

《Viedoc 使用条款》

生效日期：2020 年 10 月 8 日。Please scroll down for English version.

与前一版本相比的变更

本《使用条款》前一版本的生效日期为 2018 年 5 月 27 日。与前一版本相比，我们进行了修改，以表明我们将公司办公室搬迁到一个新地址。我们还修改了第 5 段的最后一句话，这句话之前的表述是“作为以您的名义作出的明确保证，Viedoc 预期不会用作治疗决策支持系统”，并对第 3 段和第 6 段进行了一些非常细微的改动。最后，我们把本《使用条款》翻译成中文，并附上英文版本。

欢迎来到 Viedoc ！

感谢您使用这款包含 **Viedoc** 的服务套件。Viedoc 由上海唯到信息科技有限公司（“**我们**”或“**我们的**”）提供，公司地址为上海汉口路 266 号申大厦 12 楼。我们的电子邮件地址是 info@viedoc.cn。

本《使用条款》构成您（“**您**”或“**您的**”）和我们之间的法定协议。您对 Viedoc 的访问和使用受本《使用条款》的约束和管辖。请务必仔细阅读并理解本《使用条款》中规定的所有权利和限制。登录后，您可以下载 Viedoc 页脚中本《使用条款》的可打印 PDF 版本，以供参考。接受本《使用条款》和访问 Viedoc，即表示您确认同意并接受本《使用条款》。

Viedoc 只能由我们、我们的其中一个被许可人（“**研究许可证持有人**”）或其授权代表通过发出邀请的方式提供。

如果您对本《使用条款》有任何疑问，请通过上述联系方式与我们联系。

1. 注册和帐户

使用 Viedoc 需要注册一个用户帐户。在此之前，我们将通过电子邮件向您发送邀请。如果您收到一个意外的邀请或怀疑有错误的邀请，则不得继续利用该邀请来注册帐户。

帐户是您个人的帐户，不可转让。禁止向其他方提供您帐户的访问权限。密码和访问代码应该保密。我们对因他人使用您的帐户而造成的任何损失均不承担责任，无论您是否知情。

作为 Viedoc 的账户持有人，您可以随时访问由我们或研究许可证持有人授予的 Viedoc 中的不同资源和功能。如果您怀疑我们向您授予了不正确的访问权限，或者您不应该再获得先前授予您的访问权限，则您不得使用该访问权限，并且应通知我们或研究许可证持有人。

如果您未能遵守本《使用条款》，则根据本《使用条款》授予给您的访问和使用权限将立即终止。对于我们认为违反任何适用法律或可能以其他方式损害 Viedoc 任何一方利益的任何行为或情况，我们有权但无义务终止或暂停您对 Viedoc 的访问，恕不另行通知。

2. 第三方访问

除非我们或研究许可证持有人明确授权您邀请其他人访问 Viedoc，否则您不得向任何第三方提供访问 Viedoc 的权限。如果您被授予邀请其他人访问 Viedoc 的权限，您应全权负责对您邀请的第三方的身份进行验证。任何此类第三方均应受本《使用条款》所列条款和条件的约束。

3. 使用 Viedoc 的权利和限制条件

根据本《使用条款》，我们授予您非独占、个人、可撤销和不可转让的权利，以访问和使用 Viedoc 用于邀请的特定目的或随时间推移而授予的额外访问权限。除本《使用条款》中所述外，我们未授予您任何有关访问或使用 Viedoc 的其他权利或许可。

您同意不会：(a)对 Viedoc 进行反编译、反汇编或逆向工程；(b)复制、分发、出售、租赁、再许可或转让 Viedoc；或(c)更改、修改或创建基于 Viedoc 的衍生作品。

此外，您同意您不得(i)隐瞒通过 Viedoc 传输的信息的来源；(ii)向 Viedoc 提交虚假或误导性信息；(iii)以未经我们或研究许可证持有人明示许可的方式，使用或访问任何通过 Viedoc 提供的服务、信息、应用或软件；(iv)向 Viedoc 输入或上传任何含有病毒或其他意图或可能损害、干扰、拦截或侵占任何系统或 Viedoc 的计算机程序路径的信息；(v)提交任何侵犯任何第三方知识产权的信息；(vi)提交与任何适用法律法规（包括但不限于数据保护法）相冲突的任何信息；或(vii)以我们认为对 Viedoc 的性能或功能造成不利影响或干扰授权方访问 Viedoc 的能力的任何方式使用或访问 Viedoc。

4. 提供的信息

您应全权负责对利用 Viedoc 向我们提供的信息的准确性进行维护（所有此类信息在本文中统称为“**提交资料**”）。提交资料不受我们任何义务的约束，包括但不限于任何保密义务，我们对任何提交资料的使用或披露（包括在任何媒介上的出版物）概不负责。您同意我们及相关研究许可证持有人可以自由使用任何提交资料，而无需向您提供通知、补偿或确认。

有关我们如何收集、存储和共享您提供给我们的任何个人资料的更多信息，请参见《隐私政策》。

5. 遵守法律和《药物临床试验质量管理规范》

您同意严格按照所有适用的法律、裁定和法规，以我们认为不会对我们的商誉或声誉产生负面影响的方式使用 Viedoc 及其内容。您还同意不会传输任何鼓励可能构成刑事犯罪、导致民事责任或违反任何适用地方、州、国家或国际法或法规的行为的材料。虽然我们设计的软件和服务符合《药物临床试验质量管理规范》(GCP)、FDA、EMA、PMDA、CFDA 以及适用于临床研究数据的类似国际法规的要求，但是各研究许可证持有人及其授权用户应全权负责确保其对 Viedoc 的使用符合所有此类法规和惯例，我们明确放弃在此方面的任何声明或保证。

您应证明您在 Viedoc 中的电子签名与传统手写签名具有同等的法律约束力。

您应声明并保证，除非与研究许可证持有人另有约定，否则您不得将 Viedoc 用作医疗器械或临床决策支持系统。

6. 隐私

我们坚信我们会保护用户隐私，并向您提供有关我们收集和您的个人资料的信息。因此，我们采纳了一项隐私政策，您应该阅读该隐私政策，以充分了解我们如何使用和收集信息。在使用 Viedoc 之前，您必须接受我们的隐私政策。

当您在 Viedoc 中向我们提交您的个人资料或注册 Viedoc 时，我们可能会将您提交的个人资料传输和/或保留到您所在国家或收集这些个人资料的国家以外的国家。有关详细信息，请参见《隐私政策》。

7. 所有权

我们、我们的供应商或材料的原始创建人保留 Viedoc 的所有知识产权（包括版权）。您只能复制您在 Viedoc 中被授权访问的与您使用 Viedoc 有关的材料。您必须以与原件相同的形式和方式保留此类材料中的所有版权和其他拥有权通告。未经我们的允许，您不得“复制”Viedoc 中包含的任何材料。除上述规定外，本《使用条款》中包含的任何内容不得被解释为以暗示、禁止反言或其他形式授予我们或任何第三方的任何商标、专利、版权、掩膜作品保护权或任何其他知识产权项下的任何许可或权利。

8. 商标

Viedoc 名称、Viedoc 徽标以及 Viedoc 中介绍的功能和服务是我们的商标、服务标志或注册商标，未经我们的明确书面许可，不得全部或部分复制、模仿或使用。Viedoc 中出现的所有其他商标、注册商标、产品名称和徽标均为其各自所有者的财产。

9. 链接

Viedoc 中允许您访问第三方网站的任何链接均不在我们的控制之下，我们对任何第三方链接网站的内容、此类链接网站中包含的任何链接、或此类网站的任何更改或更新概不负责。任何此类链接由我们或研究许可证持有人提供。此类链接仅为了您的方便而提供，包含任何第三方网站的链接并不意味着我们对此类网站的认可。任何此类链接网站，包括其他受密码保护的网站，可能包含本《使用条款》之外的使用条款或与本《使用条款》不同的使用条款。这些网站上发布的使用条款应适用于其用途。

10. 免责声明

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11. 责任限制

在法律允许的最大范围内，无论诉讼形式、诉因或声称的索赔依据如何，我们、我们的关联公司、董事、员工、代表或代理人在任何情况下均不对因使用（或无法使用）Viedoc 或 Viedoc 中的任何材料而产生的任何直接、间接、特殊、惩罚性、惩戒性、偶然性或后果性损害承担责任。包括但不限于数据丢失或利润损失，即使我们被告知可能发生此类损害。您理解并承认，您对 Viedoc 的任何缺陷或不满意的唯一补救措施是停止使用 Viedoc。

12. 杂项条款

我们可能会更新或更改本《使用条款》，我们将在 Viedoc 上发布对本《使用条款》的任何更新或更改。如果我们对本《使用条款》进行了更改，您必须在继续使用 Viedoc 前接受这些更改。如果您不希望受到任何更新的《使用条款》的约束，请不要使用 Viedoc。

未经我们事先书面同意，您不得让渡或转让本《使用条款》。我们可以将本《使用条款》部分或全部让渡给任何附属公司或第三方。

本《使用条款》构成您和我们之间关于您使用 Viedoc 的完整协议，并取代双方之前的所有书面或口头协议、建议书、往来函和谅解书。本《使用条款》仅适用于作为个人的您和我们之间，不影响我们与研究许可证持有人或其他客户和合作伙伴之间的任何协议（例如主服务协议或类似协议）。

13. 管辖法律；索赔

本协议的有效性、解释和履行应受中华人民共和国实体法的管辖，而不适用任何法律冲突原则。您同意位于中华人民共和国境内的任何法院对因本《使用条款》产生的或与本《使用条款》有关的任何事项具有专属管辖权，并且审判地点在此类法院。**您明确放弃现在或以后可能对任何此类诉讼的审判地点或管辖权提出的任何异议。您同意因您使用 Viedoc 而产生或与之相关的任何索赔或诉因和/或内容，必须在此类索赔或诉因产生后的一(1)年内提交。**

Viedoc Terms of Use

Effective: Oct 8, 2020.

Changes since previous version

The previous version of these TOU had an effective date of May 27, 2018. Compared to that version we have made a change to reflect that we relocated the company offices to a new address. We have also rephrased the last sentence in paragraph 5 that previously stated that Viedoc is not intended to be used as a treatment decision support system to be an explicit warrant on your behalf, and made a few very minor changes to paragraph 3 and 6. Finally we have translated the TOU into Chinese and appended the English version.

Welcome to Viedoc!

Thank you for using the suite of services that comprises **Viedoc**. Viedoc is provided by 上海唯到信息科技有限公司 ("we", "our" or "us"), located at 上海汉口路 266 号申大厦 12 楼. Our email address is info@viedoc.cn.

These Terms of Use ("TOU") form a legal agreement between you ("**you**" or "**your**") and us. Your access to, and use of, Viedoc, are subject to and governed by these TOU. Be sure to carefully read and understand all the rights and restrictions set forth in these TOU. For your reference, you may download a printable PDF version of these TOU located in the footer of Viedoc after login. By accepting these TOU and accessing Viedoc, you confirm your agreement to and acceptance of these TOU.

Viedoc is provided by invitation only; either by us, by one of our licensees ("**Study license holder**") or an authorized delegate thereof.

If you have any questions regarding these TOU, please contact us using the above contact information.

1. Registration and Account

Use of Viedoc requires you to register a user account. This is preceded by an invitation sent to you by email. If you received an invitation that you did not expect or otherwise suspect to be in error, you must not proceed and make use of it to register an account.

Your account is personal to you and is non-transferable. You must not provide other parties access to your account. Passwords and access codes should be kept secret. We shall not be liable for any loss that you incur as a result of someone else using your account, either with or without your knowledge.

As an account holder of Viedoc you have access to, from one time to another, different resources and features within Viedoc, granted to you either by us or a Study license holder. If you suspect you have been given incorrect access, or that you should no longer have an access previously given to you, you must not make use of the access and instead inform us or the Study license holder.

The access and use rights granted to you under these TOU terminate immediately if you fail to comply with these TOU. We reserve the right, but with no obligation, to terminate or suspend your access to Viedoc, without notice, for any conduct or scenario that we, in our sole discretion, believe is in violation of any applicable law or may otherwise be harmful to the interests of any parties of Viedoc.

2. Third Party Access

Unless you have been granted express authority by us or the Study license holder to invite others to access Viedoc, you shall not provide any third parties access to Viedoc. If you have been granted the authority to invite others to access Viedoc, you shall be solely responsible for verification of the identity of third parties you invite. Any such third party shall be subject to the terms and conditions of these TOU.

3. Your Rights to use Viedoc; Restrictions

Subject to these TOU, we grant you a nonexclusive, personal, revocable and non-transferable right to access and use Viedoc for the specific purposes of the invitation or additional access granted over time. Except as described in these TOU, no other rights or licenses are granted to you concerning access or use of Viedoc.

You agree not to: (a) decompile, disassemble, or reverse engineer Viedoc, (b) copy, distribute, sell, lease, sub-license or transfer Viedoc or (c) alter, modify or create derivative works based on Viedoc.

In addition, you agree that you shall not: (i) disguise the origin of information transmitted through Viedoc; (ii) submit false or misleading information to Viedoc; (iii) use or access any service, information, application or software available via Viedoc in a manner not expressly permitted by us or the Study license holder; (iv) input or upload any information to Viedoc which contains viruses or other computer programming routines that are intended to or could damage, interfere with, intercept or expropriate any system or Viedoc; (v) submit any information that infringes the intellectual property rights of any third party; (vi) submit any information which is in conflict with any applicable laws and regulations (including but not limited to data protection laws); or (vii) use or access Viedoc in any way that, in our judgment, adversely affects the performance or function of Viedoc or interferes with the ability of authorized parties to access Viedoc.

4. Information Provided

You bear sole responsibility for maintaining the accuracy of the information you provide to us utilizing Viedoc (all such information collectively referred to herein as "**Submissions**"). Submissions shall not be subject to any obligation on our part, including, without limitation, any obligation of confidentiality, and we shall not be liable for any use or disclosure (including publication in any medium) of any submissions. You agree that we and our Study license holders may freely use any Submissions without notice, compensation, or acknowledgement to you.

Please refer to the Privacy Policy for more information on how we collect, store and share any personal data that you provide us with.

5. Compliance with Law and Good Clinical Practices

You agree to use Viedoc and its content in strict compliance with all applicable laws, rulings and regulations and in a manner that does not, in the sole judgment of us, negatively reflect on the goodwill or reputation of us. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation. While we have designed our software and services to adhere to Good Clinical Practices (GCP), FDA, EMA, PMDA, CFDA and similar international regulations applicable to clinical research data, each Study license holder and their authorized users are solely responsible for ensuring that their use of Viedoc complies with all such regulations and practices and we expressly waive any representations or warranties in this regard.

You certify that your electronic signatures in Viedoc are intended to be the legally binding equivalent of traditional handwritten signatures.

YOU REPRESENT AND WARRANT THAT YOU SHALL NOT, UNLESS OTHERWISE AGREED TO WITH THE STUDY LICENSE HOLDER, UTILIZE VIEDOC AS A MEDICAL DEVICE OR CLINICAL DECISION SUPPORT SYSTEM.

6. Privacy

We strongly believe in protecting user privacy and providing you information regarding our collection and processing of your personal data. Therefore, we have adopted a privacy policy that you should read to fully understand how we use and collect information. You must accept our privacy policy before using Viedoc.

WHEN YOU SUBMIT YOUR PERSONAL DATA TO US IN VIEDOC OR WHEN REGISTERING FOR VIEDOC, WE MAY TRANSFER AND/OR RETAIN THE PERSONAL DATA YOU SUBMITTED TO A COUNTRY OUTSIDE THE COUNTRY IN WHICH YOU ARE LOCATED OR FROM WHERE SUCH PERSONAL DATA WAS COLLECTED. PLEASE REFER TO THE PRIVACY POLICY FOR MORE INFORMATION.

7. Ownership

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ANY LINKS IN VIEDOC THAT ALLOW YOU TO ACCESS A THIRD-PARTY SITE ARE NOT UNDER THE CONTROL OF US AND WE ARE NOT RESPONSIBLE FOR THE CONTENTS OF ANY THIRD-PARTY LINKED SITE, ANY LINK CONTAINED IN SUCH LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. ANY SUCH LINKS ARE PROVIDED EITHER BY US OR BY THE STUDY LICENSE HOLDER. WHENEVER WE ARE PROVIDING THESE LINKS IT IS ONLY FOR YOUR CONVENIENCE, AND THE INCLUSION OF ANY LINK TO A THIRD-PARTY SITE DOES NOT IMPLY ENDORSEMENT BY US OF THE SITE. ANY SUCH LINKED SITES, INCLUDING OTHER PASSWORD PROTECTED SITES, MAY CONTAIN TERMS OF USE IN ADDITION TO, OR DIFFERENT FROM THESE TOU. THE TERMS OF USE POSTED ON SUCH SITES SHALL APPLY TO THEIR USE.

10. Disclaimers

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11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WE, OUR RELATED COMPANIES, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS SHALL NOT, UNDER ANY CIRCUMSTANCES BE HELD LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF (OR THE INABILITY TO USE) VIEDOC OR ANY MATERIAL IN VIEDOC. THIS INCLUDES WITHOUT LIMITATION THE LOSS OF DATA OR LOSS OF PROFIT, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT OR DISSATISFACTION WITH VIEDOC IS TO CEASE TO USE VIEDOC.

12. Miscellaneous

We may update or change these TOU and we will post any updates or changes to these TOU in Viedoc. If we make changes to these TOU, you must accept the changes before continuing using Viedoc. If you do not wish to be bound by any updated TOU, please do not use Viedoc.

These TOU may not be assigned or transferred by you without the prior written consent of us. We may assign these TOU to any affiliate or third party in part or in whole.

These TOU constitute the entire agreement between you and us with respect to your use of Viedoc and supersede all prior agreements, proposals, communications between the parties and understandings, whether written or oral. These TOU apply only between you as an individual and us and shall be without prejudice to any agreements that we may have with the Study license holder or other customers and collaboration partners (e.g. under a Master Service Agreement or similar).

13. Governing Law; Claims

The validity, construction and performance of this Agreement shall be governed by the substantive laws of People's Republic of China (PRC), without giving effect to any conflict of laws principles. You consent to the exclusive jurisdiction of, and venue in, any court located in People's Republic of China (PRC) for the purposes of adjudicating any matter arising from or in connection with these TOU. YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF VIEDOC, AND/OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.