

Viedoc Terms of Use

Effective: Oct 2, 2023.

Welcome to Viedoc!

Thank you for using the suite of services that comprises **Viedoc**. Viedoc is provided by Viedoc, Inc. ("**we**", "**our**" or "**us**"), located at 3675 Market Street, Philadelphia, PA 19104. Our email address is info@viedoc.com.

These Terms of Use ("TOU") form a legal agreement between you ("**you**" or "**your**") and us. Your access to, and use of, Viedoc, are subject to and governed by these TOU. Be sure to carefully read and understand all the rights and restrictions set forth in these TOU. For your reference, you may download a printable PDF version of these TOU located in the footer of Viedoc after login. By accepting these TOU and accessing Viedoc, you confirm your agreement to and acceptance of these TOU.

Viedoc is provided by invitation only; either by us, by one of our licensees ("**Study license holder**") or an authorized delegate thereof.

If you have any questions regarding these TOU, please contact us using the above contact information.

1. Registration and Account

Use of Viedoc requires you to register a user account. This is preceded by an invitation sent to you by email. If you received an invitation that you did not expect or otherwise suspect to be in error, you must not proceed and make use of it to register an account.

Your account is personal to you and is non-transferable. You must not provide other parties access to your account. Passwords and access codes should be kept secret. We shall not be liable for any loss that you incur as a result of someone else using your account, either with or without your knowledge.

As an account holder of Viedoc you have access to, from one time to another, different resources and features within Viedoc, granted to you either by us or a Study license holder. If you suspect you have been given incorrect access, or that you should no longer have an access previously given to you, you must not make use of the access and instead inform us or the Study license holder.

The access and use rights granted to you under these TOU terminate immediately if you fail to comply with these TOU. We reserve the right, but with no obligation, to terminate or suspend your access to Viedoc, without notice, for any conduct or scenario that we, in our sole discretion, believe is in violation of any applicable law or may otherwise be harmful to the interests of any parties of Viedoc.

2. Third Party Access

Unless you have been granted express authority by us or the Study license holder to invite others to access Viedoc, you shall not provide any third parties access to Viedoc. If you have been granted the authority to invite others to access Viedoc, you shall be solely responsible for verification of the identity of third parties you invite. Any such third party shall be subject to the terms and conditions of these TOU.

3. Your Rights to use Viedoc; Restrictions

Subject to these TOU, we grant you a nonexclusive, personal, revocable and non-transferable right to access and use Viedoc for the specific purposes of the invitation or additional access granted over time. Except as described in these TOU, no other rights or licenses are granted to you concerning access or use of Viedoc.

You agree not to: (a) decompile, disassemble, or reverse engineer Viedoc, (b) copy, distribute, sell, lease, sub-license or transfer Viedoc or (c) alter, modify or create derivative works based on Viedoc.

In addition, you agree that you shall not: (i) disguise the origin of information transmitted through Viedoc; (ii) submit false or misleading information to Viedoc; (iii) use or access any service, information, application or software available via Viedoc in a manner not expressly permitted by us or the Study license holder; (iv) input or upload any information to Viedoc which contains viruses or other computer programming routines that are intended to or could damage, interfere with, intercept or expropriate any system or Viedoc; (v) submit any information that infringes the intellectual property rights of any third party; (vi) submit any information which is in conflict with any applicable laws and regulations (including but not limited to data protection laws); or (vii) use or access Viedoc in any way that, in our judgment, adversely affects the performance or function of Viedoc or interferes with the ability of authorized parties to access Viedoc.

4. Information Provided

You bear sole responsibility for maintaining the accuracy of the information you provide to us utilizing Viedoc (all such information collectively referred to herein as "**Submissions**"). Submissions shall not be subject to any obligation on our part, including, without limitation, any obligation of confidentiality, and we shall not be liable for any use or disclosure (including publication in any medium) of any submissions. You agree that we and our Study license holders may freely use any Submissions without notice, compensation, or acknowledgement to you.

Please refer to the Privacy Policy for more information on how we collect, store and share any personal data that you provide us with.

5. Compliance with Law and Good Clinical Practices

You agree to use Viedoc and its content in strict compliance with all applicable laws, rulings and regulations and in a manner that does not, in the sole judgment of us, negatively reflect on the goodwill or reputation of us. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation. While we have designed our software and services to adhere to Good Clinical Practices (GCP), FDA, EMA, PMDA, CFDA and similar international regulations applicable to clinical research data, each Study license holder and their authorized users are solely responsible for ensuring that their use of Viedoc complies with all such regulations and practices and we expressly waive any representations or warranties in this regard.

You certify that your electronic signatures in Viedoc are intended to be the legally binding equivalent of traditional handwritten signatures.

YOU REPRESENT AND WARRANT THAT YOU SHALL NOT, UNLESS OTHERWISE AGREED TO WITH THE STUDY LICENSE HOLDER, UTILIZE VIEDOC AS A MEDICAL DEVICE OR CLINICAL DECISION SUPPORT SYSTEM.

6. Privacy

We strongly believe in protecting user privacy and providing you information regarding our collection and processing of your personal data. Therefore, we have adopted a privacy policy that you should read to fully understand how we use and collect information. You must accept our privacy policy before using Viedoc.

WHEN YOU SUBMIT YOUR PERSONAL DATA TO US IN VIEDOC OR WHEN REGISTERING FOR VIEDOC, WE MAY TRANSFER AND/OR RETAIN THE PERSONAL DATA YOU SUBMITTED TO A COUNTRY OUTSIDE THE COUNTRY IN WHICH YOU ARE LOCATED OR FROM WHERE SUCH PERSONAL DATA WAS COLLECTED. PLEASE REFER TO THE PRIVACY POLICY FOR MORE INFORMATION.

7. Ownership

We, our suppliers or the original creator of the material retain all intellectual property rights (including copyright) to Viedoc. You may copy materials to which you have authorized access in Viedoc solely in connection with your use of Viedoc. You must retain all copyright and other proprietary notices in such materials in the same form and manner as in the originals. You shall not, without our permission, "mirror" any material contained in Viedoc. Except as specified above, nothing contained in these TOU shall be construed as conferring by implication, estoppel or otherwise any license or right under any trademark, patent, copyright, mask work protection right or any other intellectual property right of us or any third party.

8. Trademarks

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9. Links

ANY LINKS IN VIEDOC THAT ALLOW YOU TO ACCESS A THIRD-PARTY SITE ARE NOT UNDER THE CONTROL OF US AND WE ARE NOT RESPONSIBLE FOR THE CONTENTS OF ANY THIRD-PARTY LINKED SITE, ANY LINK CONTAINED IN SUCH LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. ANY SUCH LINKS ARE PROVIDED EITHER BY US OR BY THE STUDY LICENSE HOLDER. WHENEVER WE ARE PROVIDING THESE LINKS IT IS ONLY FOR YOUR CONVENIENCE, AND THE INCLUSION OF ANY LINK TO A THIRD-PARTY SITE DOES NOT IMPLY ENDORSEMENT BY US OF THE SITE. ANY SUCH LINKED SITES, INCLUDING OTHER PASSWORD PROTECTED SITES, MAY CONTAIN TERMS OF USE IN ADDITION TO, OR DIFFERENT FROM THESE TOU. THE TERMS OF USE POSTED ON SUCH SITES SHALL APPLY TO THEIR USE.

10. Disclaimers

MATERIAL, INCLUDING SOFTWARE, IN VIEDOC IS PROVIDED "AS IS" AND WE DO NOT PROVIDE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE SPECIFICALLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO VIEDOC OR ANY CONTENT OR MATERIAL ON THE APPLICATION SERVICES. WE MAKE NO WARRANTY THAT (i) VIEDOC WILL MEET YOUR REQUIREMENTS, (ii) ACCESS TO VIEDOC WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF VIEDOC WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY THIRD-PARTY MATERIAL OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF VIEDOC IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR

ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR SOFTWARE.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WE, OUR RELATED COMPANIES, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS SHALL NOT, UNDER ANY CIRCUMSTANCES BE HELD LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF (OR THE INABILITY TO USE) VIEDOC OR ANY MATERIAL IN VIEDOC. THIS INCLUDES WITHOUT LIMITATION THE LOSS OF DATA OR LOSS OF PROFIT, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT OR DISSATISFACTION WITH VIEDOC IS TO CEASE TO USE VIEDOC.

12. Miscellaneous

We may update or change these TOU and we will post any updates or changes to these TOU in Viedoc. If we make changes to these TOU, you must accept the changes before continuing using Viedoc. If you do not wish to be bound by any updated TOU, please do not use Viedoc.

These TOU may not be assigned or transferred by you without the prior written consent of us. We may assign these TOU to any affiliate or third party in part or in whole.

These TOU constitute the entire agreement between you and us with respect to your use of Viedoc and supersede all prior agreements, proposals, communications between the parties and understandings, whether written or oral. These TOU apply only between you as an individual and us and shall be without prejudice to any agreements that we may have with the Study license holder or other customers and collaboration partners (e.g. under a Master Service Agreement or similar).

13. Governing Law; Claims

The validity, construction and performance of this Agreement shall be governed by the substantive laws of state of Delaware, without giving effect to any conflict of laws principles. You consent to the exclusive jurisdiction of, and venue in, any court located in Delaware for the purposes of adjudicating any matter arising from or in connection with these TOU. YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF VIEDOC, AND/OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.