



.....the practical approach



Your MedTech Partner for **Regulatory, Quality Affairs and Clinical Trials**

Terms and Conditions related to Qserve InSight and Qserve Learn (version 1.0)

Qserve Group B.V.

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This Terms of Use and Conditions of Services constitutes an agreement ("the Agreement") by and between Qserve Group B.V. including any Affiliate in which it has a majority share ("We," "Us," "Our," or "Qserve") and you ("You," "Your," or "User") and governs your use of the Qserve InSight platform, and the Qserve Learn platform, either through direct access to these platforms or indirectly through any of Qserve's websites ("Site(s)" or "Platform(s)"), together with all information, content, products, materials, and services made available to you in relation to the intelligence, courses and training (collectively referred to as the "Services"). By using or otherwise accessing the Services, or any component thereof, in any manner whatsoever, you agree to be bound by and comply with the terms and conditions of the Agreement.

Qserve reserves the right to modify the terms of the Agreement at any time and will post a notice of such changes. The changes become effective immediately upon posting (the "Effective Date"). If any change to the Agreement is not acceptable to you, you must stop using the Services and notify us. Any use of the Services after the Effective Date shall be considered your acceptance of such changes.

1. Account Registration, Access, and Use

1.1. Account Registration.

To use the Platform, You must create an Account by providing Qserve with all required information and accepting this Agreement. You agree to (a) provide Qserve with complete and accurate information upon registration, (b) be responsible for maintaining the security of the Account, log-in information and password(s), including all user information, and (c) take all reasonably necessary steps to protect the Account password from loss, theft, or unauthorized disclosure. You will promptly notify Us of any breach or threatened breach of this Section and will hold us harmless from any damages we sustain as a result of this breach.

If You use Our Site or Platform on behalf of a legal entity (such as Your employer or a client), You represent and warrant that You have the authority to bind that legal

entity. If You no longer have this authority, then You will inform Qserve. Qserve will not be held liable should a person without the necessary authorization enter into this Agreement for and on behalf of a legal entity.

1.2. Your Right to Use Platform.

Subject to this Agreement and during the Term, Qserve grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable and non-assignable license to use the Site and/or access the Platform and subject to the terms of this Agreement.

1.3. Your Restrictions. You hereby agree not to:

- a. license, sub-license, sell, re-sell, rent, lease, transfer, distribute, timeshare or otherwise make any part of the Platform available to third parties except as otherwise expressly provided in this Agreement;
- b. access or use the Platform for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the Platform, or (ii) allowing access to the Account or the Platform by a direct competitor of Qserve;
- c. reverse engineer, decompile, disassemble, copy any of the Platform or technologies, derive source code, object code, trade secrets or create any derivative works from or about any of the Platform or technologies or use the output generated from the Platform to train, calibrate, or validate, in whole or in part, any other systems, programs or platforms, or for benchmarking, software-development, or other competitive purposes (or attempt to do any of the same), except pursuant to Your non-waivable rights under applicable law;
- d. use the Platform in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
- e. use the Platform to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security

of the Platform or any host, network, or account related thereto or use any aspect of the Platform components other than those specifically agreed with Us.

1.4. Suspension of Access.

Qserve may suspend any use of the Platform or remove or disable any Account or content that We reasonably and in good faith believe violates the Agreement, including any usage restrictions. We will use commercially reasonable efforts to notify You prior to any such suspension or disablement, unless: (a) We are prohibited from doing so under Applicable Law; or (b) it is necessary to delay notice in order to prevent harm to the Platform or a third party.

1.5. Third-Party Services.

This means services, software, products, applications, integrations, and other features or offerings that are provided by You or obtained by You from a third party or Us or our Affiliates at your request. You may choose to obtain Third-Party Services from third parties and/or Qserve or its Affiliates. Any acquisition by You of Third-Party Services is solely between You and the applicable Third-Party Service provider and neither Qserve nor its Affiliates warrant, support, or assume any liability or other obligation with respect to such Third-Party Services. If You choose to integrate or interoperate Third-Party Services with the Platform in a manner that requires Qserve or its Affiliates or the Platform to exchange Data with such Third-Party Service or Third-Party Service provider, You: (a) grant Qserve and its Affiliates permission to allow the Third-Party Service and Third-Party service provider to access Data and information about Your usage of the Third-Party Services as appropriate and necessary to enable the interoperation of that Third-Party Service with the Platform; (b) acknowledge that any exchange of data between You and any Third-Party Service is solely between You and the Third-Party Service provider; and (c) agree that Qserve and its Affiliates are not responsible for any disclosure, modification, or deletion of Data resulting from access to such data by Third-Party Services. If Qserve determines, in its sole discretion, that a) any Third-Party Service materially compromises or degrades the performance of the Platform; or b) the integration of such Third-Party Service raises issues relating to

Applicable Law or could otherwise be detrimental to the legal standing or reputation of Qserve or its Affiliates, it may suspend or terminate the integration of such Third-Party Service.

- 1.6.** We reserve the right to access Your Account, the information that You have provided and the Data You have stored with Us for support, maintenance and servicing purposes or for any security-related, technical or billing reasons.

2. Proprietary Rights

- 2.1.** The term “Qserve Intellectual Property” refers to all text, graphics, images, trademarks, logos, button icons, programs, software, and other data, content, information, and materials, tangible and intangible, and all intellectual property rights in and to the same which are owned by Qserve or licensed to Qserve by third parties.
- 2.2.** You are allowed to publish or post your training Certificate with the Qserve trademark on social media, and such publishing or posting does not constitute a Qserve trademark infringement.

3. Confidential Information

- 3.1.** During and after the Term, we each agree to (a) use Confidential Information solely for the purposes of this Agreement, (b) not copy, disseminate, or disclose Confidential Information to any person, except at the Your request or the request of the Receiving Party’s or its Affiliates’ employees, authorized representatives, contractors and advisers who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this Section, and (c) protect all Confidential Information with at least the same degree of care as it protects its own information of a similar nature. Nothing in this Agreement will transfer the ownership of Confidential Information to the Receiving Party.
- 3.2.** We each agree that if the Receiving Party is required by law to disclose Confidential Information, such Party will give prompt written notice to the Disclosing Party before making the disclosures, unless prohibited by law or administrative process. including Confidential

Information if Qserve is required to do so by mandatory law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with a legal process; (b) enforce this Agreement; (c) respond to claims that any of Your content and/or Data violates the rights of Third Parties; or (d) protect the rights, property, or personal safety of Qserve, the Site, the Platform, its users, and the public.

4. Subscription Term and Payment

4.1. We offer several different subscription plans for Our Platform (the "Subscription Plan"). For additional information on Our Subscription Plans, please contact us.

Qserve InSight platform:

4.1.1. For the Qserve InSight platform the subscription is per company level. Multiple individual users will have the settings as determined on company level.

4.1.2. You may upgrade Your Subscription at any time during Your Subscription Term, upon which We will apply the respective fees on a pro-rata basis. Any failure or delay to issue or deliver an invoice will not excuse Your payment obligations.

4.1.3. You may downgrade Your subscription during the agreed period. Fees are nonrefundable, and will be updated by the next subscription period.

4.1.4. Changes within the same subscription level will be applied in the new subscription period and plan.

4.1.5. Renewal Term: Unless the owner of Your Account upgrades or downgrades the subscription plan, You will be enrolled into an automatic renewing cycle for the same term at the conclusion of the Subscription Term (the "Renewal Term" and together with the Subscription Term, the "Term"). This applies to all Subscription Plans involving payment including monthly and annual renewals. For all Subscription Plans or Order Forms with a term of one year or more, You agree to give written notice to Us to terminate the Order Form not less than thirty (30) days before the end of the Term. Termination of any Order Form shall leave other Order Forms unaffected; termination of this Agreement shall terminate any existing Order Forms.

5. Termination

5.1. Either You or Qserve may terminate this Agreement for cause as a result of a material breach by the other party of this Agreement if the defaulting party fails to cure such material breach within thirty (30) calendar days of its receipt of written notice of the breach from the non-defaulting party. In addition, We may immediately terminate this Agreement if You do not pay the fees when due in accordance with Your subscription.

5.2. In the event this Agreement is properly terminated pursuant to Section 5.1, You will be entitled to a pro-rata refund of all fees previously advanced to Us from the date of the termination through the end of the Subscription Term.

5.3. All fees are nonrefundable and non excusable except if you properly terminate under Section 5.1. Qserve may suspend and/or terminate Your right to use the Site and/or Platform with or without cause at any time. Qserve will notify You via email to Your registered email account if We terminate Your Account.

5.4. Your obligation to pay accrued charges and fees accrued up to the date of termination will survive any termination of this Agreement. In the event of any termination of this Agreement, the limitations on Your use of the Platform outlined in this Agreement will survive such termination.

6. Technical and Organizational Security Measures

6.1. Qserve establishes data security in accordance with Applicable Law.

6.2. Qserve has set out a number of security measures and may implement alternative adequate measures from time to time, provided such measures will not materially reduce Qserve's security level.

6.3. Qserve will provide You, upon reasonable request, with adequate proof of compliance with its Data Processing obligations under this Agreement.

7. Third Party Claims

7.1. You will indemnify, hold harmless and defend Qserve's Indemnified Parties, to the maximum extent permitted and in full at Your own cost, from any demands, disputes, liabilities, claims, obligations, losses, damages, and costs and expenses, including, without limitation, reasonable

legal and accounting fees arising out of or in any way connected with:

- a. Your unauthorized use of any material obtained through Our Site(s) and Platform(s);
 - b. Your use and access to Our Site(s) and Platform(s) which is not in accordance with this Agreement;
 - e. Your violation of the Agreement;
 - f. Your gross negligence or willful misconduct; and
 - g. Your violation, whether alleged or actual, of any Third Party rights.
- 7.2.** The Indemnifying Party will indemnify the Indemnified Parties against: (i) all damages, costs, and attorneys' fees finally awarded against any of them with respect to any Claim; (ii) all out-of-pocket costs and expenses (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) all amounts that the Indemnifying Party agreed to pay to any third party in settlement of any Claims arising under this Section and settled by the Indemnifying Party or with its approval. The Indemnifying Party will not, without the relevant applicable Indemnified Parties' prior written consent, agree to any settlement on behalf of such Indemnified Parties which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties.

8. Limitations

- 8.1.** In no event will Qserve or any of its representatives be liable to You or any Third Party for any direct, indirect, special, exemplary, punitive or other consequential or incidental damages (including but not limited to any lost profits or revenue, interruption, loss of programs or other information, or any other measurable loss) arising directly or indirectly from:
- a. Your use of or access to Our Site(s) and/or Platform(s), or any content, products or services distributed on or provided through Our Site(s) and/or Platform(s);
 - b. for any failure or interruption of Our Site(s) and/or Platform(s); or

- c. whether arising out of errors, omissions, loss of Data, defects, viruses, interruptions or delays in operations or transmission or any other cause, whether based on warranty, contract, tort (including negligence) or any other legal theory, even if Qserve or its suppliers have been expressly advised of the possibility of such damages.
- 8.2.** In any event, Qserve's total maximum aggregate liability under this Agreement, will not exceed Your monthly (subscription) fee.
- 8.3.** These limitations do not apply in case Qserve has wilfully caused the damage.

9. Links

- 9.1.** Qserve's Site(s) and/or Platform(s) may include links to certain websites, materials, or content developed by Third Parties. Use of any such linked material is at Your own risk.

10. Identification

- 10.1.** Unless You specifically withdraw Your consent to this clause by sending an email to info@qservegroup.com, You acknowledge and consent that Qserve may make use of Your logos and/or trade names to identify You as Qserve's user/customer on Qserve's Site(s) and/or Platform(s).

11. Relationship of the Parties

- 11.1.** Nothing contained in this Agreement will be interpreted or construed to create a partnership, agency, single employer, joint employer or any other type of employment relationship between the parties hereto, or to impose liability attributable to such relationship upon either party. Neither party will have any right, power or authority to enter into any agreement on behalf of, to incur any obligation or liability of, or to otherwise bind the other party.

12. Severability

- 12.1.** If any provision of this Agreement is found, by any court having competent jurisdiction, to be unenforceable, the other provisions of this Agreement will remain in effect to the maximum extent possible.

13. Survival

13.1. Rights and obligations under this Agreement which by their nature are intended to survive termination, including without limitation the indemnification and liability limitations provisions set forth in this Agreement, will remain in full effect after termination or expiration of the Agreement.

14. Notices

14.1. Unless otherwise specifically indicated, all notices under this Agreement, must be in English, in writing, and addressed as follows: (i) in the case of Qserve, to info@Qservegroup.com, and (ii) in the case You, to the email address provided at the time of subscription, or in either case, such other address as either Party has notified the other, in accordance with this Section.