# CONDITIONS OF ACCESS AND USE OF THE WEBSITE WWW.ANTHOLOGYMD.COM

of the business company PHARMALINK s.r.o. Identification No./IČ/: 292 02 604 Tax Identification No./DIČ/: CZ 292 02 604 with the registered office Brno, Révová 4423/39, Postal Code 628 00 a company incorporated in the Commercial Register maintained by the Regional Court in Brno, Section C, Entry 65330

#### **I. Introductory Provisions**

- PHARMALINK s.r.o. (hereinafter referred to as "PHARMALINK") operates and administers a specialized medical portal on the website www.anthologymd.com (hereinafter referred to as the "Portal"), on which it publishes medical case studies – descriptions of the course of medically interesting diseases, intensive methods of individual case studies focusing on sorted approach (hereinafter referred to as "Case Reports"). The Portal is thematically segmented into sections according to expertise and indication of the contained Case Reports.
- 2. These conditions of access and use of the website www.anthologymd.com (hereinafter referred to as the "Conditions") regulate the rights and obligations of persons using the Portal (hereinafter referred to as the "User") upon entering the Portal, and further using of the Portal, as well as other related legal relations.
- 3. By entering the Portal, registration or login the User confirms that he has acquainted himself with the update version of the Conditions and undertakes to observe them.
- 4. PHARMALINK may one-sidedly modify or supplement the text of the conditions. PHARMALINK informs the User about any change of the Conditions on the Portal or in another appropriate manner in order that the User may familiarize himself with the updated text of the Conditions without inappropriate difficulties. The Conditions shall become effective at the moment of their publication on the Portal.

#### II. Use of the Portal

- Access and use of the Portal is enabled solely to specialized medical audience and health service professionals on the basis of the User's registration and confirmation of such registration by PHARMALINK. Specialized medical audience and health service professionals, to whom the access to the Portal and its use is enabled mean solely:
  - a) member of Medical Chamber or
  - b) member of Dental Chamber or
  - c) member of Pharmacist Chamber or
  - d) member of Chamber of Veterinary Surgeons or

e) member of academic community of a medical orientation university on the basis of a specific contract concluded for this purpose between the university and PHARMALINK.

2. PHARMALINK is not responsible for completeness, accuracy, veracity of any materials published on the Portal. PHARMALINK is not liable for any injuries occurred in connection with using the

information published on the Portal to the User and/or third parties, primarily but not exclusively to in particular but not limited to the use of the information contained in the Case Reports.

- 3. PHARMALINK does not guarantee uninterrupted access to the Portal nor defectiveness and security of the Portal. PHARMALINK is not liable for injury incurred by the User during performance of the access 1 and use of the Portal, including any injuries occurred during downloading of the data published on the Portal, injuries caused by interruption of operation, failure of the Portal, computer viruses, injury due to data loss, unauthorized access to transmissions and data of the User.
- 4. By clicking some links on the Portal there may occur leaving the Portal and redirecting to third party websites.
- 5. PHARMALINK reserves the right to restrict or terminate the User's access to the Portal at any time.
- 6. The User is liable for any and all injury occurred by unauthorized intervention of the User into the Portal or the system which performs the transmission from the Portal to third parties.

#### III. Conditions for Publication of the Case Reports Inserted by the User

- 1. A registered User is enabled to insert his own Case Report within the Portal, in order to publish it on the Portal of the specialized medical audience.
- 2. The User acknowledges that the Case Report may be published on the Portal solely in the situation where the following conditions are observed:
  - a) accuracy of all information contained in the Case Report,
  - b) relevance and content contribution of the Case Report for the specialized medical audience,
  - c) compliance of the Case Report with lege artis preventive, diagnostical or therapeutic procedure which is in accordance with the highest achieved scientific knowledge,
  - d) compliance of the Case Report with medical confidentiality,
  - e) compliance of the Case Report with other generally binding regulations, including the author's pharmacovigilance obligations including, for example, the reporting of adverse drug effects.
- 3. In case of inserting the Case Report into the Portal the User undertakes to comply with the conditions provided by Article III, paragraph 2 of the Conditions. The User shall be liable for any injury incurred by PHARMALINK and/or third parties in connection with the information contained in the Case Report inserted and published by the User.
- 4. The User acknowledges that the Case Report inserted by him is subject to approval by PHARMALINK. PHARMALINK ensures to this purpose preparation of a written binding opinion by a professional guarantor, primarily in order that the Case Report complies with the conditions for publication of the Case Report pursuant to the provisions of Article III, paragraph 2 of the Conditions.
- 5. PHARMALINK reserves the right not to publish the Case Report inserted by the User without giving any reason or remove the already published Case Report at any time.
- 6. The User is not entitled to any remuneration or payment of the costs arisen in connection with preparation of the Case Report. The entitlement pursuant to the preceding sentence shall not arise even in case of an inserted Case Report which shall not be published by PHARMALINK on the Portal for any reason.
- 7. At the moment of inserting the Case Report into the Portal the User gives PHARMALINK free, geographically and in time unlimited entitlement to use the Case Report (hereinafter referred to as the "Licence"). From the moment of inserting the Case Report into the Portal, the User is not be entitled to withdraw the Licence.

- 8. The User provides PHARMALINK the Licence for all uses of the Case Report inserted by him primarily, but not exclusively to:
  - a) publication of the Case Report on the Portal,
  - b) electronic and/or printed copying of the Case Report,
  - c) electronic and/or printed dissemination of the Case Report,
  - d) leasing of the Case Report to third persons,
  - e) lending of the Case Report to third persons.
- 9. The User agrees that PHARMALINK is entitled to use the inserted Case Report according to the preceding provisions in the original and/or processed or otherwise modified form, that it is in particular entitled to translate the Case Report and use it in accordance with the License in any other language.
- 10. The User provides PHARMALINK a non-exclusive Licence. The User is entitled to provide to third parties the Licence in the extent provided by the Conditions and has the right to use the Case Report he has himself inserted into the Portal in such extent.
- 11. The User agrees that PHARMALINK is entitled to provide a sub-licence to third parties in the extent of all or individual rights being a part of the License, even without the User's consent.
- 12. The User agrees that PHARMALINK is entitled to assign the Licence to third parties, even without the User's consent.
- 13. The User agrees that in case of publication of the Case Report inserted by him on the Portal his authorship shall be published in the Case Report, namely title, name and surname of the User or his professionally specialized position. The User may not withdraw his consent given in accordance with the preceding sentence.

## **IV. Personal and Other Data Protection**

- 1. PHARMALINK is processing personal data of Users who shall complete the registration form in order to register and login into the Portal.
- 2. Personal data security of a User who is a natural person, is ensured in compliance with applicable legislation regulating personal data protection.
- 3. The User agrees with processing of his following personal data: title, name, surname or business company and identification number of the legal entity, residence and registered office, if applicable, e-mail address, telephone number of the User, as well as other facts proving that the User is specialized medical audience within the meaning of the provisions of Article II, paragraph 1 of the Conditions (hereinafter all referred to jointly as the "Personal Data").
- 4. The User agrees with Personal Data processing by PHARMALINK, in particular for the purposes of sending information and business communications by PHARMALINK. The User further agrees to transfer his Personal Data to third parties by PHARMALINK, in particular for the purposes of sending information and commercial communications. Should the User not agree to make accessible and/or transfer the Personal Data to third parties, he is obliged to express such disagreement in writing and send it to the registered address of PHARMALINK.
- 5. The User acknowledges that he is obliged to provide his Personal Data correctly and truthfully and that he is obliged to inform PHARMALINK without undue delay about any change of his Personal Data. The User is in particular obliged to notify PHARMALINK of the fact, on the basis of which he has ceased to

be specialized medical audience within the meaning of the provisions of Article II, paragraph 1 of the Conditions.

- 6. PHARMALINK as a controller may authorize a third party to process Personal Data as a processor. An update list of Personal Data processors shall be always published on the Portal.
- 7. The Personal Data shall be processed during an indefinite period through a secured computer programe.
- 8. The User confirms that the provided Personal Data are accurate and that he was instructed that this is a voluntary disclosure of Personal Data. The User also represents that he was instructed that he may withdraw the consent to the Personal Data processing in relation to PHARMALINK by a written notice delivered to the registered address of PHARMALINK.
- 9. Should the User believe that PHARMALINK or the processor performs his Personal Data processing in conflict with protection of private and personal life of the User or unlawfully, he may ask PHARMALINK for explanation and require removal of the defective situation. In such case the User may also apply directly to the Office for Personal Data Protection.
- 10. Should the User ask for information about his Personal Data Processing, PHARMALINK shall be obliged to pass him such information. PHARMALINK shall be entitled to require for the provided information according to the preceding sentence an adequate reimbursement not exceeding the costs necessary for providing the information.
- 11. The User agrees with receiving information connected with PHARMALINK services to the User's electronic address provided during the User's registration and also agrees to receive commercial communications from PHARMALINK and third subjects to this address. The User's consent to receive commercial communications is voluntary. The User is entitled to withdraw this consent at any time by a written notice sent to the registered address of PHARMALINK.
- 12. The User accepts that PHARMALINK analyses and collects anonymized data about the User's activity on the Portal, in particular through third party services which enable to analyse behaviour of Users visiting the Portal through a computer device, mobile phones or other mobile devices. Data collected through such services do not contain any personal data or data that might identify an individual User. Should the User in spite of this fact disagree with analysing and collecting anonymized data about his behaviour on the Portal, he may oppose it at any time, in writing to the registered office of PHARMALINK. His user account shall be immediately eliminated from analysing of User behaviour.
- 13. The User accepts that PHARMALINK collects and further uses verbal assessments of the Case Reports received from Users through the Portal for presentation of PHARMALINK. In case that there is a photograph created by the User added to the User's verbal assessment, the User also grants PHARMALINK a free licence unlimited in time and geography to use the photographic work for presentation of PHARMALINK in electronic and/or printed form. In such case the User is obliged to ensure consents of all persons pictured on the provided photos with using the photographic work. PHARMALINK shall not be liable for any breach of the obligation to obtain consent from the persons pictured.

#### V. Copyright

- 1. PHARMALINK is an exclusive owner of the Portal.
- 2. The Portal is a copyright work, as well as a database within the meaning of the copyright law. PHARMALINK exercises all property rights relating to the Portal.
- 3. It is not allowed to store, modify, disseminate the content of the Portal nor exercise other property

rights thereto, unless PHARMALINK has given written consent to such conduct.

#### VI. Rights and Obligations of the User

- 1. The User declares and guarantees to PHARMALINK that:
  - a) he is fully legally competent,

b) he is a specialized medical audience according to the provisions of Article II, paragraph 1 of the Conditions,

c) all data provided by him to PHARMALINK are truthful, complete, accurate and correct,

d) before starting to use the Portal he has thoroughly familiarized himself with these Conditions, that he fully aware of these Conditions and agrees with them,

e) shall use the Portal through no more than one user account. In case of a justified suspicion that the User has created and is using more user accounts, PHARMALINK shall have the right to block and delete such accounts.

- 2. In using the Portal, the User is obliged to comply with legal regulations. He is always obliged to respect the rights of PHARMALINK and three parties, in particular in treating copyright works and other subjects of the intellectual property rights. The User shall not in particular:
- 3. use the Portal at variance with these Conditions,
- 4. commercially and non-commercially use any parts of the Portal in a manner capable to damage PHARMALINK and/or third parties,

a) gain logins and/or password of other Users, as well as collect any Personal Data about other Users,

b) misuse, block, modify or otherwise change any part of the Portal even only try to impair stability, functioning or data of the Portal,

c) use mechanisms, programme equipment or other procedures that might have negative influence upon the operation of the Portal. The Portal may be used solely in the extent which is not detrimental to the rights of other Users or PHARMALINK and which is in compliance with its purpose.

#### **VII. Final Provisions**

- 1. All legal relations established on the basis of or in connection with the Portal shall be governed by the law of the Czech Republic, regardless of from where the access to and use of the Portal was performed.
- 2. Any disputes arising on the basis of or in connection with the Portal shall be finally settled by the common court of PHARMALINK the Municipal Court in Brno (Czech Republic).
- 3. Should any provision of the Conditions be or become invalid or ineffective, such invalid provisions shall be replaced with a provision as closest as possible to the invalid provision. Invalidity or ineffectiveness of any provision shall be without prejudice to the validity and effectiveness of the remaining provisions of the Conditions.

These Conditions shall become effective on 5 March 2024.

# Principles of the company PHARMALINK s.r.o. for Personal Data Protection

### Article I

#### **Introductory Provisions**

The business company PHARMALINK s.r.o., Identification No./IČ/:29202604, with the registered office Révová 4423/39, 628 00 Brno, incorporated in the Commercial Register maintained by the Regional Courtin Brno, Section C, Entry 65330 (hereinafter also referred to as "We" or "Controller"), as a personal data controller, informs You as a user of the website <u>www.pharmalink</u>.cz or user of the website portal <u>www.anthologymd</u>.com informs about the below described collection of personal data and principles of privacy protection.

Below you will learn in particular:

- 1. What personal data of Yours we shall be processing;
- 2. For what purposes and in which way we shall be processing Your personal data;
- 3. To whom Your personal data may be passed;
- 4. For what period we shall be processing Your personal data and
- 5. What are your rights in relation to Your personal data protection.

In case you will need an explanation of any part of the text, take advise or discuss further processing of Your personal data, you may contact us at any time 6rt he e-mail address anthologymd@pharmalink.cz. These principles of personal data protection shall be applied for our other customers and suppliers who are not users of our website 6rt he website portal, but are our business partners.

#### Article II

#### **Protection of Children Personal Data**

Our website and the website portal are not determined for children under 16 years of age. We are not processing personal data of children under 16 years of age.

## Article III

#### **Extent of the Personal Data Processing**

Within the communication with our company, within the framework of the business cooperation or on the basis of a contractual relationship with our Company you may be asked for completing certain data about you and Your company. These data may mean in particular some of the following data:

- a. your name and surname,
- b. date of birth,
- c. business company,
- d. address of residence or registered office of the company,
- e. identification number of the person and tax identification number,
- f. telephone number,
- g. e-mail address,
- h. account number.

# Article IV Purpose of the Processing

We are using the data provided by you for the purpose of performance of a contract, compliance of statutory obligations or in order to contact you and provide you information you have requested. All personal data are processed legally and transparently and only appropriate, relevant and necessary data are required for the purpose of processing.

In case you have provided to us an explicit, individual and free consent to sending commercial communications, i.e. the consent to inform You about offers for cooperation, venues, publications, products or services we provide and which might in our opinion be interesting for you, we may simultaneously use Your name, surname, business company, residential address or registered office, telephone number or e-mail address in order to send You such commercial communications. However, we may do so solely in case that you have given us for this purpose Your explicitly given, individual and free consent. Our company particularly insists that you shall not be receiving any marketing communications from us without Your free consent. Providing of personal data for the purposes of performance of a contract and providing of personal data for the purposes of providing information required by You is our contractual requirement and failure to provide them may result in non-conclusion of the contract or no reply to Your inquiries.

Besides, you may refuse processing of Your personal data for the purpose of sending commercial communication to which you have given us your explicit consent at any time without harmful effects on our mutual relations. It is sufficient to send us an e-mail message with such request at anthologymd@pharmalink.cz or another address from which you have received commercial communications from us.

# Article V

#### Who Has Access to Your Personal Data

We as a controller shall be processing Your personal data. We may transmit Your personal data for the above mentioned purposes to our sub-contractors in order that they perform their processing for us. Personal data may be transmitted to:

1. our external accountant

2. processors who are providing us server, web, cloud or IT services

Personal data shall not be provided to third parties outside the EU and the EEA.

# Article VI

#### Period of the Personal Data Processing

We shall process Your personal data for the period during which we shall provide You our services or perform the mutual contract or for a period necessary for fulfilling archiving duties in compliance with applicable law.

## Article VII Use of cookies

In compliance with law, our web portal saves on Your device files generally called cookies. Cookies are small data files owing to which the visited web portal remembers your transactions and settings you have

made on them, so that you do not need to input such data repeatedly. Cookies do not present danger, they are, however, important for privacy protection. Cookies cannot be used to identify the visitors of the website or to misuse logging data.

We use cookies primarily in order to ensure functioning of our web portal www.anthologymd.com. We also use cookies of third parties in order to analyse attendance (e.g. Google Analytics). These cookies are managed by third parties and we have no access to reading and recording of such data.

Most browsers accept cookies automatically, unless the browser is set otherwise. By using our web portal you agree with saving cookies files.

You may restrict or block using of cookies in the setting of your web browser.

#### Article VIII

#### Your Rights Arising from the Personal Data Processing

In relation to the processing of Your personal data performed by us you have the following rights:

a. right of access to the personal data;

- b. right to rectification;
- c. right to erasure ("right to be forgotten");
- d. right to restriction of the personal data processing;

e. right to object to the processing; and

f. right to lodge a complaint against personal data processing.

Your rights are explained below, in order that you may form a better view about their content. You may exercise all Your rights by contacting us at the e-mail address: anthologymd@pharmalink.cz.

You may lodge a complaint with a supervisory body, which is the Office for Personal Data Protection (www.uoou.cz).

Right of access means that you may at any time ask for our confirmation, whether the personal data related to You are or are not processed and if so, for what purposes, in what extent, to whom they are made accessible, how long we will be processing them, whether you have the right to rectification, erasure, restriction of the processing or right to object, from where we have obtained the personal data and whether there is an automated decision-making involved, including potential profiling. You have also the right to receive a copy of Your personal data, the first provision being free of charge, for further provision we may require an adequate reimbursement of administrative costs.

Right to rectification means that you may ask us at any time for a rectification or completion of Your personal data, should they be inaccurate or incomplete.

Right to erasure means that we must erase Your personal data in case (i) they are no more needed for the purposes for which they were collected or otherwise processed, (ii) the processing is unlawful, (iii) you object to the processing and there are no prevailing legitimate reasons for the processing or (iv) if so imposed to us by legal duty.

Right to restriction of the processing means that until settlement of any contentious issues relating to the processing of Your personal data, we must restrict Your personal data processing, so that we may only store them and we may potentially use them due to definition, execution or defense of legal claims.

Right to object to the processing means that you may object to the processing of Your personal data processed by us for the purposes of direct marketing or due to legitimate interest. Should you object to the processing for the purposes of direct marketing, Your personal data shall not be processed for such purposes any more.

These Principles of Personal Data Protection shall be effective from 25 May 2018