### **INTRODUCTION**

This is the Privacy Statement of Clinical Data Systems as it relates to this Site. We are not responsible for the content or privacy practices of other websites. Any external links to other websites are clearly identified as such.

Clinical Data Systems is committed to maintaining the trust and confidence of our visitors to our web site. We respect the rights of users of our Site and are committed to protecting your privacy in accordance with Data Protection legislation at all times. We will not collect any personal information (also referred to as personal data) about you on this Site without your permission or otherwise in accordance with Data Protection legislation.

You are not required to provide us with any personal information (or personal data) in order to use our Site. However, where you choose to give us personal data, via online feedback forms or e-mail, then we will treat your personal information in accordance with Data Protection legislation.

By simply visiting our Site, you do not disclose, nor do we collect, personal data about you. The information collected about your visit is limited to technical data such as:

- The Internet address (or IP address) of the device you used to access this Site;
- Whether you reached the Site using a search engine or if you clicked a link on another website;
- The type of web browser you used;

The type of device you used to access the Internet.

We use this data for administrative and statistical purposes as well as to help us improve our Site. This technical data does not provide us with the personal data of visitors to our Site.

Most websites use cookies in order to improve the visitor experience by enabling that website to 'remember' you, either for the duration of your visit (using a 'session cookie') or for repeat visits (using a 'persistent cookie'). Cookies may be set by the website you are visiting ('first party cookies') or they may be set by other websites who run content on the page you are viewing ('third party cookies'). When first visiting our site, you will be provided notice that our site uses cookies before cookies are set. If you continue to use the site after fair notice is provided, we will consider this as consent, through affirmative action taken by you, to the use of cookies.

For further information on Internet browser cookies please see our relevant Cookie Declaration which appears at the bottom of the pages on this website (unless already accepted).

# 2.GIVING US YOUR PERSONAL INFORMATION

Please note that where you provide us with your personal information (e.g. name, e-mail address, work address, phone and/or other contact information), through a facility provided on this Site or directly to us by e-mail, we will:

 a)Process and administer your personal data to perform all necessary actions to give effect to your request or instruction; b)Process your personal data to tell you about our products and services. We will only do so after asking for your explicit consent, or by relying on legitimate aim (in the case of existing customers);

c)Retain a record of incoming and outgoing communications (e.g. e-mail) in compliance with the storage limitations principles of the PoPi Act. Information in the e-mails we receive and send will not be disclosed to any third party without the permission of the sender unless otherwise in accordance with the Data Protection legislation.

### 3.SECURITY OF DATA

Clinical Data Systems takes seriously its security obligations in respect of your personal data under the EU General Data Protection Regulation in order to prevent unauthorised access to, or alteration or destruction of personal data in our possession.

Clinical Data Systems trusts that you appreciate that we respect and value your right to privacy, and that our honesty and integrity shall mean that you will continue to trust us with your personal data, knowing that we will not use it for any inappropriate purpose.

## **4.TERMS AND CONDITIONS**

Access to this Site and the use of information contained on it is governed by the terms and conditions set out below. As these terms and conditions are for the protection of both you and Clinical Data Systems we advise that you please take the time to read them carefully.

By using this Site you will be deemed to have accepted these terms and conditions. Please note that this Site is owned and operated by Clinical Data Systems and that references to "we", "us" and "our" mean Clinical Data Systems.

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You warrant that you will use this Site in accordance with all the terms and conditions applying to such use and you agree to indemnity Clinical Data Systems for any liability accruing to Clinical Data Systems from your use of this Site.

The use of this Site or the distribution of information on this Site may be restricted by local law or regulation in certain jurisdictions. As such, this Site is not intended for use, nor is the information intended for distribution, in such jurisdictions. Therefore, the persons accessing this Site should inform themselves about and observe any such restrictions.

No third party is permitted to link any other website to this Site without obtaining Clinical Data Systems's prior written consent.

Please note that the sending of personal information via e-mail over the Internet may not be secure and can be intercepted by third parties or incorrectly delivered. You should not divulge confidential or personal information over the Internet unless you are using secure or encrypted communications technology.

The contents of this Site including these terms and conditions are subject to change. Should we make changes to our privacy settings or policy we will notify you in advance. We accept no responsibility or liability for keeping the information in this Site up to date or for any failure to do so.

#### 5.DISCLAIMER

The information contained in this Site is for information purposes only. Whilst every care has been taken in its preparation, we do not make any warranties or representations as to its completeness, accuracy or reliability. Although we have made all reasonable efforts to ensure that all of the information on the Site is accurate at the time of inclusion, we do not represent that this is the case and it should not be relied upon as such.

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We do not accept liability for any inaccuracies or omissions on this Site. All implied warranties are excluded to the fullest extent permissible under law.

We reserve the right to update or alter the information on this Site including these terms and conditions at any time without giving notice of the alterations. Clinical Data Systems does not give any warranty of uninterrupted use of this Site and Clinical Data Systems do not accept liability for any information posted on this Site by third parties.

You will ensure that your use of this Site complies with all applicable laws and regulations, including but not limited to those principles of law which protect against compromise of copyrights, trade secrets, proprietary information and other intellectual property rights, liable or defamation of character, invasion of privacy or tortious interference.

No data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

You agree not to post or publish any offensive, defamatory or unlawful material that could encourage or constitute a criminal offence, civil liability or violation of any law.

Clinical Data Systems reserves the right to monitor or review the contents of the Site but are not obliged to do so and assume no liability or responsibility for the contents therein.

Clinical Data Systems reserves the right to remove any materials posted to the Site at its absolute discretion.

Clinical Data Systems may disclose your identity to relevant parties to aid any investigation.

You warrant that the information you enter on this Site is accurate and you indemnify us in respect of any damage or legal costs arising out of any action taken against us in respect of the material posted by you.

## 6.GLOSSARY OF TECHNICAL TERMS USED

- <u>IP address:</u> The identifying details for your computer (or your internet company's computer), expressed in "internet protocol" code (for example 192.168.55.34). Every computer connected to the web has a unique IP address, although the address may not be the same every time a connection is made.
- <u>Personal data:</u> means information about you which can identify you and which is within the possession of Clinical Data Systems (e.g. your name and address)
- <u>Web browser:</u> The piece of software you use to read web pages. Examples include; Microsoft Internet Explorer, Google Chrome, Firefox and Safari.