

Welcome to [www.kantarhealth.com](http://www.kantarhealth.com), the Kantar Health ("Kantar Health") website (this "Website"). If you continue to browse and use this Website you are agreeing to comply with and be bound by the following terms and conditions of use (the "Terms and Conditions"), which together with Kantar Health's privacy policy governs the relationship between you and Kantar Health in relation to, or in connection with, this Website and your use of this Website. Your use of this Website and any dispute arising out of such use is subject to the laws of England and Wales and the non-exclusive jurisdiction of the English courts.

The term "Kantar Health" or "us" or "we" or "our" refers to Kantar Health, the owner of this Website whose registered office is 11 Madison Avenue, 12th Floor, New York, NY 10010 USA. The term "you" refers to the user or viewer of this Website or to any member who has registered or enrolled as a member with Kantar Health.

The following are the applicable Terms and Conditions:

## **I. Kantar Health's services.**

1. Kantar Health offers individuals the ability to access this Website free of charge, some contents are on subscription only basis with a subscription fee.
2. Kantar Health offers registered or invited individuals ("Member") the opportunity to access proprietary information and participate in different medical related projects Market Research surveys ("Surveys"), Clinical Research and Non-Interventional Research. Clients commission us to collect research data on their behalf (both hereinafter referred to as "Commissioner").

## **II. Member's obligations**

1. By registering as a Member, each Member agrees not to provide false or misleading personal information, and, in particular, agrees not to register under a false identity. If you provide any information that is untrue, inaccurate, not current or incomplete, Kantar Health shall have the right to terminate your membership and may refuse any and

all current or future access to, or use of this Website, including the immediate forfeiture of any accumulated rewards or prizes, if any.

2. In order to access the Member portion of this Website, you will be required to set up a user name and password. You are responsible for the confidentiality and security of your user name and password. You agree to inform Kantar Health immediately in case of any unauthorized use of your user name or password.
3. By registering as a Member of this Website you are agreeing that Kantar Health may verify your registration information with a professional or similar credentialing agency or investigative service. Kantar Health will use the results of such verification only for the purposes of accuracy and completeness of the information that you provide. We will not disclose those results to any third party unless compelled by law or if we have a reason to believe that a Member has engaged in fraud in connection with his or her registration in the panel. If we discover that a Member has engaged in fraud while participating in Surveys, we reserve the right to disclose the fraud to the appropriate legal authorities.
4. By registering as a Member, each Member confirms that they will not be violating any employment regulations from your employer.
5. You agree to the following:
  - Not to encourage or allow other unregistered individuals to participate in a Survey or Surveys using your access. Doing so will be considered falsification and Kantar Health shall have the right to terminate your membership and may refuse any and all current or future access to, or use of this Website, including the immediate forfeiture of any accumulated rewards or prizes, if any.
  - Not to use machines, algorithms or other automatic functions to generate contents or accesses to web pages.
  - Not to generate accesses to web pages in which a person or a group of people are requested to read material (chain letters, e-mails, etc.) that has the primary purpose of generating profit.
  - Not to use and access this Website for commercial purposes.
  - Not to take any action to manipulate the results of any panel, poll, or survey on or in connection with this Website.
  - Not to take any action to interfere with this Website or any other Members use of, and/or access to, this Website.

- Not to frame portions of this Website in another website; not to alter the appearance of this Website; and not to establish links from any other website to any webpage on this Website, without the prior express written consent of Kantar Health.

### III. Accountability for contents

1. Kantar Health expressly disclaims any and all responsibility, liability and accountability for any content or other material posted on this Website by any Member(s). You acknowledge and agree that you are solely liable, responsible, and accountable for any content or other material or information posted, published, entered, submitted, uploaded and/ or made available by you.
2. The information contained in this Website is intended for general information purposes only. Kantar Health has made all reasonable efforts to ensure that the information on this Website is accurate at the time of inclusion; however there may be inaccuracies and occasional errors for which Kantar Health apologizes.
3. You acknowledge and agree that you are strictly prohibited from posting or transmitting any threatening, libelous, defamatory, obscene, scandalous, or inflammatory content, material or information or any other content, material or information that could violate applicable laws.
4. You acknowledge and agree that you are solely responsible, liable, and accountable for the correctness of any content material and/or information posted, published, entered, submitted, uploaded, and/or made available by you. The publication of entries written by members does not constitute an endorsement by Kantar Health of any opinion or advice responsibility, liability and/or accountability for any opinions or advice published, entered, submitted, uploaded, and/or made available by you.
5. You hereby waive, release and discharge Kantar Health from any and all claims damages, demands, liabilities, losses and/or costs and expenses, including without limitation reasonable attorney's fee and court costs, arising out of, resulting from, related to, and/or in connection with any content, material and/or information posted, published, entered, submitted, uploaded, and/or made publicly available by you. In the event of such claims, you agree to liabilities,

losses, awards, judgments and/or cost and/or expenses, including without limitation reasonable attorney's fee and/or court costs incurred by Kantar Health in defending against such claims.

6. From time to time this Website may also include or contain (i) links to other websites maintained and/or operated by third parties, and/or (ii) information about products or services offered by third parties. Kantar Health hereby disclaims any and all liability, responsibility and/or accountability for any content of, or products or service listed on, the linked website(s) to the maximum extent permitted under applicable law.
7. Kantar Health reserves the absolute right to modify or delete any content material and/or information posted, published, entered, submitted, uploaded, and/or made publicly available by any Member, on this Website.

## **IV. Participation in Surveys**

1. Members who have signed up to participate in Surveys may be sent surveys invitations by e-mail.
2. Your participation in a Survey(s) is entirely voluntary.
3. You acknowledge and agree that you have no legal right to be invited by Kantar Health to participate in Surveys. You further acknowledge and agree that Kantar Health's failure to issue an invite to you to participate in a Survey or Surveys shall not give rise to any cause of action against Kantar Health.
4. You acknowledge and agree that you will fill out and complete all Surveys accurately and that you will not give any false or inappropriate answers. In the event that you fail to comply with the foregoing, Kantar Health may elect, in its sole discretion, to terminate your membership without notice.
5. Pursuant to local regulations, Members have a duty to report all Adverse Events to the local authorities in their country. All Adverse Events mentioned by a Member ("Reporter") in a Survey will be reported by Kantar Health to the Commissioner for that Survey. In these cases, Kantar Health may contact the Reporter in order to obtain consent for the release of the Reporter's personally identifiable information to the Commissioner for that Survey for the purpose of follow-up communication pertaining to the Adverse Event(s)

mentioned. Reporters retain the right to deny such consent; however, Kantar Health will still be required to report the Adverse Event(s) to the Commissioner for that Survey without the identity of the Reporter included.

6. Cancellation of participation is possible at all times. Furthermore, cancellation takes places automatically when your membership is terminated.
7. You may opt-out from further communication or participation at any time by following the unsubscribe procedures described in any communication and/or on this Website by contacting us through the party you received invitation or via <http://www.kantarhealth.com/contact>
8. Failure to follow the procedures we have provided could delay the removal of your Personal Information. We will promptly process your request; however, there may be a gap between the time when we receive your request and the time when we are able to remove your Personal Information from all scheduled communications and lists. Therefore, you may receive emails after requesting to be removed from our lists before the request is fully processed; however, we will make every effort to act promptly.

## **V. Compensation or Reimbursement for participation in surveys**

1. In connection with offers to take or participate in surveys or other marketing research activities made by Kantar Health, Kantar Health may offer incentives or honoraria ("Compensation") as a token of to such participants. In connection with offers to take or participate in clinical research and non-interventional research activities made by Kantar Health, Kantar Health may offer "Reimbursement" for the time and effort you spend on such participants. All Compensation or Reimbursement is offered at the sole discretion of Kantar Health and Kantar Health hereby reserves the right to terminate its incentive program; to terminate, modify or change any terms and conditions connected with its incentive program; and/or to modify, change or remove any Compensation or Reimbursement currently available or offered, with or without notice to you. In addition to the terms and conditions set forth in this Section, the offer of Compensation or

Reimbursement is subject to any additional terms and conditions contained in the applicable surveys invitation.

2. All Compensation or Reimbursement offered to you is offered subject to your strict compliance with the Terms and Conditions, including without limitations the requirement that you fully and truthfully complete any survey or surveys. The type and amount of Compensation or Reimbursement will be specified in the survey invitation e-mail. The Compensation or Reimbursement redemption options, which may be modified at any time by Kantar Health at its sole discretion, will be presented to you in the Compensation or Reimbursement section of this Website.
3. Surveys may contain filter questions to determine whether a participant belongs to the target group for a given project. The Survey will automatically end if, after these filter questions are answered, it is determined that the participant does not belong to the requested or specified target group. Similarly, the Survey may end if a quota is reached for particular target group. In each of these scenarios, a participant will only be entitled to Compensation or Reimbursement if the applicable survey invitation specifically states that Compensation or Reimbursement will be provided to participants who only complete the filter questions.
4. 100% of a survey must be completed for the Member to be entitled to Compensation or Reimbursement.
5. You may be required under the applicable laws of your country of residency, nationality and/or citizenship to pay taxes on the Compensation or Reimbursement that you receive in connection with completing Surveys. You acknowledge and agree that (i) Kantar Health will not withhold any monies or taxes based on Compensation or Reimbursement payable to you (except where required by law to do so), and (ii) you are solely and exclusively liable and responsible for the payments of all applicable taxes and compliance with all applicable tax laws.

## **VI. Confidentiality**

1. You acknowledge and agree that as a Member you may be exposed to confidential and proprietary information of Kantar Health and/or any Commissioners. All information available to you through your

membership either via subscription or not, relating to or resulting from your participation in any particular Survey or Surveys, including but not limited to the answers or information you provide pursuant to those Surveys, the number of studies in which you have participated, even the existence and subject of the Surveys, is considered confidential proprietary information belonging to Kantar Health and its Commissioners. You agree that you will hold in strict confidence and not disclose to any other parties any confidential and/or proprietary information discovered or learned in connection with any survey, project, questionnaire or other market research, clinical research and non-interventional research activity related to this Website, Kantar Health and/or any Commissioner.

2. You acknowledge and agree that any confidential and/or proprietary information revealed to you, or learned by you, in connection with any subscription, survey, project, questionnaire and/or any other research activities shall remain the sole and exclusive property of the owner of such information and you are not granted and you shall not receive any right, title, and/or interest in and/or to any of the confidential and/or proprietary information and no such right, title, or interest shall be inferred or implied.
3. Anything you are exposed to during your activities on the Website, including but not limited to the "look and feel" of the Website, should be regarded as proprietary whether or not so designated. "Look and feel" refers to design, logos, banners, navigation bars and tools, graphics, typeface, page layout, object placement and other features ordinarily considered to be part of the "look and feel" of an Internet site.

## **VII. Privacy, e-mail advertisements**

- The privacy of personal data is of utmost importance to Kantar Health. For further information please review Kantar Health's Privacy Policy.
- In order to assist its Commissioners in designing their Surveys or in selecting Members to participate, Kantar Health may disclose to those Commissioners certain profile data supplied by each Member. Profile data include, but are not limited to, items such as gender, age, degree, medical school, area of specialty, years of board certification, practice size and zip or postal code, years in practice and practice setting. This list is illustrative, not exhaustive, and the actual elements included in the profile data may change over time. However, Kantar Health will not disclose to any third party without your consent the personally identifiable information (name, address, telephone number, email address) that



you provide to us. For more information about Kantar Health's use of your personal information, please review Kantar Health's Privacy Policy.

### **VIII. Intellectual Property**

1. All pages and content of Kantar Health, the Commissioners, and their respective licensors, business partners and/or agents, contained on or within this Website, subscription section and related surveys, including without limitation text, graphics, audio, video, photographs, surveys, logos and/or any other material are the intellectual property of, or are authorized for use by Kantar Health, the Commissioners and/or their respective licensors, business partners and affiliates, including all trademarks, services marks, copyrights, patents and trade secrets contained therein.
2. You may not modify, copy, reproduce, create derivative works, republish, display, upload, post, transmit, or distribute in any way the content, materials and information made available on this Website, without the prior express written consent of Kantar Health.
3. You agree not to download, reconfigure or use Kantar Health's technology or software in anyway other than to access the content designated to you and/or participate in its Surveys. You also agree not to download, print copies or reproduce any screen or information displayed to you in the course of your access or participation, unless specifically asked to do so as part of your participation in a particular study.
4. Kantar Health shall pursue any and all remedies available at law and/or in equity to remedy, restrict, prohibit and punish any violation(s) of the foregoing.

### **IX. Indemnification**

You agree to indemnify, defend and hold harmless Kantar Health, its directors, officers, employees and/or agents from and against any and all third party claims, demands, liabilities, damages, losses and cost and/or expenses, including without limitation reasonable legal fees and court costs, arising out of, resulting from, related to, or in connection with, whether directly or indirectly, any breach or other violation by you of the Terms and Conditions and/or applicable law.

### **X. Limitations of Liability**



1. In no event shall Kantar Health be liable for any indirect, incidental, special, consequential or punitive loss or damage, or for loss of income, loss of profit, and/or loss of goodwill suffered by any Member or Members of this Website, or others under or in connection with use of this Website or as a result of Kantar Health's performance or non-performance under these terms and conditions, regardless of whether or not the possibility of any such damages was disclosed to Kantar Health or could have been reasonably foreseen by Kantar Health.
2. Kantar Health is neither responsible nor liable for, and each Member hereby waives any claim, action, or remedy for, any damages, whether direct or indirect, incidental, special or consequential or losses that result from participation in any Survey offered to Members or reliance on or use of information, products, services or merchandise listed on or provided through this website; except where liability is mandated by applicable law.

## **XI. Disclaimer**

This Website, including all content or services made available on or accessed through this Website, is provided "as is." To the fullest extent permissible by law, Kantar Health makes no representations or warranties of any kind whatsoever for the content on this Website. Further, Kantar Health hereby disclaims any expressed or implied warranties, including, without limitations, non-infringements, title merchantability or fitness for a particular purpose. Kantar Health does not warrant that the functions contained in this Website or any material or content contained therein will be uninterrupted or error free, that defects will be corrected, or that this Website or the server that makes it available will be corrected, or that this Website or the server that makes it available is free of viruses or other harmful components.

## **XII. Communications**

Any communication or material you transmit to Kantar Health by electronic mail or otherwise, including any data, questions, comments, panel responses, suggestions or the like is and will be treated as, non-confidential and non-proprietary, unless specifically indicated otherwise. Except to the extent expressly covered by our Privacy Policy, anything you transmit or post may be used by Kantar Health or its affiliates for any purpose, including but not limited to, reproduction, disclosure, transmission, publication,

broadcast and posting. Furthermore, Kantar Health is free to use any ideas, concepts, know-how or techniques contained in any communication you send to this Website without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and services using such information.

### **XIII. Cancellation**

Without limiting any other remedies available to Kantar Health, Kantar Health may, without prior notice, suspend, cancel, or terminate a Member's access and/or account in the event the Member breaches or otherwise violates these terms and conditions.

### **XIV. Changes to the General Terms and Conditions**

All information posted on this Website is subject to change without notice. In addition these Terms and Conditions may be changed at any time without prior notice. Kantar Health will make such changes by posting them at or on this Website. You should check this Website for such changes frequently. Your continued access of this Website after such changes conclusively demonstrates your acceptance of those changes.

### **XV. Legal jurisdiction and address for service**

Your use of this Website and any dispute arising out of such use of this Website is subject to the laws of England and Wales and the non-exclusive jurisdiction of the English courts.

### **XVI. General**

Headings are for reference purposes only and in no way define, limit, construe or describe the scope of extent of such section. Our failure to act with respect to a breach by you or others does not waive our rights to act with respect to subsequent or similar breaches. This document sets forth the entire understanding and agreement Kantar Health and you with respect to the subject matter contained herein.

Kantar Health reserves the right at any time and without notice to enhance, modify, alter, suspend or permanently discontinue all or any part of this Website and to restrict or prohibit access to it.

### **XVII. Severability clause**



In the event that one or more provisions of these Terms and Conditions are deemed wholly or partially invalid it shall be deemed severed from these Terms and Conditions and, the remaining provisions shall remain in full force and effect. Any provision that is invalid shall be replaced with a provision that is as similar as possible to and best meets the intended purpose of the invalid provision.

#### **XVIII. Question**

If you have questions regarding these Terms and Conditions please contact us by e-mail at [info@kantarhealth.com](mailto:info@kantarhealth.com) or by postal mail to Kantar Health, 175 Greenwich Street, 35th Floor, New York, NY 10007, USA.