

Terms of use

Version November 2020

Our services "Magana Trial Manager", "Magana Contact Tracker", "Magana Patient Zero" and/or other digital services are provided to you by MaganaMed GmbH, Regensburg. The access and use of our services depends on the agreement you enter into with us. Unless otherwise agreed, our services are provided on the basis of this agreement.

This agreement applies regardless of the way our services are provided to you. Please read this statement of terms of use carefully. It is intended to serve the purpose of mutual understanding and mutual protection of interests. Any violation of these terms and conditions may result in temporary or permanent suspension of your account.

1. Registration

In order to use our services, you must register on our platform (<https://maganatrial.com>) by creating your own account. To register, we need your first and last name, a valid e-mail address and a password of your choice. The password must be chosen as securely as possible. A password is considered secure if it is at least ten characters long, consists of different characters (upper and lower case letters, special characters, numbers), does not contain a word and is not used for registrations on other websites. The password and access data should be treated by you as strictly confidential. If you lose your password, you can reset it yourself. MaganaMed GmbH has no access to your password.

Access to an account may also be made available to you by a cooperation partner (e.g. for multicenter studies). In this case it is also important that you set your own password.

You are responsible and liable for the actions taken from your account. You are obliged to inform us immediately if you know or have reason to believe that third parties have gained access to your account or your access data, without prejudice to your own obligation to take immediately effective measures yourself, such as changing the login data to your account.

2. Rights of use

To use our services, you need an internet connection and a current browser (e.g. Google Chrome, Microsoft Edge, Safari, Mozilla Firefox).

By accepting these Terms of Use, we grant you a non-exclusive, non-transferable and limited right to access and use our services as provided to you. Which services you can use and to what extent is determined by the contract you (or your contractual partner) have entered into with us.

The use of our services is at your expense and risk. You are responsible for using a safe and secure device with a secure Internet connection and an up-to-date browser.

You acknowledge and agree that our services are subject to medical research regulations.

Therefore, you acknowledge and agree that your actions will be logged in an audit trail, linked to your user name and IP address and may be viewed by MaganaMed. Such actions may include the following: logging on or off, creating forms, managing users, entering, removing or changing data, sending surveys, and changing settings.

3. Conformity

You acknowledge and agree that you are solely and fully responsible and liable for the actions taken from your account. In this regard, you hereby warrant that your actions will not violate any laws or regulations that apply to you, us, any person whose data you wish to process through our services, or any third party. Furthermore, you hereby agree not to use or introduce any harmful software, such as viruses or Trojan horses, to damage, delete or otherwise render inaccessible any systems or information of us, other customers or third parties, or to circumvent technical security measures of our systems or the systems of third parties. You further warrant that you will not use our services to send advertising or junk mail, spam, bulk email, scam email and/or phishing email. You also agree not to infringe the intellectual property rights of us or of third parties (e.g. by using standardized questionnaires without a valid license) or the right to privacy or other rights, to use our services to advertise illegal behavior or to provide information on how to engage in illegal activities, commit illegal activities or promote physical harm or injury.

Specifically, we point out that the actual or attempted reverse compilation, disassembly, reverse engineering or any other attempt to derive the source code of all or part of our software services is expressly prohibited, unless permitted by mandatory law.

In the event that one or more of the provisions of these Terms of Use is breached by you, we may (but are not obligated to), at our sole discretion, review, edit, restrict or delete any data that you have stored or processed in connection with your use of our services. In addition, in such cases we may also restrict or deny your access to our services and disclose your personal information to relevant third parties.

4. Data handling

You or your cooperation partners remain the sole owners of the data that you store and process with our services. However, you must ensure that you are legally authorized to use the data you process with our services.

You guarantee that all data that is stored or otherwise processed by you in connection with our services does not violate applicable law or the rights of third parties. Furthermore, you guarantee that you have a valid legal basis for processing the respective personal data.

You agree to test our services thoroughly before using them (validation). Only fictitious test data may be processed for validation. At no time may data be stored or otherwise processed that contain directly identifiable personal data (e.g. names, addresses, social security numbers, etc.) without ensuring that you use (additional) security measures to protect this data, e.g. pseudonymization.

You shall indemnify, defend and hold us harmless against all claims, actions, proceedings, losses, damages, expenses and costs arising out of or in connection with your breach of the foregoing representations and warranties.

5. Content

We do not review the content you upload unless you explicitly request us to do so. The content of our services does not constitute medical advice and should not be used as a basis for medical decisions.

You acknowledge and agree that we do not pre-screen your content or use of our services and that we cannot directly influence the way you use our services. Everything you do with our services and all data you process with our services is your sole responsibility.

Our services may contain information that is derived from and/or refers to third party websites, products or services (e.g. through hyperlinks, banners or buttons). Because we have no control over such third-party websites, products or services, you acknowledge and agree that we are not responsible or liable for the content of such information, websites, products or services.

6. Maintenance and Updates

We try to keep our services as available and performant as possible at all times. However, this requires maintenance work from time to time. Furthermore, changes or updates to our services may have to be made, which may result in our services not being available for a short period of time. If possible, we try to carry out all updates and maintenance work outside business hours. The downtime is usually only a few minutes. If we plan or if it is foreseeable that services will not be available for more than 30 minutes due to maintenance or updates, we will inform you at least 24 hours in advance.

We will make all economically justifiable efforts to ensure uninterrupted and always high performance availability of our systems.

If we have reasonable grounds to suspect that there is a danger to our systems, we are entitled to take all measures we deem necessary to avert the suspected danger (including shutting down all systems). MaganaMed GmbH undertakes to take suitable security measures, weighing up economic, technical and organisational factors, in order to prevent foreseeable risks or to minimise the risk.

We are entitled to change our website and our services at any time (e.g. functionalities, appearance, content).

7. Changes

We may change these Terms of Use at any time, but we will notify you of any material changes by e-mail or through our services. All changes will become effective upon 30 calendar days notice to you after we notify you of the change. If you do not wish to accept a change, you may terminate your use of our services until the date on which the amended Terms of Use become effective. Your use of our services after the effective date shall be deemed acceptance of the amended Terms of Use.

8. Final clauses

Should individual provisions of the Terms of Use be or become invalid or unenforceable, the validity of the remaining Terms of Use shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective. The above provisions shall apply accordingly in the event that these Terms of Use prove to be incomplete.