

LEGAL NOTICE AND TERMS

1. Legal information

In compliance with the duty of information of Article 10 of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce ("**LSSI**"), we inform you that the content of the website www.trialing.org and the "**TRIALING**" application available in Apple Store and Play Store (hereinafter, jointly, the "**Platform**") belongs to **TRIALING**.

2. **TRIALING's contact details as data controller**

- Company name: TRIALING HEALTH, S.L.
- VAT NUMBER: B-06838700.
- address: Carrer de la Diputació 48, 08015 Barcelona
- E-mail: 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 strictly observe and comply with the provisions set forth herein, as well as any other applicable legal provision.

Therefore, the User is informed and accepts the acquisition of the status of User and the acceptance of the conditions of use of the Platform. In case of disagreement with these conditions, the User shall refrain from using the Platform.

The User acknowledges and agrees 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 risk.

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

4. Contact with **TRIALING**

To contact **TRIALING**, you can write to the postal address mentioned in the heading or use the e-mail address: info@trialing.org. If available, the User may also fill in the specific contact forms on the Platform.

5. Content and use

The User undertakes to:

- (1) Visit the Platform responsibly and in accordance with current legislation, good faith, this Legal Notice and respecting the intellectual and industrial property rights owned by **TRIALING**.
- (2) Not to use the Platform for purposes that are or may be unlawful or perform any action that causes or may cause damage or alterations of any kind not consented to by **TRIALING**, to the Platform or its contents.
- (3) Not to enter, store or disseminate on the Platform, information or material that is defamatory, offensive, obscene, threatening, xenophobic, incites violence, discrimination based on race, sex, ideology, religion, or that in any way violates morality, public order, fundamental rights, public freedoms, honour, privacy or the image of third parties and, in general, current legislation;
- (4) Properly safeguard any access methods and passwords (e.g., username and password) provided by **TRIALING** as identification elements for access to the different services offered on the Platform, undertaking not to cede their use or allow access to them to third parties, assuming responsibility for any damages that may arise from improper use of the same.
- (5) Notify **TRIALING** of any event that allows the improper use of access methods, such as theft, loss, or unauthorised access to them, in order to proceed to their immediate cancellation. Until such events are notified, **TRIALING** shall be exempt from any liability that may arise from the improper use of identifiers or passwords by unauthorised third parties.
- (6) Not to carry out advertising, promotional or commercial exploitation activities not authorised by **TRIALING** through the Platform.
- (7) Not to 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 passwords or access codes of third parties or in any other way.
- (8) Not to destroy, alter, use for use, render useless or damage the data, information, programmes, or electronic documents of **TRIALING** or third parties.
- (9) In particular, medical professionals shall ensure compliance with legislation on personal data protection in relation to the data of patients under their care. In this sense, the medical professionals using the Platform undertake not to provide **TRIALING** with data that allows identifying or associating the data provided as anonymous to a natural person.

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, text and/or graphics are the property of **TRIALING** or, if applicable, it has a licence or express authorisation from the authors. All the contents of the Platform are 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 commercialisation (even quoting sources) of the contents is prohibited, unless prior written authorisation has been obtained from **TRIALING**. Any unauthorised use will be considered a serious breach of the author's intellectual or industrial property rights. **TRIALING** reserves the right to take appropriate judicial and extrajudicial action against the User.

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

To make any comments regarding possible breaches of intellectual or industrial property rights, as well as any of the contents of the Platform, please contact 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, in violation of the established security measures, access the aforementioned data or for incidents arising from manipulated information, published, or introduced by a third party outside the organisation.
- **TRIALING** is not responsible for the improper use of the Platform by other Users in contravention of the terms of this Legal Notice.
- **TRIALING** is not responsible for the links present on the Platform that redirect to third party content due to the impossibility of ensuring 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 could contravene national or international legislation, morality, or public order, so, if you detect any abnormality, we ask you to notify us at 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 medium that allows third parties to publish content independently on the Platform. However, and in compliance with the provisions of art. 11 and 16 of the LSSI, **TRIALING** is available to all Users, authorities and security forces, and actively collaborating in the removal or, where appropriate, blocking of all content that could affect or contravene national or international legislation, third party rights or morality and public order, so that, if you detect any abnormality, we ask you to notify us at info@trialing.org.
- **TRIALING** is not responsible for the accuracy of the information contained on the Platform as it has been prepared solely for information purposes unless expressly stated otherwise.
- No Platform service should be understood as a substitute for discussions or assessments by qualified health professionals. While we seek to facilitate the participation of patients in appropriate clinical research studies, the results of the

Platform are not a substitute for the necessary attention to medical issues by the practitioner.

- **TRIALING** declares that it has adopted, within its possibilities and the state of technology, the necessary measures to ensure 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 contents of the Platform.
 - 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 data of minors by the Platform or the sending of their personal data without the permission of their guardians, the guardians being responsible for their use of the Internet.
 - The introduction of erroneous data by the User or a third party.

Likewise, **TRIALING** may temporarily suspend, without prior notice, access to the Platform for maintenance, repair, updating or improvement operations. However, whenever circumstances allow it, **TRIALING** will inform the User, with sufficient advance notice, of the planned date 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 does not identify with the opinions expressed therein 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.

9. Integrity

In the event that one or more of the clauses of this Legal Notice should be invalidated as a result of a change in legislation or regulations or by a court decision, this shall in no way affect the validity or enforceability of the remaining clauses.

10. Applicable law and competent jurisdiction

In all matters in which applicable law and jurisdiction is legally permitted, any dispute arising out of or in connection with the use of the Platform shall be governed by Spanish law and shall be subject to the exclusive jurisdiction of the courts and tribunals of Barcelona.

Date of last amendment: 30.11.2021