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## GENERAL TERMS & CONDITIONS

(UPDATED ON 2018/25/05)

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### BACKGROUND:

These general terms and conditions apply as between you, the User of Services provided therein and EPHYCIENT limited, limited company incorporated in Hong Kong, Unit 2006, 340 Queen's road central, Hong Kong, CRN HK2175222, subsidiary company of ELEVEN AM SAS, company incorporated in France, 11 place Masséna 06000 Nice, CRN 538 907 122 00021 RCS Nice, the owner(s) of the Services of the Website and the Website [www.ephycient.com](http://www.ephycient.com) . Your agreement to comply with and be bound by these terms and conditions and to grant any and all licences required is deemed to occur upon your acceptance of these terms and conditions prior to your first use of the Services.

### 1. Definitions and Interpretation

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means collectively the personal information, payment information and credentials used by Users to access the Services through the Web Site;
“Agreement”	means the binding contract that shall come into effect between the User and EPHYCIENT limited following the User’s acceptance of these terms and conditions, their order for a subscription and EPHYCIENT limited’s acceptance of that order, which shall incorporate these terms and conditions;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Website;
“Services”	means collectively the online facilities, tools, services or information that EPHYCIENT limited makes available through the Website either now or in the future;
“Subscription Fee”	means the sum of money paid by Users at monthly intervals to keep their Account active and to enable them to access the Services;
“Subscription Period”	means the period for which a subscription has been purchased. The minimum period for subscription is One month.
“User / Users”	means any third party that accesses the Website and the Services that is not employed by EPHYCIENT limited and acting in the course of their employment; and
“Website”	means the website on which these terms and conditions appear ( <a href="http://www.mypatientbase.com">www.mypatientbase.com</a> ) and any sub-domains of that website unless expressly excluded by their own terms and conditions.

“the data exporter”	means the data controller who transfers the personal data to EPHYCIENT limited
“the data importer”	means EPHYCIENT limited, as the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Articles
“the data protection officer”	is the role within EPHYCIENT limited whose responsibility is to ensure that our company is correctly protecting individuals’ personal data according to current legislation
“the subprocessor”	means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions and the terms of the Articles
“technical and organisational security measures”	means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing

1.2 Unless the context otherwise requires, each reference in these terms and conditions to:

- 2.a.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 2.a.2 a statute or a provisions of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 2.a.3 a Clause or paragraph is a reference to a Clause of these terms and conditions.

1.3 The headings used in these terms and conditions are for convenience only and shall have no effect upon the interpretation of these terms and conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

## 2. Provision of Services

1.1 EPHYCIENT limited shall use all reasonable endeavours to provide the Services on an error-free basis and without interruption.

1.2 Notwithstanding sub-Clause 2.1.1, EPHYCIENT limited does not provide any guarantee that provision of the Services shall be error-free or without

interruption and reserves the right to alter or suspend provision of the Services without prior notice to Users. By accepting these terms and conditions the User acknowledges that the Services may change in form or nature at any time.

- 1.3 Notwithstanding EPHYCIENT limited's right to perform any of the actions detailed in this Clause without prior notice, EPHYCIENT limited shall use all reasonable endeavours to provide such notice whenever possible.

### 3. Access to Services

- 1.1 The User represents and warrants that they have the authority to enter into the Agreement, to use the Services, and to perform any and all acts as may be necessary under these terms and conditions.
- 1.2 If the User is unable to comply with the requirements of sub-Clause 3.1.1 they shall be prohibited from using the Services and must not accept these terms and conditions.
- 1.3 In order to use the Services and to submit or create Content, Users are required to create an Account and to submit certain personal details. By accepting these terms and conditions the User represents and warrants that:
  - 3.a.1 any information that is submitted is accurate and truthful;
  - 3.a.2 all such information will be kept accurate and up-to-date; and
  - 3.a.3 the means by which they identify themselves does not violate any part of these terms and conditions or any applicable laws.
- 1.4 If the User has reason to believe that their Account details have been obtained by another without consent, the User should contact EPHYCIENT limited immediately to suspend their Account and cancel any unauthorised actions that may be pending. Users should be aware that actions can only be cancelled up until the point at which the Services are used for the first time through that particular Account. Please refer to Clause 4 for further details. In the event that unauthorised use is made prior to the User notifying EPHYCIENT limited of the unauthorised nature of the action, EPHYCIENT limited will suspend access to the Services pending investigation.

### 4. Subscriptions and Cancellation

- 1.1 Users are required to pay a Subscription Fee on the date that they activate their subscription. The User will be billed on activation and monthly thereafter until the User opts to cancel their subscription.
- 1.2 The first payment will be at the price advertised on the Website. EPHYCIENT limited reserves the right to change Subscription Fees from time to time and any such changes may affect the price of subsequent renewals. EPHYCIENT limited reserves the right to make any special offers to any users we alone deem appropriate. Further information on subscriptions and pricing can be accessed at [www.mypatientbase.com](http://www.mypatientbase.com) .
- 1.3 No part of the Website constitutes a contractual offer capable of acceptance. A User's order for a subscription constitutes a contractual offer that EPHYCIENT limited may, at our sole discretion, accept. EPHYCIENT limited's acceptance is indicated by us sending the User a subscription confirmation email. Only once EPHYCIENT limited has done so will there be a binding

contract between EPHYCIENT limited and the User.

- 1.4 Subscription confirmations under sub-Clause 4.1.3 will be sent to the User immediately upon the activation of the User's subscription and shall contain the following information:
  - 4.a.1 Confirmation of the subscription including full details of the main characteristics of the Services available through the subscription;
  - 4.a.2 Fully itemised pricing for the subscription including, where appropriate, taxes and any other additional charges;
  - 4.a.3 The applicable times and dates for the subscription (including the commencement date, renewal date(s) and/or expiry date);
  - 4.a.4 A confirmation of the User's express request that the Services are made available immediately and that this will constitute a waiver of the User's statutory right (where the User is a consumer based in the European Union) to cancel as set out below in sub-Clause 4.1.5;
- 1.5 Provision of the Services shall commence immediately upon the confirmation of the User's subscription. When completing the subscription process, the User shall be required to expressly acknowledge that they wish the Services to be made available immediately. The User shall also be required to acknowledge that by doing so, they will lose their statutory right (where the User is a consumer based in the European Union) to cancel their contract with EPHYCIENT limited as detailed in sub-Clause 4.1.6.
- 1.6 If the User is a consumer based in the European Union, they have a statutory right to a cancellation or "cooling-off" period with respect to the purchase of certain goods and services in distance selling transactions. This period, if applicable, begins once the contract between EPHYCIENT limited and the User is formed (as set out in sub-Clause 4.1.3) and ends at the end of 14 calendar days after that date. Under normal circumstances, EPHYCIENT limited's Services begin immediately upon confirmation of a User's subscription. As set out in sub-Clause 4.1.5, by expressly requesting this, the User waives their right to the cancellation period and may not cancel merely because they have changed their mind.
- 1.7 The User may cancel at any time after subscribing, however subject to sub-Clause 4.1.8, no refunds can be provided and the User shall continue to have access to the Services for the remainder of the then-current Subscription Period up until the expiry date of that Subscription Period whereupon access will cease unless the User chooses to pay the Subscription Fee and reactivate their subscription.
- 1.8 If a User subscribes in error, EPHYCIENT limited must be informed within 24 hours and must not attempt to access the Services during that time. If any use of the Services during this time period can be traced to the User's Account, no refund will be provided and the User shall continue to have access to the Services for the duration of the relevant Subscription Period.

## 5. Use of Services

- 1.1 The Services are for commercial use only.
- 1.2 Users are permitted to use the Services only in accordance with:
  - 2.a.1 these terms and conditions; and

- 2.a.2 any relevant law, regulation or other applicable instrument in their particular jurisdiction.
- 1.3 Subject to any express agreement to the contrary, Users may only access the Services through the normal means provided by EPHYCIENT limited. Users shall not attempt to download, convert or otherwise reverse-engineer any part of the Services.
- 1.4 The restrictions set out in sub-Clause 5.1.3 shall not apply to Content submitted or created by a particular User where that User is downloading their Content, nor to any other Content that a User may have permission to access.
- 1.5 Users may not engage in any conduct that may disrupt provision of the Services by EPHYCIENT limited.
- 1.6 Subject to any express agreement to the contrary, Users may not reproduce, copy, duplicate, trade or resell the Services.
- 1.7 Users' rights to use the Services are non-exclusive, non-transferrable and, subject to the statutory rights of consumers, fully revocable at EPHYCIENT limited's discretion.

## 6. Intellectual Property

- 1.1 Subject to the exceptions in Clause 7 of these terms and conditions, all Content included on the Website, unless submitted or created by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of EPHYCIENT limited, our affiliates or other relevant third parties. By accepting these terms and conditions the User acknowledges that such material is protected by applicable Hong Kong and International intellectual property and other laws.
- 1.2 Subject to Clause 9 Users may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by EPHYCIENT limited.

## 7. Third Party Intellectual Property

Where expressly indicated, certain Content, such as advertising material, and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 6 of these Terms and Conditions to use Content from the Web Site. The exceptions in Clause 9 continue to apply. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

## 8. User Content and Intellectual Property

- 1.1 When using the Services to create Content, Users should do so in accordance with the following rules:
  - 1.a.1 Users must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory or fraudulent;

- 1.a.2 Users must not submit Content that is intended to promote or incite violence;
  - 1.a.3 Users must not submit Content that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks;
  - 1.a.4 Users must not post links to other websites containing any of the above types of Content;
  - 1.a.5 Users must not engage in any form of commercial advertising other than connected with their business. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
  - 1.a.6 Users must not impersonate other people, particularly employees and representatives of EPHYCIENT limited or our affiliates;
  - 1.a.7 Users must not use the Services for unauthorised mass-communication such as “spam” or “junk mail”.
- 1.2 EPHYCIENT limited has the right, but not the obligation to pre or post-screen Content submitted or created by Users and may flag or filter any Content that it deems appropriate.
  - 1.3 If any Content is found to be in breach of these terms and conditions, EPHYCIENT limited reserves the right to remove it without notice and may, at its sole discretion, suspend or terminate the responsible User’s access to the Services.
  - 1.4 Users acknowledge that they may be exposed to Content that they may find offensive. If a User believes that such Content is in violation of these terms and conditions, it should be reported to EPHYCIENT limited .
  - 1.5 Users are solely responsible for any and all Content that they submit or create. EPHYCIENT limited does not endorse, support, represent or otherwise guarantee the accuracy or reliability of such Content.
  - 1.6 Subject to sub-Clause 8.1.4, Users use the Services at their own risk.
  - 1.7 By submitting or creating Content, Users warrant and represent that they are the author of such Content and / or that they have acquired all of the appropriate rights and / or permissions to use the Content in this fashion. EPHYCIENT limited accepts no responsibility or liability for any infringement of third party rights by such Content.

## 9. Links to Other Websites

This Website may provide links to other websites as part of the Services. Unless expressly stated, such websites are not under the control of EPHYCIENT limited or that of our affiliates. EPHYCIENT limited assumes no responsibility for the content of the websites and disclaims liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another website on this Website does not imply any endorsement of that website or of those in control of it.

## 10. Links to this Website

Users wishing to place a link to this Website on another website may do so only to our home page in the absence of any prior permission. Deep linking (i.e. links to

specific pages within the Website) requires the express permission of EPHYCIENT limited. To find out more Users should contact EPHYCIENT limited .

## 11. EU/EEA data exporter

1.1 The data controller located inside EE/EEA, as the “data exporter”, consent and authorize transfers or processing of personal data to EPHYCIENT limited, as the “data importer”, and / or to our approved sub-processor, outside the EEA, subject to maintain an adequate level security in accordance with article 12

## 12. Privacy and Data Protection

1.1 Use of the Website and the Services is also governed by EPHYCIENT limited’s Privacy Policy which is incorporated into these terms and conditions by this reference.

1.2 All personal information that EPHYCIENT limited may collect (including, but not limited to, Users’ names and addresses) will be collected, used and held in accordance with the provisions of the Personal Data Ordinance (Cap. 486) (Ordinance) and Users’ rights under that Ordinance.

1.3 EPHYCIENT limited may use personal information to:

3.a.1 Provide the Services to Users;

3.a.2 Process Users’ payments for the Services; and

3.a.3 Inform Users of new products and services. Users may request that EPHYCIENT limited stops sending such information at any time.

1.4 EPHYCIENT limited treats all types of data with the same special care and attention:

### a1 Your personal data:

You can access and change all your personal data. Simply log on via the secure connection using your username and password. You are responsible for keeping your password safe and confidential.

### a2 The personal data of company employees:

You, as the “data controller”, cannot set up an account for a member of your company without their informed consent. To create this account you will need to ask your colleague to provide some personal details.

Your colleague will be able to view or change the information in their account. They can access their account via a secure connection using their username and password. They are responsible for keeping their password safe and confidential. All passwords are encrypted.

### a3 The personal data of your clients:

You, as the “data controller”, must obtain the informed consent of a client before storing their data.

Your client may ask to view, change or delete the information you hold about them at any time. With the exception of any legal restrictions, you must grant their request within the statutory deadlines. EPHYCIENT limited is not responsible for any personal client data you hold on their solution.

You can create a client file for each client. This file may hold sensitive data so any

person wishing to use this data must obtain the written or verbal consent of your client. The data contained in this file is automatically encrypted by our solution and we put in place a two-stage log-on procedure (personal password+SMS or Email PIN code) to ensure that only authorised colleagues can access this information.

- 1.1 Each client company of EPHYCIENT limited has a different encryption key and a separate database.
- 1.2 None of the files you have uploaded can be accessed via a direct link.
- 1.3 You and your colleagues will have access to a secure https:// connection.
- 1.4 To ensure the integrity of your data, and to prevent accidental or unlawful destruction or accidental loss, alteration, we back-up all your information and files on a daily basis.
- 1.5 All steps are taken by our “data protection officer”, located in France, Europe, nominated by EPHYCIENT limited with the former consent of ELEVEN AM SAS, to ensure the integrity, discretion and competence of those persons who have access to the data, and to prevent any kind of unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
- 1.6 Any case of unauthorised disclosure or access will be reported to You within 48 hours by our “data protection officer”
- 1.7 We will not use your personal data, or that of your colleagues and clients, for direct marketing purposes.
- 1.8 Unless we are required to do so by law, EPHYCIENT limited will not pass on any User’s personal information to any third parties without the express consent of that User, with the exception of our hosting partner. If it is necessary to share your information with a third-party as a result of a direct request from you we will require written consent from you (the owner of the data)
- 1.9 Your data is hosted in Germany, Europe, on a dedicated server managed by our hosting partner 1&1, with 24/7 manned security, CCTV, keycard access to the facility and restrictive access to the internals of the building based on authorisation levels
- 1.10 Any printed material derived from your data for any necessary test of coherence or other kind of test, ordered by our support or development teams or others, will be securely destroyed
- 1.11 At Your request, our data controller will provide a free of charge copy of your personal data in a structured, commonly used and machine readable format.

### 13. Disclaimer of Warranties

- 1.1 EPHYCIENT limited makes no warranty or representation that the Website or the Services will meet Users’ requirements, that they will be of satisfactory quality, that they will be fit for a particular purpose, that they will not infringe the rights of third parties, that they will be compatible with all systems, or that they will be secure.
- 1.2 EPHYCIENT limited shall use all reasonable endeavours to ensure that all information provided on the Website and the Services is accurate and up to date, however EPHYCIENT limited makes no warranty or representation that



this will always be the case. EPHYCIENT limited makes no guarantee of any specific results from the use of the Website or the Services.

- 1.3 No part of the Website or the Services is intended to constitute advice and the Content of the Website and the Services should not be relied upon when making any decisions or taking any action of any kind.
- 1.4 Whilst every effort has been made to ensure that all descriptions of Services available from EPHYCIENT limited correspond to the actual services available, EPHYCIENT limited is not responsible for any variations from these descriptions.

#### 14. Availability of the Website and the Services

- 1.1 The Website and the Services are provided “as is” and on an “as available” basis. EPHYCIENT limited gives no warranty that the Website or the Services will be free of defects and / or faults. To the maximum extent permitted by law EPHYCIENT limited provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 1.2 EPHYCIENT limited accepts no liability for any disruption or non-availability of the Website or the Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

#### 15. Limitation of Liability

- 1.1 EPHYCIENT limited’s liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising out of our breach of these terms and conditions shall be limited to the value of the User’s subscription prevailing at the relevant time. For all other direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website, the Services or any information contained therein, to the maximum extent permitted by law, EPHYCIENT limited accepts no liability. Users should be aware that they use the Website, the Services and all relevant Content at their own risk.
- 1.2 Nothing in these terms and conditions excludes or restricts EPHYCIENT limited’s liability for death or personal injury resulting from any negligence or fraud on the part of EPHYCIENT limited.
- 1.3 In the event that any of these terms and conditions are found to be unlawful, invalid or otherwise unenforceable, the term in question shall be deemed severed from these terms and conditions and shall not affect the validity or enforceability of the remaining terms and conditions. This term shall only apply within jurisdictions where a particular term is illegal.

#### 16. Termination

- 1.1 The term of the Agreement shall commence upon the User’s acceptance of these terms and conditions and shall continue until terminated either by the User or by EPHYCIENT limited in accordance with this Clause 16. The

minimum term of this agreement is 1 month.

- 1.2 If EPHYCIENT limited terminates a User's Account as a result of that User's breach of these terms and conditions, the User shall not be entitled to any refund.
- 1.3 If EPHYCIENT limited terminates a User's Account for any other reason, the User will be refunded any remaining balance of the Subscription Fee. Such refunds shall be calculated based upon the Subscription Fee being divided by the number of days in the applicable Subscription Period and multiplied by the number of days remaining until the end of that Subscription Period.
- 1.4 If EPHYCIENT limited terminates a User's Account or subscription, the User shall cease to have access to the Services from the time of termination.
- 1.5 If a User terminates their Account or subscription, the User will continue to have access to the Services for the remainder of the relevant Subscription Period as per sub-Clause 4.1.7.
- 1.6 Upon cancellation or termination and the ending of the User's access to the Services, the Agreement shall also terminate.

## 17. No Waiver

In the event that either the User or EPHYCIENT limited fails to exercise any right or remedy contained in these terms and conditions, this shall not be construed as a waiver of that right or remedy.

## 18. Assignment

Users may not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of these terms and conditions or the Agreement without the prior written consent of EPHYCIENT limited, such consent not to be unreasonably withheld.

## 19. Entire Agreement

These terms and conditions embody and set forth the entire agreement and understanding between the Parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither the User nor EPHYCIENT limited shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these terms and conditions, save for any representation made fraudulently.

## 20. Communication

- 1.1 All notices / communications shall be sent to and by EPHYCIENT limited either by post to our premises (340 Queen's Road Central, Hong Kong) or by email to [contact@ephycient.com](mailto:contact@ephycient.com). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- 1.2 We may from time to time, if you opt to receive it, send you information about

Our products and/or services. If you do not wish to receive such information, please click on the 'Unsubscribe' link in any email which you receive from us.

21. Law and Jurisdiction

- 1.1 These terms and conditions, the Agreement and all other aspects of the relationship between the User and EPHYCIENT limited shall be governed by and construed in accordance with the Laws of Hong Kong.
- 1.2 Any dispute between the User and EPHYCIENT limited relating to these terms and conditions, the Agreement and all other aspects of the relationship shall fall within the exclusive jurisdiction of the courts of Hong Kong.