

# Terms & conditions

## 1. SITE CONTENT:

The part of the web pages under the address [www.bioarstherapeutics.gr](http://www.bioarstherapeutics.gr) that can only be accessed through the use of a code following registration (the "Website"), has as sole purpose to provide information to health professionals (doctors, pharmacists, nursing staff) on issues related to the products of BIOARS THERAPEUTICS IKE (the "Company") and their therapeutic categories, containing related material.

## 2. TERMS OF ACCESS and LIMITATIONS OF LIABILITY:

Access to the Website is provided exclusively to health professionals who have received permission from the Company to enter the Website through a personal special code and password (user ID and password) and is not available to third parties. Access to the Website by any third party is expressly and strictly prohibited.

The Website is not intended for patients, does not constitute or substitute medical advice and does not constitute a prescription or solicitation thereof and is intended exclusively for health professionals. Posting this material online, reviewing it and/or viewing it, does not constitute medical advice and should not be taken as a basis for any decision or action.

The use of information contained in the following material is solely at the discretion and responsibility of the healthcare professional. For the full and appropriate information of health professionals, they should refer to the Summary of Product Characteristics (SPC/SPC) approved by the competent authority and/or the Instructions for Use Leaflet (IFU) where the indications of the medicinal product are approved by the authority responsible for the circulation of the product.

The Company has made every effort to ensure that the information provided through the Website is accurate and objective. However, it is at the discretion of the health professional who uses the Website to form an opinion on the therapeutic value of the pharmaceutical products and the Company bears no responsibility for the opinion that the user of the website will form, or in the event that this information constitutes the basis for making a medical decision by health scientists or third parties.

The Website may contain audio-visual or other material in which third parties refer, among other things, to the Company's pharmaceutical products (such as, but not limited to, speakers at conferences recorded and posted on the Website) providing information which may be additional to, or deficient in, these contained in the SPC and/or the IFU. The Company is not responsible for any errors and/or omissions in the references of said third parties in the respective MDS and/or in the respective IFU, contained on the Website.

The Website may contain informational material on the properties of medicinal products which is not intended for promotion to third parties, non-health professionals, and informational material on diseases, illnesses and wider health matters which may not be subject to the aforementioned restriction. The Website in no case is intended to promote, advertise, or medically inform regarding pharmaceutical products.

The material included on the Website has been prepared and displayed in compliance with the SFEE Code as amended and in accordance with its guidelines on websites accessible to health professionals. When using the Site, it is agreed that you will first address any concerns you have about the content to us before contacting any third party.

### **3. OBLIGATIONS OF USERS:**

Your status as a user of the Website is personal to you and therefore you must not share it with any other person and you must ensure, to the extent that it concerns you, that the Website cannot be accessed by any third party.

In particular, if you have been provided with a username and password, you agree to keep them secure and confidential and agree to (i) notify the Company immediately upon becoming aware of any unauthorized disclosure or use of your personal username and/or of the password and (ii) you are responsible for any loss or damage resulting from such unauthorized use or disclosure.

You are responsible for providing all equipment required to access the Website and for all associated third party charges (eg telephone charges and Internet service provider charges).

You agree to use the Website only in accordance with these terms. In the event that your unauthorized use of the Site results in loss or damage for any person, who subsequently raises a claim against the Company, you agree to indemnify the Company for all such loss and/or damage, from such a claim.

You must not use the Website maliciously by intentionally introducing viruses, trojans, worms, logicbombs or other material that can cause damage to a PC. You must not attempt to gain unauthorized access to the Website, the server on which the Website is located or any server, computer or database associated with the Website. You must not attack the Website through a denial-of-service attack or a distributed denial-of-service attack.

Violation of the above term constitutes a violation of the law. We will report any such breaches to the appropriate authorities (cybercrime authority) and cooperate with them by disclosing your identity to them. In case of violation, the right to use the Website will be terminated immediately.

We are not responsible for any loss or damage caused by a denial of service attack, viruses or other malicious programs, which may infect the user's computer equipment, computer programs, data or other proprietary material due to the use of the Website or of uploading material posted or linked to it. In accordance with good computer usage practice, it is recommended that you check the material and/or content you access and/or downloads from the Website using commercially available, up-to-date virus control software.

#### **4. STATEMENT BY THE WEBSITE USER:**

The user expressly and without reserve declares that he has the status of a health professional and that the information he declares in order to gain access is true and that he is able to make proper use of the Website, i.e. in accordance with the terms herein, and that he has become aware of the terms of access to the page.

It is expressly agreed and acknowledged here that the legal basis of this is the statement-commitment of the health professional that he is able to use the Website under the above stated conditions.

#### **5. INDUSTRIAL AND INTELLECTUAL PROPERTY:**

Industrial and intellectual property rights in respect of the Website, including without limitation, all documents, files, texts, images, graphics, components and code contained therein and in the general image of the Website, are exclusive rights of the Company (all rights reserved) unless expressly stated otherwise.

The Company authorizes you to copy and print extracts or documents from the Website (other than those relating to third-party proprietary content designated as such) for your non-commercial use, provided that any copy or extract of such documents or of the acquired pages retains all copyright or other proprietary notices and any disclaimers contained therein. All Company logos and trademarks may not be used or reproduced without Company's prior written consent.

Unless otherwise specified, reproducing part or all of the contents of this Website or the materials provided in any form, including framing, creating any derivative work based on the Website and/or its content, incorporating into other websites, of electronic retrieval systems, is prohibited. No link on this Website may be included on any other website without the Company's prior written approval.

The content is used "as is", without the possibility of modifications or other interventions by the user. In addition, the content may not, in whole or in part, be commercialized, copied, modified, reproduced, retransmitted, or transmitted or distributed in any way by any user without the prior written consent of the Company.

Depictions of persons or places or things that are part of the content of the Website are either the property of the Company or its affiliated companies or are used on the Website with the relevant permission of their owners. Any form of use of these images by the users of the Website outside the limits of the latter, or by anyone else authorized by the users, is prohibited, unless specifically permitted by these terms or specifically permitted elsewhere on the Website.

The Company cannot guarantee that you have any right to use content owned by third parties that is available on this Website and you must obtain permission from that third party before using or downloading such content. . Copyrighted content cannot be changed nor can any author notice or copyright notice appearing on that content be changed without first securing the necessary consents.

In the event that you submit any material for inclusion on the Website, you agree to grant the Company a worldwide, perpetual, copyright-free, non-exclusive license to use, reproduce, modify, adapt, publicly display and translate the material.

The Company reserves the right to remove or delete without notice any material submitted for inclusion on the Website, which the Company considers to be contrary to the objectives of the Website or which violates these terms or is otherwise detrimental to the interests of others members.

Except for this limited license, nothing on the Site should be construed as a grant of any other right or license under any copyright, patent or trademark of the Company or any third party.

## **6. LINKS TO OTHER WEBSITES:**

The Website may contain links, which take you to other websites, maintained by third parties, who also bear full responsibility for the content of their websites. The providers of the third-party websites have full (civil and criminal) responsibility for the security, legality and validity of the content of their websites and services.

Therefore, the Company does not bear any responsibility, including, but not limited to, responsibility for intellectual and industrial property rights or any third party rights, for the content of websites or other electronic/internet sites that may be linked to the website. The connection of users, through the website, to other websites or electronic/internet sites, is at their own risk and without permission from the Company and they are obliged to comply with the terms of use of these websites or electronic/internet sites and to address directly to the providers thereof for anything resulting from visiting and/or using them.

The Company provides you with the ability to go to this website to facilitate your navigation. The Company is not responsible for the privacy policy of third party websites. Please read the privacy policy of each website you visit.

## **7. SOFTWARE TRANSFER:**

The use of the software downloaded from the Website is solely up to the judgment and evaluation of the possible risks by the user. You should ensure that the software you download from the Website to your personal computer is suitable for use on your computer and that it does not contain viruses.

## **8. CHANGES TO THE SITE:**

The Company reserves the right to change or withdraw any part or all of the Website or the legal notice at any time without prior notice. If deemed necessary, we will inform you of any changes.

Any changes to this legal notice will take effect the next time the user accesses the Website. Notwithstanding the above, the Company is not obliged to keep the Website updated. Users of this Website are not entitled to any compensation for being unable to use the Website.

We do not warrant that the functionality contained in the Website will function uninterrupted or error-free, or that the Website or the server that supports the Website are free of viruses or bugs.

## **9. PERSONAL DATA:**

Pursuant to Law 2472/1997 "on the protection of the individual from the processing of personal data", we wish to inform you that the Company, which has its headquarters in Athens, at 10 Kerasuntos Street, will keep a record and process the personal your data that you enter with your registration application, in order to maintain a file of users of the Website and to register and create your registration for the license to use it. Recipients of your personal data above will only be the natural persons who work in our company for the execution of the aforementioned purpose.

The processing of your personal data consists of the collection, recording, processing, use, and any other function absolutely necessary for the above purposes, carried out in writing, by telephone or by electronic means. The record will be kept for five (5) years.

We have security policies in place which aim to ensure the integrity and security of all our information, including personal data.

We may employ third parties to perform functions on our behalf. Third parties may need to access your personal data in order to perform the assigned functions on our behalf, but we ensure that they will not use your personal data for any other purpose.

We may transfer your personal data to countries or jurisdictions that do not provide the same level of legal protection of personal data as the country in which you reside to which you consent to the transfer.

In the event of such transfer, we will ensure appropriate protection of your information during transfer and while in the destination country.

We would like to inform you about the rights of each subject whose data is processed. According to article 12 of Law 2472/1997, the data subject has the right to request and receive from the controller (the Company) – without delay and in an understandable and clear manner – information regarding the type of data being processed, their origin, the purposes of processing, the recipients, the progress of the processing, the correction/deletion/blocking of data whose processing is not in accordance with the provisions of the above law, as well as their notification to third parties to whom the data has been communicated, of any correction, deletion or binding.

Also, according to article 13 of the above law, the data subject has the right to object at any time to the processing of his personal data. In particular, he is entitled to request the correction, temporary non-use, blocking, non-transmission, or deletion of his data.

The competent officer of the company to whom you can contact in order to exercise the right to information, access and objection to the processing of your personal data based on articles 11-13 of Law 2472/1997 is Mr. Christodoulou Giorgos (by post at the address Kerasountos 10 , 11528, Athens, or by e-mail at [info@bioarstherapeutics.gr](mailto:info@bioarstherapeutics.gr)).

With your application for permission to enter the Website, following your above information, you expressly declare that: "I consent to the keeping of my personal data in a file and processed by the Company exclusively and only within the framework of the aforementioned purpose. I have received knowledge and expressly and unreservedly state that I consent and agree to all of the above."

## **10. NON-PERSONAL DATA:**

We monitor the use of the Website by gathering information together with several commercial organizations. In this process NO personal data is collected. As a rule, we collect information about the number of visitors to our Website and the original domain name of the Internet service provider. This information is used to understand a visitor's use of the Website and may be shared with other companies within BioArs Therapeutics IKE and with other third parties.

We intend to continue to improve the content and functionality of the Website. Therefore, we may collect information about how you use it, through cookies and other similar technologies (see below). We may also track user traffic and Site usage patterns to help us improve the design and format of our Site, personalize your experience by customizing the content you see, and thereby optimize your user experience.

We may also perform statistical analysis on user accounts to determine, among other things, the number of active users, their frequency of use, and the number of websites to which a user has registered anonymously.

We may occasionally receive information about you from other sources (such as other Group companies or third parties), which we will add to the information we already have about you to help us improve and personalize our service to you; based on anonymous user data.

We may also receive information about your opinion if, for example, you send us feedback or ask us your questions.

#### **11. USE OF COOKIES:**

Cookies are small files that are sent to your browser and stored on your computer's hard drive.

Sometimes they are created and transferred to your hard drive when you first sign up to a website. They are then used to identify your computer and allow you to repeatedly access the website without having to log in each time. The cookie is used exclusively to speed up your access to the website and the information you wish to see. Most web browsers accept cookies, but you can usually change your browser settings to prevent them from being transferred. However, it should be noted that if you do this, some functionality may be lost.

#### **12. CONSEQUENCES OF BREACH OF TERMS:**

If it becomes apparent that you have violated any of the above terms of use included in this text, we will immediately take corrective action, including possibly prohibiting the use of information posted on the Website by the Company, removing any information, data and content that posted on the Website by the user (where permitted), at any time and without notice. In the event that the Company suffers any damage as a result of this, the Company reserves every legal right and claim for compensation from the user of said damage.

#### **13. LEGAL FRAMEWORK:**

The Website and its content are governed by Greek law. Any legal action related to the Website or its content falls under the jurisdiction of the Greek Courts