

## Terms and Conditions goMed2Med B.V.

### 1. Applicability of Terms and Conditions

- 1.1. These terms and conditions of goMed2Med B.V. apply to the agreement between You (as defined below) and goMed2Med for the use of non-public part of the goMed2Med platform on the website <http://www.gomed2med.com> (the “**Website**”) and the provision of related services by goMed2Med B.V. to You (the “**Agreement**”).
- 1.2. Please note that you can only become a member or subscribe to the Website respectively if you are operating a business or are becoming a member on behalf of a legal entity (“**Member**” or “**You**”). Therefore, if You are not acting in your capacity of operating a business or a profession, You cannot become a member.
- 1.3. These terms and conditions of goMed2Med B.V. (the “**Terms and Conditions**”) form an integral part of the Agreement. Please read these Terms and Conditions carefully before finalising your registration to the Website. You should save and/or print a copy of these Terms and Conditions for future reference.

### 2. Information about us

We are goMed2Med B.V., a company incorporated under the laws of the Netherlands with chamber of commerce number 58495312 and with our registered office at Papendorpseweg 100, 3528 BJ Utrecht, the Netherlands (“**goMed2Med**” or “**We**”). Our VAT number is NL853064131B01.

### 3. Our Services

- 3.1. Upon subscription and subject to the provisions of the Agreement, We shall make the Website available to You. The subscription procedure to subscribe is further described on the Website.
- 3.2. Please be sure to include all requested information, otherwise You will not be able to subscribe to the Website.
- 3.3. The Website enables You to search and get in touch with possible business partners (who are also a member of the Website) across the full width of the medical supply chain.
- 3.4. We cannot give any undertaking, warranty or guarantee that the Website and (the services offered and/or provided by) the other members to the Website fulfil your needs or fulfil their obligations towards You. We disclaim and waive any and all liability in this respect.
- 3.5. We do not claim, warrant or guarantee that the Website, or any content on it, shall always be available, accurate, complete and/or uninterrupted. We will not be liable to You if for any reason the Website is unavailable, incomplete or not up-to-date at any time or for any period.

- 3.6. In no event shall goMed2Med be a party to an agreement between You and another member of the Website for the supply, transportation or any other activity within the medical supply chain.

#### **4. Types of memberships**

- 4.1. We distinguish two (2) types of memberships, namely (i) a full membership and (ii) a trial membership.
- 4.2. A member with a full membership has full access to the complete Website and functions. The full membership will be offered with a 50% discount on the annual subscription fee, as set out in clause 5 (the “**Subscription Fee**”) for 2015.
- 4.3. A member with a trial membership has limited access to the Website and its functions. Subject to clause 4.5, We will charge no Subscription Fee for a trial membership.
- 4.4. With a trial membership You can - inter alia - only access “My Profile” and “I’m looking for” web pages. You will not receive “matching information” if there is a match through “My Profile” or “I’m looking for”. You will only receive an e-mail with the overall information that due to your profile and selected interests a potential business partner could be found through the Website. To receive detailed information You will need to convert your trial membership to a full membership.
- 4.5. Please note that:
  - 4.5.1. in case of a conversion from a trial membership to a full membership, You will receive no discount on the Subscription Fee; and
  - 4.5.2. You can only subscribe for a trial membership once.

#### **5. Subscription fee**

- 5.1. You shall pay an annual Subscription Fee as notified by goMed2Med in writing, which includes electronic communication such communication via e-mail, the Website and the internet.
- 5.2. In case You are established in the Netherlands the Subscription Fee includes 21% VAT.
- 5.3. In case You are established outside the Netherlands but within the European Union and does not provide its VAT number during its subscription, goMed2Med is not able to reverse-charge VAT. In that case the Subscription Fee shall be increased with 21% VAT.
- 5.4. In case You are established outside the European Union, goMed2Med shall not charge VAT.
- 5.5. goMed2Med reserves the right to amend the Subscription Fee by giving written notice (which includes electronic communication such communication via e-mail, the Website and the internet).

## **6. User identification code and password**

- 6.1. If You choose, or You are provided with, a user identification code, password or any other piece of information as part of our security procedures, You must treat such information as confidential and shall not disclose it to any third party.
- 6.2. You are responsible for safeguarding the user identification code and password that You use to access the Website and for any activities or actions under your user identification code and/or password. We encourage You to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.
- 6.3. If You know or suspect that anyone other than You knows your user identification code or password, You must promptly notify us at [info@gomed2med.com](mailto:info@gomed2med.com) and change your password immediately.
- 6.4. We have the right to disable any user identification code or password, whether chosen by You or allocated by us, at any time, if in our reasonable opinion You have failed to comply with any of the provisions of the Agreement.

## **7. Your obligations**

- 7.1. You must provide and include true, accurate, up-to-date and reliable information, including but not limited to information on the business You operate and its activities on (your profile on) the Website.
- 7.2. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.
- 7.3. You must not misuse the Website by knowingly introducing viruses, trojan horses, worms, logic bombs or other material which is or can be malicious or technologically harmful.
- 7.4. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or other any server, computer or database connected to the Website.
- 7.5. Whenever You make use of a feature that allows You to upload content to the Website, or to make contact with other users of the Website, you shall not store, distribute or transmit any material that is or may be unlawful, harmful, threatening, obscene, infringing, harassing or racially or ethnically offensive or any other illegal activities.
- 7.6. Any content You upload to the Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but You hereby grant us a licence to use, store and copy that content and to distribute and make it available to other members.
- 7.7. You warrant that any contribution as set out in clauses 7.5 and 7.6 does comply with aforementioned standards and licence respectively. You will be liable to us and indemnify us for any breach, and any loss or damage We suffer as a result of your breach of this warranty.

## 8. Our rights

- 8.1. We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by You to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 8.2. Notwithstanding our other rights and remedies, We reserve the right to suspend or temporarily discontinue your account or access to the Website in case You act in breach of the Agreement, including but not limited to your obligations under clause 1.2, clause 7 and clause 10.2. We will not be liable to You if for that reason the Website is unavailable at any time or for any period.

## 9. Duration and termination

- 9.1. The Agreement enters into force on the date of subscription by the Member and shall continue for:
  - 9.1.1. twelve (12) months in case of a full membership ("**Initial Term Full Membership**"), after which the Agreement shall end by operation of law. Notwithstanding the before, You may renew the Agreement, for a term of twelve (12) months, in accordance with the corresponding instructions in your account. or
  - 9.1.2. three (3) months in case of trial membership, after which the Agreement shall end by operation of law.
- 9.2. goMed2Med has the right to terminate the Agreement forthwith in whole or in part:
  - 9.2.1. if any action or proceedings under any bankruptcy or insolvency law are taken by or against the Member, or if any event analogous to any of the foregoing under the law of any jurisdiction has occurred in respect of the Member.
  - 9.2.2. if the Member commits a breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five (5) days after being notified in writing (which includes electronic communications such as communication via e-mail, the Website and the internet).
- 9.3. On expiry or termination of this Agreement, for whatever reason:
  - 9.3.1. the Member's right to use the Website shall automatically and immediately cease;
  - 9.3.2. any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 9.4. Termination or expiry of this Agreement, for whatever reason, shall:
  - 9.4.1. not affect any rights and/or remedies of goMed2Med that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and

- 9.4.2. not give the Member any right or entitlement to a refund if the Subscription Fee in whole or in part.

## **10. Intellectual property rights**

- 10.1. We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 10.2. You acknowledge that all intellectual property rights in the Website belong to goMed2Med and You shall have no rights in or to the Website other than the right to use it in accordance with the Agreement.

## **11. Limitation of liability**

- 11.1. goMed2Med's total liability towards You for breach of contract, tort or otherwise shall only be for direct damages and shall not exceed the Subscription Fee paid by You in the year in which such liability arose.
- 11.2. goMed2Med's liability for indirect damages, consequential damages, loss of profits, lost savings, lost goodwill, loss caused by interruption of operations, claims of Member's contracting parties and/or loss of data, is expressly excluded.
- 11.3. Member shall indemnify goMed2Med from any and all third party's claims (including claims from other members of goMed2Med) arising out of or in connection with:
  - 11.3.1. the Member's breach of the Agreement;
  - 11.3.2. an (alleged) infringement of a third party's intellectual property right by content uploaded on the Website by the Member; and
  - 11.3.3. a claim that the Member has not performed its obligations towards another member with whom contact was made through the Website.

## **12. Changes**

- 12.1. goMed2Med expressly reserves the right to:
  - 12.1.1. amend these Terms and Conditions. We will inform you of the amendments made to the Terms and Conditions in writing (which includes electronic communications such as communication via e-mail, the Website and the internet);
  - 12.1.2. amend or update the Website from time to time, and may change its content at any time without prior notice. In this respect, please note that any of the content on the Website may be out of date at any given time, and although We strive to keep it updated, We are under no obligation to update it; and
  - 12.1.3. amend the related services and/or the structure of how We provide the Services.
- 12.2. Please check the Website from time to time to take notice of any changes we made, as they are binding on You.

### **13. Miscellaneous**

- 13.1. The Agreement constitutes the entire agreement between us and supersedes and extinguishes all previous agreements between us, whether written or oral, relating to its subject matter.
- 13.2. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.

### **14. Governing law and disputes**

- 14.1. The Agreement, including these Terms and Conditions, are governed by and construed in accordance with the laws of the Netherlands.
- 14.2. Any and all disputes arising out of or in connection with the Agreement, including the Terms and Conditions, shall be exclusively submitted to the competent court of Amsterdam, the Netherlands.