

# EMVO Website Terms of Use

## Table of Contents

**Table of Contents**

Term of Use .....	3
Acceptance of these Terms of Use .....	3
Additional Terms.....	3
Company information.....	3
Privacy .....	3
Intellectual property rights .....	4
Permitted Use.....	4
Content of the Website.....	4
Disclaimer of Warranty.....	5
Limitation of Liability .....	5
External links .....	5
Law and jurisdiction .....	5

## Term of Use

### Acceptance of these Terms of Use

By accessing and using the EMVO website at <https://emvo-medicines.eu/> (the "**Website**"), as well as by downloading information and documents from it, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and the Privacy Policy referenced herein. If you do not accept these Terms of Use and the Privacy Policy, you are not authorized to use this Website.

If you are entering into these Terms of Use on behalf of a company or institution, you hereby agree – and declare and represent that the company or institution you represent agrees – to these following Terms of Use, including the Privacy Policy referenced herein.

We may make modifications to the foregoing at any time and such modification will be effective upon posting to the Website. The date of the most recent revisions will appear on this page. We shall notify you of the change to these Terms of Use by posting a notice on the Website. You agree to be bound by any such revisions and should therefore visit this page every time you visit the Website to determine the current terms to which you are bound. Any change to these Terms of Use will be posted on this page and notified to you by e-mail (where appropriate or required by law and to the extent that you have provided us with your e-mail address). Your continued use of the Website after any modifications to these Terms of Use shall indicate your agreement with such modified terms.

### Additional Terms

Some portions of the Website may have additional rules, guidelines or terms posted. If there is a conflict between these Terms of Use and the rules, guidelines or terms posted for a particular area of the Website, the latter will prevail regarding your use of that area of the Website.

### Company information

This Website is operated by:

European Medicines Verification Organisation, A.S.B.L.  
Rue de la Loi 28  
1040 Brussels  
Belgium  
VAT BE 0638.801.022 RPR/RPM Bruxelles.  
(Hereinafter "**EMVO**")

E-mail: [helpdesk@emvo-medicines.eu](mailto:helpdesk@emvo-medicines.eu)

Phone: +372 611 90 44

### Privacy

Please read our [Privacy Policy](#), which forms an integral part of these Terms of Use and which governs your visit to this Website, so that you understand how your personal data will be collected and processed by EMVO.

## Intellectual property rights

The information and content of this Website, including all information, data, text, music, sound, photographs, graphics and video messages, and all source codes, software compilations and other material are owned by EMVO and are protected by intellectual property rights, including, without limitation, copyrights, author rights and neighbouring rights, database rights, design and models, trademark rights, patent, software, etc. ("**Intellectual Property Rights**"). It is prohibited to use, transfer, amend, alter, sell, distribute, reproduce or publish the information and the content of this Website without the prior written consent of EMVO.

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If you use the materials on this Website without the permission of EMVO or in a way that is not allowed by these Terms of Use, you may violate our or others' Intellectual Property Rights. In that event, we reserve the right to take all measures that we consider adequate in order to prevent, terminate or obtain reparation for any infringement of Intellectual Property Rights. Legal title to the materials remains with us or with the authors of the materials contained on this Website. All rights not expressly granted are reserved.

## Permitted Use

This Website is provided solely to inform you on the latest news regarding EMVO and organisation of events, on the setting-up, and operation of the European Medicines Verification System ("EMVS"), the EMVS Onboarding process as well as to provide the Onboarding Partners with training materials and further guidance regarding their onboarding.

The following activities relating to the use of the Website are expressly prohibited: (i) collecting names and/or email addresses by electronic or other means for the purpose of sending unsolicited email or other communications, (ii) any use of the Website, which in our sole judgment, degrades the reliability, speed, or operation of the Website or any underlying hardware or software thereof, and (iii) any use of the Website, which is unlawful or in violation of these Terms of Use.

You may not use the Website in any manner that could damage, disable, overburden, or impair any EMVO's accounts, computer systems or networks. You may not attempt to gain unauthorized access to any parts of the Website or any EMVO's accounts, computer systems or networks. You may not use any robot, spider, scraper or other automated means to access the Website or any of EMVO's account(s), computer systems or networks.

You may not access, download, use or export the Website, or the content provided on the Website, in violation of U.S. or E.U. export laws or regulations, or in violation of any other applicable laws or regulations.

## Content of the Website

EMVO uses its best efforts to maintain the information on its Website accurate and up-to-date. The information provided on this Website is valid at the date on which it is provided and EMVO cannot guarantee that such information does not contain any mistakes, is correct and up-to-date.

EMVO does not guarantee a continuous, uninterrupted and secured access to the Website. EMVO may interrupt, at any time and without prior notice, the access to the Website in case of risk of misuse or fraud or in order

to perform maintenance or to implement any improvement or modification. EMVO shall do its utmost to limit the duration of such interruptions and shall, whenever possible, inform the Internet users of these interruptions and their estimated duration.

## Disclaimer of Warranty

ALTHOUGH REASONABLE EFFORTS HAVE BEEN USED TO PROTECT THIS SITE, ALL INFORMATION AND MATERIALS ON THIS SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND SHALL NOT BE BINDING NOR SHALL IT BE CONSTRUED AS CONSTITUTING ANY OBLIGATION, REPRESENTATION OR WARRANTY ON THE PART OF EMVO.

**Except in case of gross or intentional negligence, EMVO is not liable for any direct or indirect damages, such as damages resulting from bugs or viruses, which you may incur as a result of your visit or use of this Website, or your difficulty or inability to access or use this Website. EMVO reserves the right to modify the content of this Website at any time, to (temporarily) block the access to the Website or to shut down the Website.**

## Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL EMVO OR ANY OF ITS CONTRACTORS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, PROFITS, BUSINESS, OPPORTUNITY, GOODWILL, CLIENTELE ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, DELAYS OR INTERRUPTION OF ACCESS TO THE WEBSITE, COMPUTER VIRUS, FAILURE OR MALFUNCTION OF YOUR SYSTEMS ARISING IN RELATION TO YOUR USE OF THE WEBSITE, INACCURATE CONTENT OR OMISSION, OR OTHER INTANGIBLE LOSSES, AS WELL AS THIRD PARTY CLAIMS (EVEN IF EMVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM CLAIMS BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE (INCLUDING GROSS NEGLIGENCE), HIDDEN OR LATENT DEFECTS, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY.

## External links

This Website may contain hyperlinks to other websites or information of third parties. Hyperlinks included on this Website are there purely for the ease of the customer and their presence does not entail that EMVO approves or recommends the content, products, services or service providers of such websites. EMVO has no control over the websites or information of third parties and is not liable for the information or the materials provided on third parties' websites and the damages incurred by you as a result of your visit or access to third parties' websites. EMVO does not guarantee that the information or materials on third parties' websites are correct, accurate or reliable.

## Law and jurisdiction

The Website was created and is operated under the laws of Belgium. These Terms of Use are governed by the laws of Belgium. In case of disputes arising in relation to these Terms of Use, the Courts of Brussels will have exclusive jurisdiction.

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