

1 Operator of Website

- 1.1 This website is operated by Arvato Systems GmbH, An der Autobahn 200, 33333 Gütersloh, Germany (“Arvato Systems”).

2 Scope of Service

- 2.1 The purpose of this website is to enable you to access information provided by National Medicines Verification Organizations (“NMVO”) and/or Arvato Systems within the context of the Delegated Regulation (EU) 2016/161 of October 2, 2015 concerning inter alia the safety features appearing on the packaging of medicinal products for human use and the operation of National Medicines Verification Systems operated by NMVOs.
- 2.2 By using this website and/or accessing the information provided via this website you agree to the present terms and conditions. In the event you do not agree to these terms and conditions, you are not allowed to use this website and the information provided thereby.

3 Access to Information

- 3.1 You may apply to get access to the information provided via this website by using the application form provided at the website. Whether or not you will get access to any information shall lie in the sole discretion of the relevant NMVOs and/or Arvato Systems.
- 3.2 Unless provided otherwise in the information itself, you shall treat all information accessed via this website as confidential and may not provide such information to third parties.
- 3.3 The use of the information provided by this website may be subject to additional terms and conditions set out in the information itself. These terms and conditions may be applied by the relevant NMVOs and/or Arvato Systems. By using the information you agree to any such additional terms and conditions. In the event that an NMVO applies additional terms and conditions, such terms and conditions shall solely apply between you and the relevant NMVO.
- 3.4 Arvato Systems does not control any information provided by an NMVO via this website. Thus Arvato Systems shall not be responsible and/or liable for any information provided by any NMVO via this website.

4 No Charges

- 4.1 The access to and usage of this website shall be provided without any charges for you.

5 Service Levels

- 5.1 This website is operated using commercial reasonable efforts.
- 5.2 Arvato Systems does not provide any service levels with regard to the availability of this website and the information contained therein.
- 5.3 Arvato Systems may temporarily cease the operation of the website at any time without prior notification to you, e.g. due to maintenance reasons. Arvato Systems shall undertake commercial reasonable efforts to make the website available as soon as reasonably possible.

6 Termination

- 6.1 The operation of this website may be terminated by Arvato Systems at any time by providing a notice via email.

- 6.2 You may terminate the usage of this website at any time by providing a notice via email to Arvato Systems.

7 Changes of these Terms and Conditions

- 7.1 The present terms and conditions may be changed by Arvato Systems at any time by providing a four weeks prior notice via email.
- 7.2 In the event that you do not agree to such changes, you may terminate the usage of this website by providing a notice via email until the end of the aforementioned four weeks period.

8 Data Privacy

- 8.1 Arvato Systems agrees to provide all services, including but not limited to the collection, use, processing, storage and maintenance of personal data, in accordance with relevant data protection legislation.
- 8.2 By applying for the access to this website and the usage of the information provided thereby you agree that Arvato Systems may forward any information (including without limitations personal data) provided by you to the relevant NMVOs (i.e. those NMVOs from which you wish to receive information from as documented by the application form provided on the website).

9 Liability of Arvato Systems

- 9.1 The following limitations shall not apply to damages resulting from injury to life, body or health, nor for any damages that Arvato Systems, a legal representative or vicarious agent of Arvato Systems caused intentionally or by gross negligence.
- 9.2 In the event of a slightly negligent breach of essential contractual obligations, leading to a material or pecuniary damage, and in cases of negligent breach of other contractual obligations, liability of Arvato Systems is limited to the typical, reasonably foreseeable damage or the typical, reasonably foreseeable expenses.
- 9.3 The liability in the cases outlined in the preceding subsection is limited during the entire term of the Agreement to 1.000 Euros.
- 9.4 Arvato Systems shall not be liable for indirect damages and consequential losses resulting from breach of duty, especially for damages resulting from business interruptions and for loss of profit.
- 9.5 The above limitations of liability shall also apply mutatis mutandis to any damage occurring as a result of an unlawful act.
- 9.6 The above limitations of liability shall apply mutatis mutandis to the personal liability of the management and employees of Arvato Systems.
- 9.7 This shall not affect the liability for guarantees assumed by Arvato Systems, nor the provisions of the German Product Liability Act.

10 Miscellaneous

- 10.1 The rights and obligations under this agreement may only be assigned to third parties with the prior consent, at least in text form according to the applicable law and shall be pursuant to the eIDAS requirements, of the other contracting party. However, Arvato Systems is entitled to assign the agreement or parts thereof to affiliated companies without your consent. You shall be informed of this. Affiliated companies are companies in which Bertelsmann SE

-
- & Co. KGaA., Gütersloh, directly or indirectly holds at least 50% of the equity capital or voting rights.
- 10.2 Only German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods dated 11.04.1980 is excluded. The legal venue for all claims arising from or in connection with this Agreement is Gütersloh.
- 10.3 This agreement is final. No collateral agreements have been made. This agreement, modifications or amendments of this agreement or the annex, and also further single contracts/ requests will be concluded at least in text form according to the applicable law. The text form shall be pursuant to the eIDAS requirements. For clarifications purpose email does not comply with such requirements. This also applies to any waiver of the written form requirement.
- 10.4 Should one or more of the provisions of this agreement be invalid or unenforceable, either in whole or in part, this shall not affect the validity of the remaining provisions. The contracting parties are, however, obliged to replace the invalid or unenforceable provision by a valid or enforceable provision that comes closest to the intended purpose of the originally agreed provision. The same shall apply if a loophole becomes evident during the performance of the agreement.