

IBACON GmbH  
Marketing Department  
Arheilger Weg 17

D-64380 Rossdorf

GERMANY

## Usage Agreement for myIBACON

With myIBACON you will have access to information regarding the current status of your running studies.

As this information is confidential, the site is password protected and any data will be made visible only via strong SSL-encryption. To legitimate your access to this information, we will need a positive identification as follows:

First fill in the fields below, make a copy of your identity card or passport and send both by postal service to the above given address. Once we receive the documents, we will immediately create your account and contact you via e-mail and ground mail.

With your signature, you accept the usage policy on the second page of this document.

In case any questions arise, please feel free to contact us:

e-mail: [marketing@ibacon.com](mailto:marketing@ibacon.com)

phone: +49 6154 697 333

Company \_\_\_\_\_

Department \_\_\_\_\_

Academic Title \_\_\_\_\_

Name \_\_\_\_\_

First Name \_\_\_\_\_

Address \_\_\_\_\_

ZIP Code \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Country \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

I accept the terms of usage with my signature below.

Date and Signature \_\_\_\_\_

# Terms of Usage for myIBACON

## Acceptance of Terms

The usage of myIBACON is subject to the following terms of usage. IBACON reserves the right to change these terms of usage without notice. You may find the most current version of this document on the following location in the internet: <http://www.ibacon.com/myibacon/termsofusage.pdf>

## Description of Services

myIBACON is a service for IBACON customers primarily intended to provide status information about the customers running studies, exchange of information between IBACON and the customers and so on. The services will be extended as new ideas evolve from the experience we draw from the service operation.

## Privacy and Protection of Personal Information

IBACON needs some information to keep your account. This information will be limited to the necessary information, no other data will be collected and stored. IBACON will never share this information with third parties. IBACON is committed to protecting the security of your personal information from unauthorized access, use or disclosure. This will be achieved by storing the data only on systems with limited access.

## Users obligations

The account information which allows access to the service is intended for your eyes only. User name and password have to be kept confidential. If you find out or think that somebody got knowledge of this data, you have to inform IBACON immediately so that we can block your account and supply you with a new access code. You may not share information drawn from the services with any one else except for the extent of the intended business. When your customer relation to IBACON ends, for instance due to you changing to a new employer, or any other reason, you have to inform IBACON immediately so that IBACON can delete your account.

## Limitation of IBACON's obligations and liability

To the maximum extent permitted by applicable law, in no event will IBACON or its affiliates, suppliers or resellers be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the services or the provision of or failure to provide the services, whether arising in tort (including negligence) contract or any other legal theory, even if IBACON, its affiliates, suppliers or resellers have been advised of the possibility of such damages. In any case, IBACON's, its affiliates', suppliers' and resellers' maximum cumulative liability and your exclusive remedy for any claims arising out of or related to this agreement will be limited to the amount actually paid by you for the services (if any). Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

## Controlling laws and disputes

These Terms of Usage are governed, controlled, interpreted and defined by and under the laws of the Federal Republic of Germany, without regard to the conflicts of laws provisions thereof. Any litigation arising under these Terms of Usage will be brought in the courts of the Federal Republic of Germany. If any litigation or proceeding is brought by either party against the other in connection with these Terms of Usage, the prevailing party in such litigation or other proceeding shall be entitled to recover from the other party all costs, attorneys' fees and other expenses incurred by such prevailing party.