

PROQOLID SUBSCRIPTION FORM

If you wish to subscribe to PROQOLID please complete this form and return it to us (via e-mail, mail or fax).
 Note: if you fax or e-mail us the form, please follow up by sending the full original document via regular mail.

MAIL TO: Ms. MARIE-PIERRE EMERY – ASSOCIATE DIRECTOR - MAPI RESEARCH TRUST
 27, RUE DE LA VILLETTE - 69003 LYON, FRANCE
 FAX: +33 (0) 4 72 13 66 82 / E-MAIL : PROQOLID@PROQOLID.ORG

CONTACT:

NAME:	PROFESSIONAL TITLE:	
ORGANIZATION/COMPANY:	VAT NUMBER:	
ADDRESS:		
CITY:	STATE/PROVINCE:	ZIP CODE:
COUNTRY:	E-MAIL:	
PHONE:	FAX:	

◆ **ONE-YEAR SUBSCRIPTION OPTIONS** (PLEASE TICK THE APPROPRIATE BOX):

◆ **STANDARD RATES**

NUMBER OF USERS / PASSWORDS	PHARMACEUTICAL/ COMMERCIAL COMPANY	NON-PROFIT ORGANIZATION	INDIVIDUAL ACADEMIC	STUDENT	
1	<input type="checkbox"/> 2,800 EUROS		<input type="checkbox"/> 550 EUROS	<input type="checkbox"/> 250 EUROS	
2	<input type="checkbox"/> 4,000 EUROS				
3	<input type="checkbox"/> 5,000 EUROS				
4	<input type="checkbox"/> 5,800 EUROS				
5	<input type="checkbox"/> 6,600 EUROS				

◆ **ISOQOL MEMBER RATES**

MEMBERS OF THE ISOQOL MUST DECLARE THAT THE SUBSCRIPTION IS FOR THEIR PRIVATE USE AND MAY SUBSCRIBE AT THE REDUCED RATES OF:

NUMBER OF USERS / PASSWORDS	INDIVIDUAL FROM PHARMACEUTICAL/ COMMERCIAL COMPANY <small>(20% DISCOUNT)</small>	NON-PROFIT ORGANIZATION <small>(25% DISCOUNT)</small>	INDIVIDUAL ACADEMIC <small>(25% DISCOUNT)</small>	STUDENT <small>(25% DISCOUNT)</small>
1	<input type="checkbox"/> 2,240 EUROS		<input type="checkbox"/> 412 EUROS	<input type="checkbox"/> 187 EUROS
5			<input type="checkbox"/> 1,237 EUROS	

NOTES:

- For all French clients, prices below do not include VAT.
- For Students, the ProQolid personal password will be sent once we receive a copy of the student ID card or any valid document mentioning this status by fax (+33 (0) 472 13 66 82) or e-mail (proqolid@proqolid.org).
- To conform to EU regulations: For all EU clients, please indicate the VAT number of your organization/company on the subscription form. If the VAT field is not completed, please note that an extra 19.6% (French VAT) will be invoiced. French clients do not need to complete the VAT field if they subscribe as an independent individual or students.

◆ **PAYMENT OPTIONS** (PLEASE TICK THE APPROPRIATE BOX):

- CHEQUE ENCLOSED (MADE PAYABLE TO MAPI RESEARCH TRUST AND TO SEND TO MS. MARIE-PIERRE EMERY)
 BANK TRANSFER TO: BNP, 145, COURS LAFAYETTE 69006 LYON, FRANCE (AMOUNT *IN EUROS*)
 ACCOUNT #: 00010574743/KEY RIB: 84 - BANK CODE: 30004/DESK CODE:02249
 IBAN: FR76 3000 4022 4900 0105 7474 384 - SWIFT/BIC: BNPAFRPLPD
 ONLINE PAYMENT (AVAILABLE AT <http://store.mapigroup.com/>)

◆ **TERMS AND CONDITIONS**

I acknowledge being notified of the ProQolid terms and conditions on the following page and commit to respecting these terms and conditions.

Signed and dated for:

Organization: _____

Date: _____

Name: _____

Signature: _____

◆ **PROQOLID PASSWORDS**

Please list the five persons you wish to have access to PROQOLID.org for this subscription. Please note that all five users must be part of the same organization/company and in the same country.

PASSWORDS	CONTACT INFORMATION	
PASSWORD 1	NAME : ADDRESS :	TITLE : E-MAIL :
PASSWORD 2	NAME : ADDRESS :	TITLE : E-MAIL :
PASSWORD 3	NAME : ADDRESS :	TITLE : E-MAIL :
PASSWORD 4	NAME : ADDRESS :	TITLE : E-MAIL :
PASSWORD 5	NAME : ADDRESS :	TITLE : E-MAIL :

PROQOLID TERMS & CONDITIONS

This website is owned and operated by Mapi Research Trust (MRT), whose business address is 27 rue de la Villette, 69003 Lyon, France, registered in Carpentras, France, under number 453 979 346 00013. For any information, please contact trust@mapi.fr.

Warning : By accessing or using the PROQOLID site, the user agrees to be bound by the terms and conditions below ("Terms and Conditions"). MRT reserves the right to change, modify, add or remove portions of these Terms and Conditions in its sole discretion at any time and without prior notice. User must check this page periodically for any modifications at www.proqolid.org. User's continued use of this site following the posting of any changes will mean that user has accepted the changes. These Terms and Conditions shall overrule any other Terms and Conditions from the User.

1. SCOPE OF SERVICES

1.1 **Scope.** MRT is a non-profit organization promoting Patient-Reported Outcomes (PRO). By developing the PROQOLID database, MRT aims to construct a tool that will improve the knowledge and thereby the relevant use of PRO instruments as well as enlarge access to PRO resources for all those involved in this field. For this reason, a significant part of PROQOLID has been made accessible to all users free of charge. Financial participation in the form of yearly subscriptions is required in order to access PROQOLID's advanced level.

1.2 **Conduct of Services.** As a provider of information, MRT reserves the right to add or withdraw information and modify or otherwise change the service (including features) as necessary. MRT will exert its best efforts and professional expertise to ensure that the services will be conducted pursuant to provision 1.1.

1.3 **Links to Other Sites.** The PROQOLID site may contain hyperlinks to other sites or resources that are provided solely for the user's convenience. MRT is not responsible for the availability of external sites or resources linked to the site, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Because MRT is not responsible for the availability or accuracy of these outside resources or their contents, the user should review the terms and conditions and privacy policies of these linked sites, as their policies may differ from MRT's.

2. PAYMENT

2.1 **Free access.** A first level of information is accessible free of charge. User of this free level is nevertheless bound by all obligations described in these Terms and Conditions.

2.2 **Advanced access.** Yearly subscriptions to the advanced level are proposed to individuals, universities, libraries, hospitals, associations, institutions, non-profit organizations, as well as to pharmaceutical and profit-making companies. Subscriptions give full access to PROQOLID for one year. Details of implementation and prices are given into the PROQOLID Subscription Form and upon request to MRT. MRT reserves the right to modify the subscription rates at any time. Changes in subscription rates will apply to existing accounts at the time of their renewal. The rates posted at the ProQolid website (www.proqolid.org) the day of the subscription will be the only rates applicable to the subscriber for a one-year subscription. Rates are fixed in euros, therefore rates mentioned in U.S. dollars on the ProQolid website are indicative and may vary due to exchange rate fluctuation.

2.3 For all EU clients, please indicate the VAT number of your organization/company on the subscription form. If the VAT field is not completed, please note that an extra 19.6% (French VAT) will be invoiced.

2.4 For all French clients, rates do not include VAT. French clients do not need to complete the VAT field if they subscribe as an independent individual or students.

2.5 **Invoices and payments.** MRT will send invoices to the user setting out in detail the services provided and the amounts due. All payments for invoices will be due within net thirty (30) days of invoice date.

3. CONFIDENTIALITY

3.1 **Confidentiality.** The user agrees that, site layout, design, images, programs, text and other information as well as passwords given by MRT to enable access to the advanced level are and will be considered to be confidential information.

The user agrees that it will not disclose to any third party, or use for any purpose other than as contemplated by these Terms and Conditions, any of the confidential information until such time as the information becomes part of the public domain as a result of an action or disclosure which is authorized by MRT and is not the result of any unauthorized disclosure by the user.

Except for any disclosures as are required by law, regulation, or court order, the user and MRT agree to keep the terms of this Agreement confidential. The obligations of this paragraph shall survive expiration or termination of this Agreement.

4. USE

4.1 **Use.** The user may not use any data or documentation received from MRT except as expressly provided in these Terms and Conditions. The user may not copy, display, distribute, modify, publish, reproduce, store, transmit, create derivative works from, or sell or license all or any part of the content, products or services obtained from the services in any medium to anyone, except as otherwise expressly described in these Terms and Conditions.

4.2 The user agrees, for itself and for any party acting by or through the user (i) to allow its password(s) and any documentation, or data received from MRT, to be used only by the user's employees which are referred to as the "Authorized Users"; (ii) not to transfer, by any means whatsoever, any data or documentation received from the PROQOLID database (or copies thereof), to any person, organization or institution outside the "Authorized Users" and to prohibit any "Authorized User" from doing so; (iii) not to sell, exchange, barter, or transfer, rent, lease, loan, resell for profit, distribute or in any other manner commercially exploit any data or documentation received from MRT; or obscure copyright notices contained on data or documentation received from MRT.

4.3 In the event of loss or theft of a password, it is the user's responsibility to notify MRT immediately, in writing and the user shall be relieved of liability for charges incurred on such password subsequent to MRT's receipt of such notice. MRT reserves the right to change any password at any time as it deems necessary.

5. WARRANTY AND LIABILITY

5.1 User assumes all risks related to the use of any information provided in PROQOLID. Data available on all instruments were validated by the author(s) of the respective instruments prior to their insertion in the database PROQOLID and MRT provides the data "as is".

MRT and the authors who have provided information disclaim any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event shall MRT nor the authors (providers of information) be liable for any indirect, special, incidental, or consequential damages arising out of any use of reliance of any information contained herein. MRT nor the authors (providers of information) assume any responsibility for failure or delay in updating or removing the information contained herein.

5.2 MRT does not make any warranty whatsoever, including without limitation, that the operation of the site will be uninterrupted or error-free; that defects will be corrected; that this site, including the server that makes it available, is free of viruses or other harmful components.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All trademarks and copies of original documents appearing on the services are the property of their respective owners as stipulated by the related copyright notices and are protected by copyright and other intellectual property laws.

6.2 All other content in the services, including site layout, design, images, programs, text and other information (collectively, the "Content") is the property of MRT and its affiliated companies or licensors and is protected by copyright and other intellectual property laws.

6.3 The user may not engage in systematic retrieval of content from the service to create or compile, directly or indirectly, a collection, compilation, database or directory without prior written permission from MRT.

6.4 Any ideas, concepts or materials submitted to MRT by the user regarding the service become MRT's property to exploit or to not exploit as MRT solely deems appropriate without necessity for remuneration or attribution to the user.

7. TERM AND TERMINATION

7.1 **Term and Termination.** The term of these Terms and Conditions shall begin on the date of the user's acceptance of said Terms and Conditions. The service may be terminated by MRT at any time in the exercise of its sole discretion in the event of a breach by the user such as use of the services in a manner which is not permitted by these Terms and Conditions or default of payment of the invoices for access to the advanced level.

8. MISCELLANEOUS

8.1 **Independent Contractor.** The user's status hereunder is that of an independent contractor and not as an employee or agent of MRT, and the user has no authority to bind or act on behalf of MRT.

8.2 **Publicity.** Neither party shall use the name of the other for any promotional purposes without the prior written consent of the party whose name is to be used, nor shall either party disclose the existence or contents of this Agreement.

8.3 **Personal Data Protection Law.** Some information about the user is registered in an internal Mapi Group database (information about the user as a company and information about the user's contact people). This information enables the MAPI Group staff members to contact the user in the context of a project or for other business activities. As required by the French personal data protection Law N° 78-17 of 6 January 1978 modified, this database was declared to the French commission (CNIL) and registered by this commission; MAPI Group staff members who use this information are required to apply the law; the user as a company and/or the user's contact people have a right of accession, correction of the data registered about them. They can also object to the processing of these data on legitimate grounds (articles 38, 39 and 40 of the above-mentioned Law). To this end, please contact Mapi Research Trust, 27 rue de la Villette, 69003 Lyon, France.

8.4 **Force Majeure.** MRT shall not be liable or deemed to be in default for any delays or failure in performance or interruption of the services resulting directly or indirectly from any cause or circumstance beyond their reasonable control.

8.5 **Survival.** Notwithstanding expiration or termination of these Terms and Conditions for any reason, rights and obligations, which by their nature should survive, will remain in full force and effect. In particular (and not by way of limitation), the provisions related to obligations of confidentiality, use, intellectual property rights will survive expiration or termination of these Terms and Conditions.

8.6 **Severability.** If any of the provisions or a portion of any provision of these Terms and Conditions is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions will not be affected.

8.7 **Indemnification.** User hereby agrees to indemnify, defend and hold MRT, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents and licensors harmless from and against any and all liability, losses, damages and costs, including, without limitation, reasonable attorneys' fees, arising from the user's use of the services.

8.8 **Governing Law and Venue.** These terms and conditions shall be governed by and construed in accordance with the laws of France, without regard to its conflicts of law principles. User hereby submit to and agree that the sole jurisdiction and venue for any actions that may arise under or in relation to the subject matter hereof shall be the courts located in Lyon, France.