

Terms of Use OBP Portal

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Acceptance of these Terms of Use

By accessing and using EMVO's On-boarding Partner Portal at <https://emvo-medicines.eu/pharmaceutical-companies/obp-portal/> (the "**Portal**"), when requesting access to the Portal (allowing you to access to your private secured area and proceed with the provision of diverse information and the signing of the Participation Agreement), 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 Portal.

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 Portal. 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 Portal. You agree to be bound by any such revisions and should therefore visit this page every time you visit the Portal to determine the current terms to which you are bound. Where required by applicable law, you will be notified by email of the changes. Your continued use of the Portal after any modifications to these Terms of Use shall indicate your agreement with such modified terms.

Additional Terms

Some portions of the Portal 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 Portal, the latter will prevail regarding your use of that area of the Portal.

Company information

This Portal is operated by:

European Medicines Verification Organisation, A.S.B.L.

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1000 Brussels

Belgium

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(Hereinafter "**EMVO**")

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Privacy

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

Intellectual property rights

The information and content of this Portal, 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 Portal without the prior written consent of EMVO.

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Permitted Use

This Portal is provided solely for the use of On-Boarding Partners authorized by EMVO, and may not be used by any other person or entity, or for any other purpose. Such use must be in compliance with any and all applicable laws, rules and regulations, and must not infringe neither violate third party rights (including intellectual property rights and privacy rights).

The Portal is a user-friendly web-based portal provided to On-Boarding Partners to facilitate the On-boarding Process to the EU Hub and guide them step by step through the process. The Portal is an interactive one, directly linked to the EMVO team in order to help you to proceed successfully with the completion of the diverse requirements.

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

You may not access or use the Portal 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 Portal or any EMVO's accounts, computer systems or networks. You may not use any robot, spider, scraper or other automated means to access the Portal or any EMVO's accounts, computer systems or networks.

You may not access, download, use or export the Portal, or the content provided on the Portal, 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 Portal

EMVO uses its best efforts to maintain the information on its Portal accurate and up-to-date. The information provided on this Portal 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 Portal. EMVO may interrupt, at any time and without prior notice, the access to the Portal 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.

Password Protection

Access to, and use of, your private secured area on the Portal is restricted to authorized users only and you may not share your password(s), account information, or access to the Portal. You are responsible for maintaining the confidentiality of your password(s) and account information, and you are responsible for all activities that occur under your password(s) or account(s) or as a result of your access to the Portal.

Disclaimer of Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS PORTAL IS AT YOUR SOLE RISK AND PERIL. THIS PORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EMVO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES FOR HIDDEN OR LATENT DEFECT, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EMVO MAKES NO WARRANTY THAT (i) THE PORTAL WILL MEET YOUR REQUIREMENTS, (ii) THE PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR VIRUS-FREE (iii) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE PORTAL WILL BE ACCURATE, COMPREHENSIVE, OR RELIABLE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS PORTAL 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 IN ACCORDANCE WITH SECTION "LIMITATION OF LIABILITY" BELOW.

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 PORTAL, COMPUTER VIRUS, FAILURE OR MALFUNCTION OF YOUR SYSTEMS ARISING IN RELATION TO YOUR USE OF THE PORTAL, 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.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF EMVO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED EUR € 5,000. THIS LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME JURISDICTIONS. IN NO EVENT SHALL EMVO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE.

This limitation of liability does not limit EMVO's liability for its own intentional negligence or fraud, or any other liability which may not be excluded under applicable law.

External links and technically qualified connection providers

This Portal may contain hyperlinks to websites or information of third parties. Hyperlinks included on this Portal 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.

This Portal also contains a list of registered and sponsored connection providers. These lists are provided by EMVO for your convenience and information only. These connection providers operate independently from EMVO. The term "sponsored" means the connection provider that has been mentioned by an Onboarding Partner company ("OBP") on the Portal and the term "registered" means the connection provider that has entered into a license agreement with EMVO as well as signed a support contract with the IT provider of the EU Hub and joined their Developer Partner Program. EMVO does not give and specifically excludes and disclaims any warranty of any kind, whether express or implied, statutory or otherwise, with respect to the (registered and/or sponsored) connection providers' acts, omissions and/or performance, including (without limitation) any warranty as to the condition, quality, performance, non-infringement, merchantability or fitness for a particular purpose of any services provided by the technically qualified connection providers. The performance of these providers and their overall relationship with you are governed by the contractual agreement entered between you and them, without any involvement from EMVO. EMVO does not assume - and disclaims - any responsibility and/or liability for any acts or omissions of the (registered and/or sponsored) connection providers.

General

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Your obligations under this section and sections "Disclaimer of Warranty" and "Limitation of liability" will survive termination of these Terms of Use for a period of 5 years.

You agree to hold harmless, defend and indemnify EMVO and its directors, officers, employees, contractors, and agents from and against any and all claims, proceedings, damages, expenses, costs and losses (whether direct, indirect, economic or consequential, and including without limitation loss of profit, loss of opportunity, loss of business, loss of data and loss of goodwill, as well as third parties' claims) arising out of, in connection with or otherwise in relation to your violation of these Terms of Use.

The Portal was created and is operated under the laws of Belgium. These Terms of Use, including any contractual or non contractual (including pre-contractual) matters in connection with their conclusion, validity, interpretation, enforcement, performance and termination shall be governed by and construed in accordance with the laws of Belgium.

Any dispute between the parties arising out of or in connection with these Terms of Use, the use of the Website and/or any contractual or non-contractual (including pre-contractual) matters in connection with their conclusion, validity, interpretation, enforcement, performance and termination will be submitted to the exclusive jurisdiction of the courts of Brussels.

————— **END OF DOCUMENT** —————