

# Terms and Conditions Medians

## 1. Definitions

In these terms and conditions, the following are considered:

*Contractor:* Medians Clinical Trials B.V., established at Amsterdam, acting under the name of Medians

*Client:* The one who supplies trial advertisements to Medians for publication on the website [www.medians.nl/en](http://www.medians.nl/en)

*Patient Volunteer:* One who applies for participation in a trial

## 2. Applicability

These general terms and conditions apply to the use of the website of Medians and to all agreements that Medians makes, as well as services provided by third parties. By using the website [www.medians.nl](http://www.medians.nl), the Client, Patient Volunteer and/or any who utilises the services provided by Medians and/or has made or will make an agreement with Medians, agree to be bound to these general terms and conditions. If Client, Patient Volunteer or third party also operates terms and conditions, these will apply only when they are not infringing on the present conditions of Medians. In case of doubt or conflict, the conditions of Medians prevail.

## 3. Privacy statement

As per 25 May, 2018, the General Data Protection Regulation (GDPR) is in effect. Medians complies with this European law. How Medians handles personal data, can be found in our [privacy statement](#).

## 4. Content of the website

Medians does not guarantee that the content of this website is correct or reliable; that the website is available in every location at all times; that defects and errors relating to the website will be directly solved; or that the website is free of viruses or other harmful elements. It is not permitted for third parties to change, replace or alter the information present on the website, or add anything unless express permission has been given by Medians.

## 5. Liability

It is impossible for Medians to check the information provided by clients for correctness, completeness or quality; Medians cannot guarantee and/or accept liability for the items enumerated in 5a, b or c, this not being an exhaustive enumeration.

### a. Patient volunteers

- The quality of the studies and of the research institutes;
- The final selection of the Patient volunteers by the researcher;
- The completeness and accuracy of published advertisement text of trials;
- Not, insufficiently or wrongly supplying information regarding the trial by the researcher to the Patient volunteers;
- The risks that trials entail for the Patient Volunteers;
- Any personal damage as a consequence of participating in a trial;
- The final result and the value of the result of the trial concluded from the trial (the study) with Patient Volunteers, be it verbally communicated to the Patient Volunteers, or publicly published in writing;
- The financial settlement for participation in a trial by the Patient Volunteer.

#### **b. Clients**

- The completeness and accuracy of the information provided by the Patient Volunteer on the Medians website;
- The actual participation in the trial by the Patient Volunteer;
- The number and adequacy of Patient Volunteers who apply for a trial on the Medians website;
- The voluntary participation in a trial by Patient Volunteers;
- Not, insufficiently or wrongly supplying information by the Patient Volunteers to the researcher.

#### **c. General**

Under no circumstance is Medians responsible for damages, of any nature, including consequential damage caused by or arising from the use of the website or the trials mentioned on the website, including not being able to reach the website.

Under no circumstance is Medians liable for damages, of any nature, including consequential damage caused by participation by a Patient Volunteer in a trial mediated by Medians.

Neither will Medians be held liable for damage of any nature, including consequential damages caused by not being elected for a trial.

All risks and damages enumerated under a, b and c of paragraph 5 are borne by the Client, Patient Volunteer and/or any other third party involved.

## **6. Force majeure**

6.1 In the event of force majeure preventing reasonably expecting the Contractor to adhere to an agreement, the Contractor has the right to suspend their obligations from this agreement immediately, without being held liable to pay any amount of compensation to the Client. If the situation of force majeure persists, the agreement may be terminated after one month.

6.2 Force majeure includes but is not limited to: any circumstance for which the Contractor cannot be blamed, and/or cannot or should not reasonably be blamed on the Contractor.

## **7. Applicable law**

Dutch law is applicable to any and all agreements and other legal relations of Medians for which these terms and conditions apply. Disagreements will be settled by the legal court at Amsterdam.