#### **1. ACCEPTANCE AND CHANGES TO THE TERMS AND CONDITIONS OF USE**

These Terms and Conditions of Use regulate the access and use of the Platform www.all4alzheimers.com (hereinafter referred to as "Platform"), made available by Addlife – Imagem e Comunicação, Lda. and under the responsibility of ROCHE Farmacêutica Química, Lda., with registered office at Estrada Nacional 249-1 Venteira, 2700 - 237 Amadora and with Tax ID number 500 233 810, (hereinafter referred to as "ROCHE").

Browsing this Platform implies the User's acceptance of the Terms and Conditions of Use described below. No products or services will be sold through this Platform, its purpose being to merely to made available a Webinar about Alzheimer for healthcare professionals.

The User should carefully read these Terms and Conditions of Use. If the User does not accept the Terms and Conditions of Use, the User should leave the Platform.

# **2. USE OF THE PLATFORM**

#### **2.1. OBLIGATIONS OF THE USER**

- 1 The User has complete freedom to use the Platform, if he or she complies with these Terms and Conditions of Use, particularly with regard to intellectual property rights and the protection of personal data.
- 2. Users are solely responsible for the use they make of the content of the Platform.

#### 3. The User undertakes to:

- a) Fully read and understand these Terms and Conditions of Use, including the privacy and cookie information;
- b) Not to violate these Terms and Conditions of Use;
- c) Recognize and respect the rights of third parties, including other Users, and ROCHE's rights, in particular, but not limited to, with regard to intellectual property rights and personal data protection;
- d) To assume a responsible behavior and always act in good faith, both towards ROCHE and towards the other Users;
- e) Not to make use of a false or concealed identity;
- f) Not to reproduce offensive, defamatory content or content that might violate ROCHE's or a third party's rights;
- g) Not to design and not to use any technological tools or measures, whether through computer programming or the use of pre-existing software, such as viruses, spyware, malware, rookies, trojans or ransomware intended or able to interrupt, destroy, limit the functionality or exploit any computer vulnerability of the Platform, any equipment or computer system or communications equipment;
- h) Not to access the Platform by methods other than the interface and in accordance with the instructions provided by ROCHE;
- i) Not to carry out any activities that are illegal, dangerous or against good customs through the Platform;
- j) In case any defect, bug or anomaly is detected on the Platform, to immediately communicate its existence to ROCHE and not seek to access commercial information, personal data of other users, change the characteristics of the Platform or, in any other way, exploit the defect, bug or anomaly to pursue illicit activities or violation of third parties' rights.
- 4• The User may print or request a third party to print any material which is downloadable onto your computer and contained on this Platform provided that the following conditions are met:
- a) the material is for personal, non-commercial use only;
- b) no copyright or other proprietary notices have been removed from the material;
- c) the material is not altered or edited in any way.

#### 2.2. TRANSMISSION OF INFORMATION AND MESSAGES THROUGH THE PLATFORM

- 1• Any message and/or other content that the User transmits to or through this Platform, whether by means of e-mail, file submission and/or in any other way, shall be considered non-confidential and non-reserved.
- 2• By transmitting a message to this Platform, the User automatically grants ROCHE a free, unrestricted, perpetual, irrevocable and non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform and/or display such message

separately and/or as part of other content in any form, media, or technology that is currently known or that will be developed in the future and furthermore to be able to sublicense such rights.

- 3. The User acknowledges that ROCHE is free to use any ideas, concepts, know-how or techniques contained in any message that the User transmits to this Platform for any purpose whatsoever including, but not limited to, the development, manufacture and/or marketing of products and that ROCHE shall not be required to compensate the User, nor recognize the User in return for such use.
- 4. ROCHE does not assume any liability for any action or content transmitted by or between User and/or any third party within or outside the Platform.

# **3. COPYRIGHT, TRADEMARKS AND OTHER PROPERTY RIGHTS**

- The content of this Platform, including, but not limited to, brands, drawings, logos, text, images, audio, and video materials and also the look, organization, layout of the Platform or software code, is the exclusive property of ROCHE unless otherwise stated. ROCHE is responsible for managing the Platform and may therefore, at any time, update, modify or eliminate any content, services, options or functionalities, as well as modify its presentation and configuration.
- 2. Without prejudice to the provisions of Point 2.2. of these Terms and Conditions of Use, the User is not allowed to display, reproduce, distribute, modify, transmit and/or otherwise use the material owned by ROCHE in any way whatsoever for any public and/or commercial purpose without ROCHE's prior and express written consent.
- 3. ROCHE does not pre-select or monitor the content of any messages transmitted to this Platform by third parties and is not responsible for the selection and/or monitoring of the content of such messages.
- 4. If notified, ROCHE may investigate whether any content transmitted to this Platform is in breach of the Terms and Conditions of Use and may determine, at its sole discretion, to remove such content.

# **4. EXEMPTION OF GUARANTEES**

- 1. Use of this Platform is at the User's sole risk. This Platform and its content are provided without guarantees to the User of any nature whatsoever, whether express or implied, including, but not limited to, ones related to commercialization, non-infringement of third party rights and fitness for a particular purpose, or any guarantees that access to this Platform will be uninterrupted and/or error-free or disruptive, that this Platform is secure and/or free of viruses or harm to the User from any source, or that the information contained in this Platform is complete, accurate and/or up to date.
- 2. ROCHE reserves the right to restrict and/or prevent the User's access to this Platform and/or any part of it at any time, with or without prior notice.

# **5. SECURITY AND LINKS TO OTHER PLATFORMS**

- 1. Despite the efforts and the technical and organizational measures implemented by ROCHE, as mentioned in Point 4.1, it is not possible to guarantee that access to this Platform will be uninterrupted and/or error-free or disturbance-free, that this Platform is secure, and/or virus-free or harmless to the User.
- 2. ROCHE may at any time and without prior notice, take the necessary measures to ensure the integrity, security, continuity, and quality of the Platform, including removal of content, access restrictions and limitations.
- 3. This Platform contains links to third party Platforms. These links are provided solely for the User's convenience. ROCHE neither endorses nor is responsible for any of these third party Platforms and shall not be liable for the content of any of them. Access by the User to any of these third party Platforms is conducted at their own risk.

# **6. PRIVACY AND DATA PROTECTION**

The processing of your personal data when you visit the Platform will be governed by our Privacy Notice, accessible here.

#### 7. LIMITATION OF LIABILITY

- 1. To the fullest extent permitted under applicable law, ROCHE including, but not limited to, all its legal guardians, auxiliary administrators, employees and/or agents, shall not be liable to the User of the Platform, for any possible damage, loss and/or injury (including, but not limited to, direct, indirect, incidental, special, consequential and punitive damages, lost profits and damages resulting from lost information and/or interruption of Platform activity) arising out of or relating to the use and/or inability to use this Platform and its content, whether based on guarantee, contract, tort or any other legal ground.
- 2. Without prejudice to the foregoing, ROCHE's liability, whether in its own capacity or for acts of its representatives or assistants, for breaching these Terms and Conditions of Use shall always depend on the existence of malicious intent or serious fault.
- 3. The User shall be exclusively and solely liable for the use it makes of the Platform and its contents, including for the content that the User transmits to the Platform, for breach by the User of any third party rights and/or for breach by the User of the Terms and Conditions of Use. The User shall compensate ROCHE for any damages, losses, costs or expenses resulting for it from its use of the Platform in violation of the law or of these Terms and Conditions of Application.

# 8. CONTACTS AND COMPLAINTS

You may contact ROCHE through the following address support@all4alzheimers.com.

#### **9. JURISDICTION**

Without prejudice to the mandatory legal rules that may be applicable, these Terms and Conditions of Use shall be governed and interpreted in accordance with Portuguese Law. The User acknowledges and accepts the jurisdiction of the Tribunal Judicial da Comarca de Lisboa, with express waiver of any other, as the court of law competent to hear any action arising from and/or related to the Terms and Conditions of Use and/or the use of this Platform.

# **10. GENERAL PROVISIONS**

- 1. If any provision of the Terms and Conditions of Use is found to be void, voidable, unenforceable, ineffective, unenforceable, or otherwise invalid by any entity with jurisdiction, including a competent court of law, the invalidity of any such provision shall not affect the validity of the remaining provisions of the Terms and Conditions of Use, which shall remain in full force and effect.
- 2. In the event of a declaration of invalidity pursuant to the above paragraph, the Terms and Conditions of Use shall, to the maximum extent permitted by law, be interpreted as to produce effects that are as similar as possible to those that were initially intended (still with the invalidated provision).

# **11. AMENDMENTS TO THE TERMS AND CONDITIONS OF USE**

If there are compelling reasons to do so, ROCHE may change these Terms and Conditions of Use at any time and without prior notice to the User. The User must consult these Terms and Conditions of Use frequently and check for compliance with them when using the Platform, confirming the date of the latest version at the end of this document. Amendments will not be applied retroactively.

The User hereby accepts that legal, technical or commercial reasons affecting ROCHE shall be considered as compelling reasons to change these Terms and Conditions of Use. Changes concerning new functionalities of a service or changes made for legal reasons shall come into force immediately. If the User does not accept the Platform's modified Terms and Conditions of Use, the User shall cease to use the Platform.

November 2022