Terms and Conditions of Service

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Terms and Conditions of Service

Preliminary. Definitions

It will be understood by:

a. User: the natural or legal person who, freely and voluntarily, accesses the platform, Irrespective of whether or not they make use of the services and tools offered there.
b. Registered User: the natural or legal person, of legal age according to the Spanish legislation that enrols or registers on the Platform.
c. Subscriber: any Registered User who has created a Study through the Platform.
d. Guest: any Registered User who has been invited by a Subscriber to participate in a study.

It is possible that the same natural or legal person fits into several of the definitions previously provided. Thus, an Internet user who has created a study through the Platform is a Subscriber, through having created a study, but they will also be a Registered User, since that is necessary to be a Subscriber and, also, a User, by the mere fact of accessing the Platform.

1. Parties

These Terms and Conditions are subscribed, on the one hand, by Inetsys, host of ShareCRF and, on the other hand, by the user, according to the definition provided in the Preliminary clause. By the mere fact of visiting ShareCRF, the user submits without reservation to the provisions of these Terms and Conditions.

2. ShareCRF functionalities

Access to ShareCRF is free and its main utility is to publicize the Platform and the services that Inetsys provides through the same, related to the management of data and information for the preparation of clinical trials, studies, observations, patient records or similar (from now on these will only be referred to as clinical trials). The contracting of any service implies the payment of a price and the acceptance of some contracting conditions. It is also possible to enrol as a Registered User to have the possibility to participate in clinical studies or even to create and / or manage them.

3. Obligations of the user

By the mere fact of accessing ShareCRF, the user commits to:

a. Use the Platform in a diligent, correct and lawful manner and in compliance with current legislation (especially in relation to data protection, intellectual and industrial property), morals, public order and generally accepted good practices.
b. Review from time to time these Terms and Conditions, or any other conditions that may become applicable, verifying the changes that any of them may have undergone.
c. Review the communications received from Inetsys, as they may contain important information.
d. Not use the Platform for commercial purposes, especially to gather information or content for the purpose of providing services that clearly constitute a competition for Inetsys.
e. Not modify or try to modify ShareCRF in any way, nor perform actions or use any means intended to simulate the appearance or functions of the Platform or the identity of Inetsys.
f. Not damage, disable, overload or hinder the service (or the network or networks connected to the service), or

interfere with its use and enjoyment.

g. Refrain from undertaking any action that involves the introduction of computer viruses, worms, Trojans or any other kind of malicious code intended to interrupt, destroy or limit the functionality of ShareCRF.

h. Not use reverse engineering techniques and/or decipher, decompile or use any other system designed to know the source code of the Platform or any element subject to copyright or underlying intellectual property.

i. In any case, not perform any type of acts that may infringe rights or interests of Inetsys or third parties such as, for example, intellectual or industrial property rights (patents, trademarks, copyright, trade secrets...).

4. Conditions for Registered Users

4.1. Application, acceptance and integration

These Conditions are applicable to all Registered Users of the Platform, according to the definition stated earlier in the Preliminary provision of this document.

The purpose of enrolling as a Registered User of ShareCRF is, fundamentally, to participate in studies and clinical trials and to develop functions related to its management, to which the Registered User has been invited by a Subscriber or by a Guest with sufficient permissions, according to the definition stated earlier in the Preliminary provision of this document. The functions and permissions of the Guest with respect to each trial will be those that the Subscriber in question, or those that another Guest who had been granted permissions to that effect, had attributed to them by inviting them to participate in the trial.

These Conditions for Registered Users will be understood as accepted by all those users who, in compliance with the above, have followed all the steps provided in ShareCRF to enrol as Registered Users, including their express acceptance.

These Conditions for Registered Users are integrated within the Terms and Conditions that regulate the use of ShareCRF, which are equally applicable to any Registered User.

It is possible that, in addition, the Subscriber or Guest who invited the Registered User to participate in a trial had determined some terms and conditions in relation to the trial, which, if that were the case, the Guest must accept without reservation to participate in the trial. The aforementioned terms, established by each Subscriber, are not part of these Conditions and regulate a relationship between the Registered User and the Subscriber, to which Inetsys is not a party, and in which it does not intervene in any way and, therefore, with respect to which it does not assume any responsibility.

4.2. ShareCRF Features for Registered Users

When an Internet user enrols with ShareCRF on their own initiative, the Platform's functionalities are very limited. It is necessary for a Subscriber to invite one to participate in a clinical trial or medical study to be able to participate in the same. Under no circumstances may Registered Users request a Subscriber or a Guest, through ShareCRF, to participate in a trial.

Once enrolled, the Registered User will have a range of options, from simply participating in a trial to which the Subscriber had invited them, to managing trials created by the Subscriber, In the event of having permission to do so. The system is designed so that the Subscriber or a Guest with sufficient permissions can register employees or collaborators who participate in the clinical trials that they carry out and / or manage.

If, when you enrol as a Registered User, you do not have the possibility to create clinical trials and you are interested in doing so, write to us at info@sharecrf.com.

4.3. Process of enrolling as a Registered User

Any Internet user wishing to enrol as a Registered User, either on their own initiative or at the invitation of a Subscriber or a Guest enabled by one, must access ShareCRF and click on "Registration" or, from the invitation received by email, click on the link provided. Once this is done, you must complete the registration form and send it, but not before accepting these Conditions for Registered Users.

Regarding the invitations, the Registered User understands that it is not Inetsys but the Subscriber or a Guest enabled by one who, through the Platform, sends such communications, at their discretion, it being, therefore, the Subscriber and / or, in the relevant case, the Guest, who is responsible for the sending and the content of such communications. Inetsys is limited to providing the Subscriber and / or the Registered Guest Users with a service, acting as an intermediary between both and making available a series of computer tools to that effect.

4.4. Obligations of the Registered User

The Registered User undertakes, in addition to the obligations required of any user in accordance with the Terms and Conditions, to:

a. Act at all times in good faith and loyally to Inetsys and the Subscribers and other Registered Users.
b. Not register by providing false or inaccurate information in a deliberate manner or by supplanting the identity of third parties.
c. Only use the account registered in their name, not using accounts belonging to third parties.
d. Not sell, market or transfer the account to third parties.
e. Be solely responsible for any activities carried out from their account, keeping it updated at all times.
f. Strive for the strict confidentiality of their data and access codes, assuming any damages that can be derived from the violation of such confidentiality.

When participating in any trial or clinical study, the Registered User must:

a. Respect the applicable legislation, morality, public order and generally accepted good practices, as well as any conditions that may apply to the Registered User.
b. Respect the conditions that the Subscriber responsible for the clinical trial may have published. Such conditions shall be understood as having been accepted by the mere fact of participation in the trial in question.
c. Follow all instructions received from the Subscriber who had invited them to register and / or participate in a clinical trial.
d. Issue only legal and truthful opinions and comments.
e. Granting Inetsys a license as extensive as in law requires for the publication of such content on the Internet.
f. Refrain from including any links to pages that do not comply with the above conditions or that contain illegal, deceptive or unfair advertising, viruses, Trojans or any other material or software that may damage or alter the operation of computers or I.T. systems.
g. Refrain from sending content or links that are defamatory, harmful, offensive, insulting, racist obscene, threatening or discriminatory or that violate any law, especially that relating to intellectual and industrial property.
h. Assume any responsibility for the publication of content.

4.5. Right of exclusion

Inetsys reserves the right to block or delete any Registered User's account In the event of a breach of these Conditions or any other applicable conditions.

4.6. Exclusions of responsibility

The information relating to the Subscribers and to clinical trials is provided by the Subscribers themselves and / or by other Registered Users, limiting the activity of Inetsys to storing it and offering it, as necessary, to the Registered User. Under article 16 of Law 34/2002, of July 11, on Services of the Information Company and Electronic Commerce, Inetsys assumes no responsibility for such information, insofar as the same is published by the Subscribers and / or by Registered Users automatically on the Platform and is not subject to review by Inetsys, who does not either control or verify it.

Under no circumstances will Inetsys be responsible for the utility that the Platform may have for the Registered User.

Neither will Inetsys be responsible for compliance by the Subscribers and / or other Registered Users with their legal, moral obligations or the provisions of these Conditions.

4.7. Data Protection

All the information collected by Inetsys through ShareCRF is collected and treated according to a specific Privacy Policy that you can learn about by clicking here.

Keep in mind that the bulk of the information will be handled by the Subscribers, who will be set as responsables of the treatment of the file to the effects according the General Data Protection Regulation (UE 2016/679, configuring Inetsys as a mere manager of the same.

Inetsys does not assume any responsibility for the information that is shared or for the way Subscribers use it. By enrolling as a Registered User, you accept that you use the Platform at your own risk.

5. Intellectual and industrial property

ShareCRF and all the elements that comprise it, including the programming, design, graphics, codes, text or images present in it, with the exception of the information provided by the Registered Users and / or the Subscribers, are the exclusive holding of Inetsys or are within its rights and / or authorisations for their exploitation.

The trademarks, trade names and, in general, any distinctive sign published on ShareCRF, with the exception of those published by Registered Users and / or Subscribers, are held by Inetsys or their respective hosts, or any account with the necessary licenses for their use.

By virtue of the above, reproduction, distribution, public communication (including making available), transformation or any other form of exploitation is prohibited, not even by citing the sources, without the prior and express written consent of Inetsys or the exclusive host of the rights affected.

If you detect any infringement of intellectual and / or industrial property rights on the Platform, please inform us by email at info@sharecrf.com.

6. Third party links

ShareCRF may contain links to third-party web pages or web sites, for which Inetsys does not assume any responsibility, nor for their content or proper functioning, nor for the consequences arising from access to the same.

Regarding the links published on the Platform by Inetsys, the visitor acknowledges and accepts that those links direct to sites that are external and third party, both in relation to ShareCRF and to Inetsys, and that the functions, advertising or, in general, the content included in third party pages, even when linked from ShareCRF are neither approved nor reviewed; therefore, it cannot guarantee that there are no computer threats, viruses or malware or that they contain illegal or inappropriate content or other links that, in turn, lead to sites with one or more of the above characteristics.

Regarding the links published on ShareCRF by Registered Users and / or Subscribers, Inetsys does not review their correct functioning, the security of the same or the contents to which they direct and, therefore, by virtue of the provisions of article 17 of the Law 34/2002, of July 11, on Services of the Information Company and Electronic Commerce, Inetsys does not assume any responsibility for them.

7. Exclusions of responsibility

Inetsys works continuously so that the services and features of ShareCRF are available at all times. However, the Platform will be shown "as is", according to the availability and limitations that may occur jointly at any moment.

Despite the continuous effort put by Inetsys to protect the systems and content included in ShareCRF through the use of the usual Internet security standards, it is not possible to offer full guarantees regarding any intrusions or losses of information that may occur. Likewise, the absence of viruses or other harmful elements in ShareCRF or third party sites that may cause alterations in the computer system that the visitor uses to access the Platform cannot be guaranteed. For this reason, the visitor assumes and understands that there are situations that may escape the control of Inetsys.

Inetsys declines any responsibility for any misuse by the visitor towards ShareCRF, as well as for the breach of their obligations or commitments assumed under these Terms and Conditions or any other conditions applicable.

In general, neither Inetsys nor its collaborators will be liable in the event of loss of earnings or consequential damages for any matter.

8. Compensation

Any damage, prejudice, loss or cost (including attorneys' and prosecutors' fees) suffered by Inetsys as a result of a breach by a user of these Terms and Conditions or of any other conditions that apply to the user, will carry with it the obligation to compensate Inetsys as if, for the same reasons, there were claims of third parties against Inetsys, in which case the same will remain indemnified for this, being able to claim any expense, cost, damage or harm arising from their actions.

9. Modifications

Inetsys reserves the right to make modifications of any kind on ShareCRF, either relating to its appearance or interface, in the code, in the developments, etc.

Any change in these Terms and Conditions will be communicated by Inetsys to the users and / or Registered Users, as the

case may be. If the modification affects the users, in general, the modifications will be deemed to have been accepted by the mere fact of continuing to navigate through ShareCRF. If the modification affects the Registered Users, in particular, it will be demed that they have accepted the changes if within thirty (30) days after the modification was notified, they have not expressed their refusal to accept it. To do so, an email indicating the refusal must be sent to info@sharecrf.com. In the event that they do not accept the modification, it will be understood that they wish to cancel their Registered User account on the Platform, with all the consequences that this implies.

If the Registered User is, in addition, a Subscriber, it will be understood that they wish to terminate the services in the terms of stipulation 14 of the General Contracting Conditions.

10. Data Protection

The collection and processing of personal user data collected by Inetsys through ShareCRF is governed by a specific Privacy Policy accessible by clicking here.

11. Safeguard and interpretation

These Terms and Conditions constitute a unique agreement between the user and Inetsys.

If the competent Authority declares any provision as illegal, invalid or unenforceable, it will be understood that it must be interpreted in the closest possible manner to the original intention of such a provision. In no case shall such declaration with respect to one or any of the clauses affect the validity of the remaining clauses.

The fact that Inetsys does not require strict compliance with any of these Terms and Conditions does not constitute nor may be construed in any way as a waiver on its part of the right to demand this strict compliance in the future.

12. Language

The language applicable to these Terms and Conditions is Spanish. If the user had been offered versions of these Terms and Conditions in other languages, it was merely as a courtesy, for your convenience. The user accepts that the Terms and Conditions will be governed by their version in Spanish.

If there is any contradiction between what is indicated in the Spanish version of these Terms and Conditions and what is indicated in any of the translations, in any case the Spanish version will take precedence.

13. Legislation and jurisdiction

The relationship arising between the user and Inetsys under these Terms and Conditions will be governed by Spanish law and, In the event of conflict in its interpretation or compliance, both parties will submit, expressly waiving any other jurisdiction that may apply, except where a Law mandates another distinct jurisdiction, to the Courts and Tribunals of Majadahonda.