

# Terms of use

(Last updated: 1 June 2022)

These terms of use (hereinafter “Terms of Use”) lay down the legally binding terms and conditions for using the services and information on this website (URL address: <https://vagirux.com/> ; hereinafter “Website”). By entering this Website you agree to be bound by the Terms of Use, which shall take effect immediately on your first visit of the Website. If you do not agree to the below terms, please do not use the Website.

The Website is maintained and operated by Chemical Works of Gedeon Richter Plc. (seat: 1103 Budapest, Gyömrői út 19-21., Hungary; Company Registration Number: Cg.01-10-040944; hereinafter “we”, “us” or “Company”).

We reserve the right to revise or amend these Terms of Use at any time by updating this posting. You can determine when the Terms of Use was last revised by referring to the “last updated” legend at the top of this Terms of Use. We recommend that you print a copy of these terms for future reference.

If there is any conflict between these Terms of Use and specific provisions appearing elsewhere on the Website, then these Terms of Use shall prevail.

## 1. RESTRICTED USE

The content of this Website and any material published on it is the Company’s or the Company’s licensors intellectual property and we only provide to you a limited non-exclusive, non-transferable, non-assignable license for the use of the content made available at this Website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must retain and make note of any comments pertaining to copyright and other intellectual rights on pages downloaded and printed from this Website. You are not permitted to use our Company’s name and trademarks without our prior approval.

You may not, either in part or in full, distribute, modify, or use the Website’s content, including the entire content, its images, audio and video materials, for public or commercial purposes without the prior written consent of the Company. You acknowledge and agree that, unless otherwise provided by law, all the content published on this Website is subject to copyright law and may not be used without the Company’s and the relevant author's permission in any way other than in compliance with the conditions described in these Terms of Use or with the provisions set forth in the text on the given Website.

The Company and other third persons will not assign and transfer to you any of the personal or proprietary interests or authorizations vested in the trademarks, patents, proprietary rights, and other intellectual property rights that are so indicated.

## 2. LIMITATIONS AND EXCLUSIONS OF LIABILITY

This Website and its services are directed to healthcare professionals residing in Hungary. We do not represent that content available on or through our Website is appropriate for use to other persons or available in other locations.

You can visit and use the Website on your own risk. The content on this Website is provided for general information only and does not constitute any medical advice or diagnosis on which you should rely. It may not be construed as counselling or a recommendation, and such information may not serve as the basis for any decision or action, including any medical information posted on the Website, which cannot replace the detailed medical advice or diagnosis tailored to each patient's needs.

The Website may contain inaccuracies and typographical errors. We reserve the right to change, correct and/or improve the current content as well as the programs and products described in the information without prior notice. We make reasonable efforts to update the information on our Website but we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.

We excludes all implied conditions, warranties, representations, or other terms which may apply to this Website or any content on it.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. To the extent permitted by applicable law, neither the Company nor other persons participating in the development and operation of this Website are liable for any fault, damage, loss of data, or any error in the content of the Website which may arise – directly, indirectly, or accidentally – in connection with establishing a connection, browsing or downloading, when visiting this Website.

We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons without giving any explanation or prior notice.

### **3. THIRD PARTY LINKS**

Where this Website contains links to other websites and resources provided by third parties, these links are provided for your general information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources.

### **4. RULES OF CONDUCT**

While using the Website you agree to comply with all applicable laws, rules and regulations. We expect users of the Website to respect the law as well as the rights and dignity of others.

You may not use our Website and the services we offer at our Website:

- in any way that breaches any applicable laws or regulations;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm or otherwise violate the legal rights or dignity of others;
- to impersonate any person or entity, including without limitation any representative of the Company;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or other promotional materials or any other form of similar solicitation; to frame or mirror any part of the Website;
- to create a database by downloading and storing Website content;

- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- to gain or grant unauthorized access - especially, but not limited to the general public or patients or other persons who must not have access according to the Terms of Use - to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

If we are made aware of any activities, information or materials posted, transmitted, or otherwise made available through or in connection with the Website that may be a violation of these Terms of Use, we have the right, but not the obligation, to remove or disable access to the respective information or materials or to terminate your use of our Website with immediate effect. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you constitutes a violation of their intellectual property rights, or of their right to privacy.

## **5. TECHNICAL RESPONSIBILITY**

We do not guarantee that our Website will be secure or free from bugs, malware or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access our Website and for the proper usage thereof. We suggest using firewall and malware protection software.

To the extent permitted by law, we are not liable and may not be held liable for any damage that your computer or any other of your property sustains when connecting to this Website or accessing, using and browsing through its content, including any adverse incident that may occur during downloading any material, data, text, image, video or audio material.

In addition, to the extent permitted by law, we are not liable for any direct or indirect damages, losses or costs that may arise from the improper operation or malfunction of the Website or from any similar causes.

## **6. DATA PROTECTION AND ACCESSIBILITY**

Our Privacy Notice and Cookie Notice set out the terms on which we process any personal data we collect from you, or that you provide to us. When accessing this Website you must agree to the terms of our Privacy Notice and Cookie Notice. The terms of the Privacy Notice and Cookie Notice are integral part of these Terms of Use.

The contents of this Website is reserved for healthcare professionals specifically. In order to visit the Website, we must verify your identity that you are authorized to access the Website . In case you decide not to provide the requested personal data, you accept that you will not be able to access this Website.

The channel of this Website reserved for registered users (healthcare professionals to whom the Website's content is dedicated) is the professional content of the Website's healthcare pages.

## **7. LINKS TO THE COMPANY'S WEBSITES, FRAMES**

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, however, with regards to the fact that the Website is

reserved for healthcare professionals, you must not link to our Website from public websites, and you cannot share the link to our Website with persons who are not authorized to access its content according to the Terms of Use. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

## **8. COMPLIANCE**

Failure to comply with these Terms of Use constitutes a material breach of the terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions

- immediate, temporary or permanent withdrawal of your right to use our Website;
- issue of a warning;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

## **9. APPLICABLE LAW**

These Terms of Use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by Hungarian laws.

We both agree to the exclusive jurisdiction of the courts of Hungary.

## **10. CONTACT US**

If you have any questions regarding the Website or these Terms of Use, please contact the Company's Legal and Global Operations Management Department (phone: + 36 1431 4700; email: [compliance@richter.hu](mailto:compliance@richter.hu)).