or may be illegal, or to perform any action that causes or may cause damage or alterations of any kind not consented to by **TRIALING**, to the Platform or its content.
- (3) Do not enter, store or disseminate on the Platform, information or material that is defamatory, offensive, obscene, threatening, xenophobic, that incites violence, discrimination based on race, sex, ideology, religion or that in any way violates the morals, public order, fundamental rights, public liberties, honor, privacy or image of others and, in general, the current legislation;
- (4) Properly keep any access methods and passwords (for example, username and password) provided by **TRIALING** as identification elements for access to the different services offered on the Platform, undertaking not to assign their use or allow access to them to third parties, assuming responsibility for any damages that may arise from the improper use of them.
- (5) Notify **TRIALING** of any event that allows the improper use of access methods, such as theft, loss or unauthorized access, in order to proceed to the immediate cancellation of the access methods. Until such events are communicated, **TRIALING** will be exempt from any responsibility that may arise from the improper use of identifiers or passwords by unauthorized third parties.
- (6) Do not perform advertising, promotional or commercial exploitation activities not authorized by **TRIALING** through the Platform.
- (7) Not use false identities or impersonate others in the use of the Platform or in the use of any of its services, including the use of third-party passwords or access codes or otherwise.

- (8) Do not destroy, alter, use for use, render useless or damage the data, information, programs or electronic documents of **TRIALING** or third parties.
- (9) In particular, medical professionals must ensure compliance with personal data protection legislation in relation to the data of the patients under their care. In this regard, medical professionals using the Platform undertake not to provide **TRIALING** with data that could identify or associate the data provided as anonymous to a natural person, *including but not limited to: first and last name, identity card/passport number, email address, telephone number, postal address, signature, image, social security number, any number, symbol or data attributed to a natural person that univocally identifies them for health purposes.*
- (10) On certain occasions, for a molecular test request process, medical professionals using **TRIALING** may upload to the platform the image of a request that includes the patient's first and last name, as well as the test to be performed. To do so, medical professionals must first obtain the patients' express consent for this purpose and comply with other reporting obligations in accordance with the General Data Protection Regulations in Spain and in Brazil (LGPD), as well as other prescribed legislation. **TRIALING** shall be exempt from any failure to comply with this obligation on the part of the Data Controller, hereinafter Hospitals and Doctors who have contracted **TRIALING**'s service.

## 6. Intellectual and Industrial Property Policy

The Platform, including (by way of example, but not limited to) its programming, editing, compilation and other elements necessary for its operation, designs, logos, texts and/or graphics are the property of **TRIALING** or, if applicable, it has the license or express authorization of the authors. All the content of the Platform is duly protected by intellectual and industrial property regulations, as well as registered in the corresponding public registers.

Regardless of the purpose for which they were intended, the total or partial reproduction, use, exploitation, distribution and commercialization (even citing sources) of the content is prohibited, unless prior written authorization has been obtained from **TRIALING**. Any unauthorized use will be considered a serious violation of the author's intellectual or industrial property rights. **TRIALING** reserves the right to take the appropriate judicial and extrajudicial measures against the User.

Likewise, **TRIALING** expressly prohibits redirection by third parties to the specific content of the Platform, and in any case must be redirected to the main **TRIALING** Platform.

To make any comments about possible violations of intellectual or industrial property rights, as well as any content of the Platform, please contact [info@trialing.org](mailto:info@trialing.org).

## 7. Liabilities and Guarantees

- **TRIALING** ensures that the necessary technical precautions are taken to protect the data and information contained in the Platform, but cannot be held responsible for the actions of third parties who, violating the established security measures, access the aforementioned data or for incidents arising from information manipulated, published or introduced by third parties outside the organization.
- **TRIALING** is not responsible for the misuse of the Platform by other Users in contravention of the terms of this Legal Notice.
- **TRIALING** is not responsible for links present on the Platform that redirect to third-party content due to the impossibility of guaranteeing their correctness at all times. Access to such third-party content is at the user's own risk. However, **TRIALING** declares that it will immediately remove any link to content that may violate national or international laws, morals or public order, therefore, if you detect any abnormality, we request that you notify us at [info@trialing.org](mailto:info@trialing.org).
- **TRIALING** is not responsible for the information and content stored (including, but not limited to) in forums, chats, blogs, comments, social networks or any other means that allow third parties to independently publish content on the Platform. However, and in accordance with Article 19 of the Brazilian Marco Civil da Internet, Law No. 12,965, of April 23, 2014, and Article 11 and 16 of the Law of Information Society Services and Electronic Commerce (LSSI), **TRIALING** is available to all Users, authorities and security forces, and actively collaborating in the removal or, when appropriate, the blocking of all content that may affect or infringe national or international legislation, third-party rights or morality and public order, so that if you detect any abnormality, we request that you notify us at [info@trialing.org](mailto:info@trialing.org).
- **TRIALING** is not responsible for the accuracy of the information contained in the Platform, as it has been prepared exclusively for informational purposes, unless otherwise expressly stated.
- No Platform service should be understood as a substitute for discussions or evaluations by qualified healthcare professionals. While we seek to facilitate patient participation in appropriate clinical research studies, the Platform's outputs are not a substitute for the necessary attention to medical issues given by the appropriate healthcare professional.

- **TRIALING** declares to have adopted, within its possibilities and the state of technology, the necessary measures to guarantee the proper functioning of the Platform and the absence of viruses and harmful components. However, **TRIALING** cannot be held responsible for the following situations, which are listed by way of example, but not limited to
  - The continuity and availability of the Platform's content.
  - The absence of errors in said content and the correction of any defects that may occur.
  - The absence of viruses and/or other harmful components.
  - The use of minors' data by the Platform or the sending of their personal data without their guardians' permission, the guardians being responsible for their use of the Internet.
  - The input of erroneous data by the User or third parties.

Likewise, **TRIALING** may temporarily suspend, without prior notice, access to the Platform for maintenance, repair, updating or improvement operations. However, whenever circumstances allow, **TRIALING** will inform the User, with sufficient advance notice, of the date planned for the suspension of the content.

**TRIALING** reserves the right, at its sole discretion, to modify, suspend or cancel the services and/or access to some or all users without cause and without prior notice.

Finally, **TRIALING declares** that it is not identified with the opinions expressed on its platform by its collaborators or Users.

#### **8. The right to modify this legal notice is reserved.**

**TRIALING** reserves the right to make any modifications, suspensions, cancellations or restrictions it deems appropriate to the content of the legal notice and applicable policies without prior notice. You accept the terms and conditions that are in effect in the latest version of the published document.

#### **9. Integrity**

If one or more provisions of this Legal Notice should be invalidated as a result of a change in legislation or regulations or by a court decision, this will in no way affect the validity or enforceability of the remaining provisions.

#### **10. Applicable Law and Competent Jurisdiction**

In all matters in which applicable law and jurisdiction is legally permissible, any dispute arising from or related to the use of the Platform shall be governed by Spanish law and shall be subject to the exclusive jurisdiction of the courts of Barcelona.

**Date of last amendment:** 04.07.2022