

usage policy

SUBJECT OF THE USAGE POLICY

The terms and conditions contained in this Usage Policy constitute the general conditions of use and the regulations for the access and use of the e-commerce platform medmesafe (hereinafter the "e-commerce platform" or the "platform"). The platform, through which information society services are provided, is operated by PROMETUM SPAIN, S.L.U., (hereinafter "medmesafe"), tax identification number (NIF) B87614269, registered office at calle Zurbano nº 92 (6º Dcha), 28003 Madrid, Spain, and address for notification purposes at calle Zurbano nº 92 (6º Dcha), 28003 Madrid, Spain, registered in the Commercial Register of Madrid in Volume 35024, Folio 110, Section 8, Sheet M-629889, Entry 1.

The term "e-commerce platform" or "platform" includes, but is not limited to, the data, text, graphics, images, animations, musical creations, videos, sounds, drawings, photographs, industrial designs, transferable designs and others included therein, and, in general, all creations expressed by any means or manner, both tangible and intangible.

Access to the platform implies that the user acquires a series of rights and obligations with the purpose of guaranteeing proper enjoyment of the general and specific services and content found on the platform which medmesafe makes available to the user.

The term user shall be understood to mean the individual or professional who, without registering in the appropriate area, accesses and browses the platform and views the content or services offered through the platform.

The user is aware that they are solely and exclusively responsible for accessing and using the services and contents of the platform.

medmesafe hereby informs the user of the general conditions of use which are supplemented by the Privacy Policy and Cookie Policy, which the user fully and expressly accepts by the mere action of accessing the platform and/or viewing the content or using the services offered without any requirement of prior registration to the platform.

If these general conditions are replaced by others, in whole or in part, these new general conditions shall be considered accepted in an identical manner to the ones previously accepted.

In the event the user does not accept these general conditions, they must refrain from accessing the platform and/or using its services. Furthermore, the user must leave the platform.

The user must take the appropriate technical security measures to avoid unwanted

actions in their information system, files and computer equipment used to access the internet, in particular the platform. The user acknowledges that the internet is not completely secure.

PURPOSE OF THE PLATFORM

medmesafe is a platform which provides intermediation and hosting services. The platform enables individuals to contact doctors, professionals, laboratories, distributors, companies and users (hereinafter collectively referred to as "third parties" or "service providers") who provide their services through the platform, which facilitates the selection, provision and enjoyment of services offered by such service providers.

As a result, the medmesafe platform acts as an intermediation mechanism in order to facilitate the contact between individuals interested in acquiring the analysis, prescription, counselling and advisory services offered by the laboratories, distributors, companies, doctors and professionals through the platform as well as facilitate the procurement of such services by the individuals in accordance with the terms established by the third parties. The information generated by such services is stored centrally and is only accessible to the individual and the responsible professional assigned to the individual's file if it exists.

Therefore, medmesafe does not sell any type of product or service. It only provides an intermediation and hosting service which enables users registered as individuals on the platform to view, select and procure the services offered by the third-party service providers.

In general, the contents of the platform and the services offered by the third-party service providers through the platform are available in Spanish, without prejudice to the possibility that, subject to the approval of medmesafe, they can be offered in the other official languages of the Autonomous Communities, as well as in other languages spoken in the European Union.

medmesafe may unilaterally modify, without prior notice, the presentation, configuration, content and services offered by third parties through the platform, as well as their conditions of use and access to the services offered and the conditions for procuring the services.

The costs of dial-up or other type of costs incurred for the connection required to access the platform shall be borne exclusively by the user.

RIGHTS AND OBLIGATIONS OF THE USER

The user may:

- Access the contents and services of the platform free of charge and without the need for prior authorisation, without prejudice to the technical or specific conditions or the need for prior registration with regard to the specific services and content as determined in these general conditions, in the specific procurement conditions and/or any other conditions which apply.
- Use the available services and contents exclusively for private purposes.
- Use the platform correctly and lawfully, in accordance with current legislation, morals, good conduct and public order.

In no case may the user:

- Access or use the services and contents of the platform to commit unlawful actions or actions which are contrary to current legislation, morals, good conduct and public order, or for purposes which infringe on the rights and freedoms of third parties or which, in any way, could harm, damage or prevent access to such services and contents to the detriment of medmesafe or third parties.
- Use the platform fully or partially to promote, sell, contract or disseminate advertising, one's own information or information about third parties without the prior written consent of medmesafe.
- Introduce information on the platform or use the existing services on the platform in order to violate, directly or indirectly, the rights of other users of the platform or of medmesafe, in particular fundamental rights and civil liberties, or to incite or promote crime, xenophobia, terrorism or acts which are of a pornographic, obscene or violent nature, or which violate the law, morals or good conduct, or to discriminate based on age, sex, religion or belief. To this end, information includes, but is not limited to, the following: texts, graphics, images, videos, sounds, drawings, photographs, data, notes and more.
- Include hyperlinks in their private or commercial webpages to the platform without express permission from medmesafe.
- Use the services and contents offered through the platform in a manner contrary to the general conditions of use, specific procurement conditions and/or, where appropriate any others which are established, or to the detriment or impairment of the rights of the other users.
- Perform any action which prevents or hinders users from accessing the platform, as well as hyperlinks to the services and contents offered by medmesafe or other third parties through the platform.
- Use any type of computer virus, code, software, computer program, computer or telecommunications equipment which can perform unauthorised changes to or damage the contents, programs or systems which are accessible via the platform or to the information systems, files and computer equipment belonging to the users of the platform. Furthermore, the user must not use such means to gain unauthorised access to any contents and/or services offered through the platform.

- Remove or modify in any way the protection or identification systems belonging to medmesafe or other legitimate owners which may contain the contents hosted on the platform or symbols which medmesafe or legitimate third-party owners incorporate into their creations which are subject to intellectual or industrial property laws.
- Include "metatags" in websites they are responsible for or own which correspond to the trademarks, trade names or distinguishing marks owned by medmesafe or third-parties attached to platform.
- Reproduce the platform in whole or in part on another website. The user must not frame the platform or websites which are accessible via the platform in a manner which hides or changes, without limitation, the content, advertising space and trademarks of medmesafe or third parties, regardless of whether they involve acts of unfair competition or confusion.
- Create frames within a website they are responsible for or own which reproduce the main page of the platform and/or other pages which are accessible via the platform without prior permission from medmesafe.
- Include a hyperlink in a website they are responsible for or own which generates a window or session in the browsing software used by a user of the website which includes trademarks, trade names or distinguishing marks of their property and through which the main page of the platform or pages which are accessible via the platform is displayed.
- Use a trademark, commercial name or any other distinguishing mark which is subject to industrial or intellectual property rights without the express, prior written consent of the owner.
- Perform any action involving the reproduction, distribution, duplication, hire, public communication, transformation or any other similar action which involves the modification or alteration of all or part of the contents and services offered through the platform or economic exploitation of such without the prior written consent of medmesafe or the third-party owner of the intellectual or industrial property rights which apply to the services and contents offered through the platform. This shall apply except where provided in these general conditions, the specific procurement conditions and/or any others which, where appropriate, are established.

RIGHTS AND OBLIGATIONS OF medmesafe

medmesafe reserves the following rights:

To modify the conditions of access and use of the platform, technical or not, unilaterally and without the need to notify users in advance.

To establish specific conditions and, where appropriate, the requirement of prior registration or other requirements for accessing certain services and/or content.

To limit or exclude user access, or to make user access conditional, if users fail to use the site correctly in accordance with the obligations and prohibitions they assume.

To end the provision of a service or the supply of content without right to compensation if it is used unlawfully by users or in a manner contrary to the governing conditions. medmesafe is entitled to do so without prejudice to the conditions which govern the use of a specific service and/or content offered by medmesafe or third-party service providers through the platform.

To modify, delete or update all or part of the contents or services offered by medmesafe or third-party service providers through the platform without notice. medmesafe is entitled to do so without prejudice to the specific procurement conditions and/or those conditions which govern the use of a specific service and/or content offered by medmesafe or third-party service providers through the platform.

To take any legal or judicial action which is necessary for the protection of the rights of both medmesafe and third parties who provide their services and offer their content through the platform where appropriate.

To demand compensation for damages caused by the improper or unlawful use of all or part of the services offered through the platform.

COOKIES AND DATA STORAGE AND RECOVERY DEVICES IN TERMINAL EQUIPMENT

medmesafe may use cookies if a user browses the platform's sites and pages. These cookies may be used by medmesafe in accordance with the conditions and for the purposes described in their [Cookie Policy](#)

EXEMPTION AND LIMITATION OF LIABILITY OF medmesafe

medmesafe is exempt from any liability for damages or losses of any kind, including, but not limited to, in the following cases:

- Inability or difficulties in connecting to the communications network used to access the platform, regardless of the type of connection implemented by the user.
- Interruption, suspension or cancellation of access to the platform, as well as the availability and continuity of the functioning of the platform or services and/or contents of the same if this is due to (i) a disruption to the service caused by the technical maintenance of the platform, (ii) a cause beyond the scope of control of medmesafe either directly or indirectly (iii) the services offered by the third parties through the platform.

- medmesafe does not accept any liability with regard to the services and contents offered by third-party service providers, in particular providers of information society services, nor for the availability and conditions, technical or not, of accessing such services. 'Providers of information society services shall be understood to mean any natural or legal persons who provide the following services to the public: (i) transmission of data provided by the recipient of the service via a communication network (ii) services for accessing the aforementioned network (iii) data storage or data hosting services (iv) provision of contents or information (v) temporary backup service for the data requested by users (vi) provision of links to content or search tools.'
- medmesafe assumes no responsibility for damages or losses caused by, but not limited to, the information, contents and services provided, communicated, hosted, transmitted, exhibited or offered by third parties unrelated to medmesafe, including providers of information society services, through a website which can be accessed via a link on this site.
- Subsequent processing and use of personal data by third parties unrelated to medmesafe, as well as the relevance of the information requested by such third parties.
- The quality and speed of the access to the platform and the technical conditions which the user must meet to gain access to the platform and to its services and/or contents.
- medmesafe shall not be responsible for any delays or failures associated with the access and/or functioning of the services and/or contents of the platform in cases of force majeure. "Force majeure" shall be understood to mean all instances which could not have been foreseen or which were foreseen but were unavoidable and which result in the breach of obligations. This includes, but is not limited to, strikes, both by one's own workers and other workers, insurrections or revolts, as well as rules dictated by any civil or military authority, natural disasters such as earthquakes, floods, lightning or fire, wars, lockouts or any other incident of force majeure.

The user shall be personally liable for any damages or losses caused to medmesafe, directly or indirectly, resulting from any breach of the obligations which arise from the general conditions or other rules which govern the use of the platform.

INTELLECTUAL AND INDUSTRIAL PROPERTY

The user acknowledges that the contents and services offered through the platform, including, but not limited to, texts, graphics, images, animations, musical creations, videos, sounds, drawings, photographs, industrial and transferable designs, all comments, exhibitions and computer code belonging to the platform are protected by intellectual and industrial property laws. The copyrights and right to economic exploitation of this website lie with medmesafe and/or third parties.

The trademarks, trade names and distinguishing marks which appear on the website are the property of medmesafe and/or, where appropriate, third parties and are protected by current industrial property laws.

The provision of services and the publication of content via the platform does not imply under any circumstances the full or partial assignment, waiver or transfer of ownership of the corresponding intellectual and industrial property rights by medmesafe and/or its legitimate third-party owners.

Under no circumstances may the user benefit from or use the services or contents which exist on the platform for purposes which are not exclusively personal, apart from in the exceptional cases determined in these general conditions of use or in the specific conditions established by the third-party service providers on the medmesafe platform which govern the use of a specific service and/or content offered through the platform.

No part of the platform may be reproduced, distributed, transmitted, copied, communicated publicly, transformed, in whole or in part, by any electronic or mechanical manual system or method (including photocopying, recording or any information retrieval or storage system) by any means currently known or which is invented in the future, without the consent of medmesafe. Any kind of use, in whole or in part, of the content on the platform is subject to the requirement to request prior authorisation from medmesafe and/or the legitimate third-party owners and, where appropriate, the acceptance of the corresponding licence, except for the provisions on recognised rights granted to the user established in these general conditions or in the specific conditions which govern the procurement or use of a certain service and/or content offered by the third parties through the platform.

If an action, caused intentionally or due to negligence, whether directly or indirectly attributable to the user of the platform, infringes upon the intellectual and industrial property rights of medmesafe or third parties, regardless of whether there is a benefit for such, and causes damages, losses, joint and several liabilities, costs of any kind, sanctions, corrective measures, fines and other amounts arising or resulting from any claim, demand, action or lawsuit, whether civil, criminal or administrative, medmesafe shall be entitled to bring proceedings against the user by all lawful means and to claim any compensation amounts. This includes, but is not limited to, moral damages and damages to reputation, consequential damages and loss of earnings, advertising costs or costs of any other nature which might be required to remedy the situation, any amounts for penalties or convictions, interest on late payment, the cost of financing all the amounts incurred by medmesafe as a result of the damages, court costs and the amount of the defence in any process in which medmesafe could be sued for the aforementioned causes and for the damages and losses caused by their actions or omissions, without prejudice to the exercise of any other legal remedies available to them.

HYPERLINKS

medmesafe will only authorise the use of hyperlinks to the platform if the hyperlink is created in accordance with the following terms and conditions:

- The link may only allow access to the platform's homepage.
- In order to avoid confusing the users of the platform, it is prohibited to load any page belonging to the platform in a section of another website divided into frames in a manner which distorts the presentation of the platform, thus confusing internet users ("framing").
- Under no circumstances does the authorisation to insert a link imply permission to reproduce the visual and functional aspects ("look and feel") of the platform.
- Additionally, the creation of a browsing environment or navigation bar on the pages which make up the platform is explicitly prohibited without prior authorisation.
- Appearance of the link: the hyperlink may only consist of a text. A licence must first be obtained in order to use the graphics, logos, trade names and trademarks of medmesafe and/or their legitimate owners. In any case, the text must clearly express that it links to the platform. In general, the appearance, visual effect, location and characteristics of the hyperlink must demonstrate that the hyperlink leads to a medmesafe website which is independent and is not bound by a collaboration, partnership, sponsorship, employment relationship or any other type of relationship to the website which contains the hyperlink.
- Any web page which contains a hyperlink to a medmesafe website must, without exception, respect these general conditions of use as well as any other applicable conditions published on this site. Furthermore, the web page must be characterised by having trusted and lawful hyperlinks and must comply with any applicable legal provisions and requirements of morality or generally accepted good conduct.
- The web page on which the hyperlink is created shall not contain information or content which is illegal, contrary to morality, generally accepted good conduct and public order, nor shall it contain contents which infringe upon any rights of third parties.
- To create links to this site under conditions other than those described in the above section, it shall be necessary to comply with the conditions specified therein.

PROTECTION OF PERSONAL DATA

medmesafe guarantees the confidentiality of personal data provided by users and its processing in accordance with current personal data protection legislation: Spanish Organic Law 15/1999 on the Protection of Personal Data of 13 December (hereinafter 'LOPD') and Royal Decree 1720/2007 of 21 December, approving the implementing Regulation of the LOPD (hereinafter 'RDLOPD'). Personal data collected through the platform will be processed and incorporated into one or more files which are the responsibility of medmesafe and, where appropriate, third parties who provide services through the platform and who establish a legal relationship with the user. In accordance with Article 5 of the LOPD, users shall be provided with information about the scope of

the processing prior to supplying any personal data through the platform without prejudice to the user's ability to access the Privacy Policy. The aforementioned information shall allow the user to give their informed, specific and unequivocal consent so that medmesafe and the third parties who provide their services through the platform can lawfully process their personal data.

DURATION

In principle, access to the platform, as well as the content and services offered through the platform shall have an unlimited duration. However, medmesafe is entitled to terminate or suspend access to the platform as well as the content and/or services offered through the platform at any time, without the right to compensation and without prejudice to the provisions of these general conditions, the specific procurement conditions and/or any other conditions which are established, where appropriate.

FULL AGREEMENT

These general conditions contain all the conditions agreed upon by the parties in relation to the purpose of such. Any declarations, commitments or promises, verbal, written or implicit, made prior to these conditions in relation to the purpose of such shall be considered void.

The fact that medmesafe does not require at any given time the respect of any of the conditions established in these general conditions, the specific procurement conditions and/or any other conditions which may be established, where appropriate, shall not be interpreted by the user as the waiver of the requirement for their subsequent compliance.

INVALIDITY AND VOIDABILITY

In the event that a clause in these general conditions, the specific procurement conditions and/or any other conditions which may be established, where appropriate, becomes invalid or void, in whole or in part, this invalidity or voidability shall not affect the validity of the other clauses contained within these conditions. Such conditions shall remain fully effective and valid, unless the party alleging the invalidity or voidability proves that, without this invalid or void clause, the purposes pursued by the present conditions cannot be fulfilled.

LEGISLATION

These general conditions are governed by Spanish law.

JURISDICTION

The parties expressly waive any other jurisdiction which might apply to them and expressly submit to the Courts and Tribunals of the city of Madrid to resolve any dispute which may arise in the interpretation or execution of these contractual conditions.