

General Terms of Use

Welcome to www.dermatophyte-pcr.com. On this website, we provide comprehensive information about dermatomycoses and other skin diseases as well as modern molecular genetic diagnostic methods. Content on this website which is subject to registration is intended for use by physicians and other healthcare professionals as well as laboratory personnel.

Please read the following terms and conditions (hereinafter: "Terms of Use") carefully. If you register as a user on our website www.dermatophyte-pcr.com and wish to use our website for your purposes, you must agree to the following Terms of Use. This is an offer free of charge, which can be used when the user registers on this website, agrees to these Terms of Use and gives consent in using the provided personal and contact data for promotional purposes. If you do not agree to these Terms of Use or do not give consent in using the data for promotional purposes, you will not be able to use our services and cannot register on our site.

1. General and website content

1.1 These Terms of Use apply to all legal relations of EUROIMMUN Medizinische Labordiagnostika AG, Seekamp 31, 23560 Lübeck, Germany (hereinafter: "EUROIMMUN") with users of the website and its subpages and attached databases (hereinafter: the "website").

1.2 On the website, EUROIMMUN offers various information about dermatomycoses and other skin diseases as well as modern molecular genetic diagnostic methods in different formats (e.g. videos, graphics, text). Some areas on the website can only be viewed with prior registration.

1.3 EUROIMMUN reserves the right to restrict access to the website or any part thereof or to discontinue it in whole or in part. EUROIMMUN cannot be held liable for such an interruption and discontinuation of the service. In particular, no claims for defects or damages can be asserted because of this. There is also no obligation on the part of EUROIMMUN to inform the user separately about a restriction of access.

2. Use of the website

2.1 The visit of the website is also possible without registration. The use of certain areas or offers is only possible after prior registration and then after login with the access data.

2.2 The user can register on the website free of charge. To use the provided content, a given consent on using the personal and contact data for promotional purposes is prerequisite. By clicking on the information and offers which are subject to the registration, or via the login/logout tab, the user will get to the registration. When registering, it is mandatory for the user to provide their first name, last name, zip code, country and e-mail address. Moreover, a user name and a password need to be created.. Subsequent to the registration, the user will receive an e-mail, sent to the e-mail address specified in the registration form, asking for confirmation of the registration. After successful confirmation the registration is completed and the user obtains access to the area and contained offers and information, which are subject to registration.

2.3 EUROIMMUN reserves the right to refuse registration if the requirements for registration are not met. In particular, the correct and complete information of the requested data is necessary for a registration. If the user provides untruthful or incomplete information during registration,

EUROIMMUN may terminate access to the website with immediate effect without notice and exclude the user from further use.

3. Duties of conduct as a user

3.1 The user is responsible for ensuring that they can view the content offered on their terminal device. The user is also responsible for ensuring an internet connection and for bearing any costs incurred for this.

3.2 The user is responsible for the access data generated on the website by the user. Access data may not be passed on to third parties. The user releases EUROIMMUN from any liability resulting from the use or misuse of the access data. Should misuse of the data occur, the user will inform EUROIMMUN immediately.

3.3 The user undertakes to use the portal only for their own purposes and not to perform any unlawful acts on the website or to use the contents of the website in an unlawful manner. The user is prohibited from passing on the contents to third parties.

3.4 Technical measures may not be circumvented by the user, e.g. web crawlers or comparable applications for automated interpretation of the website.

4. Property rights

4.1 When the user uses the website, they accept that EUROIMMUN does not transfer any ownership rights to the Website to him/her or to third parties. All content and materials on the website, in particular advertising content of EUROIMMUN, are protected by copyrights, trademark rights, patents and other proprietary rights. This applies to the entire website content, in particular the text, photographs and also videos and other material. The user is not entitled to further exploit this complete work. Redistribution or reproduction of the website content is not allowed.

4.2 It is not permitted to reproduce EUROIMMUN's logo or trademark without the appropriate written permission from EUROIMMUN.

5. Disclaimer

EUROIMMUN does not assume any liability for the topicality, correctness and completeness of the information provided on our website.

Liability claims against EUROIMMUN for material or immaterial damage caused by the use or non-use of the information provided or by the use of incorrect or incomplete information are excluded, unless it can be proven that EUROIMMUN acted with intent or gross negligence.

All offers are subject to change and non-binding. Parts of the pages or the complete publication including all offers and information might be extended, changed or partly or completely deleted by EUROIMMUN without separate announcement.

In the case of direct or indirect references to external websites ("hyperlinks"), no illegal content was discernible on the linked pages at the time the links were created. EUROIMMUN has no influence on the current and future design, content or authorship of the linked pages and expressly distances itself from all content of all linked pages that were changed after the link was created. This also

applies to entries made by third parties in guest books, discussion forums, link directories, mailing lists and all other forms of databases set up by EUROIMMUN, the content of which can be accessed and written to externally. For illegal, incorrect or incomplete contents and especially for damages resulting from the use or non-use of such information, only the provider of the linked page or the author of the third-party entries is liable. If EUROIMMUN determines or is informed by others that a specific offer to which a link was provided triggers civil or criminal liability, we will remove the link.

6. Modification of the Terms of Use

EUROIMMUN has the right to update the Terms of Use for this free offer if there are objective reasons to do so. The user will be informed by EUROIMMUN about such changes or amendments to the Terms of Use. The user agrees to the amended version of the terms of use when they register on the website and continues to use the offered content. If the user does not agree with the amended Terms of Use, they shall no longer use the offers on the website. In this case, EUROIMMUN reserves the right to block the user's access if EUROIMMUN becomes aware of the rejection of the Terms of Use. If there is a change in the Terms of Use due to legal changes, EUROIMMUN will only inform the user about it.

7. Termination

The user agreement can be terminated by EUROIMMUN or the user at any time and with immediate effect in text form. EUROIMMUN has the right to terminate this user agreement with immediate effect, in case the user revokes the consent on using the provided data for promotional purposes. Once the termination takes effect, the user no longer has the right to log on to the website and use the content. In this case, also the promotional messaging will be stopped. Claims for damages due to the denial of access to the website are excluded.

8. Miscellaneous

8.1 The business relations between the provider and the user are subject to the law of the Federal Republic of Germany. In the case of consumers, this shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer habitually resides.

8.2 Notifications can be made in text form. In addition, EUROIMMUN has the option of making general notices available on the website.

8.3 In the event of any disputes in connection with these Terms of Use, insofar as all contractual partners have their registered office within Germany, ordinary legal proceedings shall be conducted with Lübeck as the exclusive place of jurisdiction. If a contractual partner has its registered office outside Germany, arbitration proceedings in accordance with the arbitration regulations of the Hamburg Chamber of Industry and Commerce shall be conducted to the exclusion of ordinary legal proceedings. The place of arbitration shall be Hamburg, the arbitration languages shall be German and English.

8.4 Notifications can be made in text form. In addition, EUROIMMUN has the option to make general notices available on the website.

8.5 EUROIMMUN does not accept any other possibly existing general terms and conditions of a user, even if these have not been expressly contradicted.

8.6 Should one or more provisions of these Terms of Use be or become invalid, the validity of the remaining provisions shall not be affected thereby. The invalid clauses shall be replaced by the statutory provisions, if available.