



General Terms of use | Get 360 Pharma

Version 1.0 | 9 April 2025

These are the General Terms of Use of 360 Pharma B.V., located at Bargerlaan 200, 2333 CW in Leiden, and registered with the Chamber of Commerce under registration number 86728040, hereinafter referred to as “**Pharma**”. On our platform we offer a job portal which allows the users to apply for vacancies of multiple employers (hereinafter: “**Platform**”).

If you want to make use of Platform you will need to create a personal account (hereinafter: the “**Account**”). When you create an Account, you must agree to these terms of use (hereinafter: the “**Terms**”). We strongly recommend reading these Terms well. The Terms set out how you may use the Platform, and the rights and obligations associated with it. These are applicable to the agreement between you and Pharma. By creating an Account and accepting the terms of use, you are entering into an agreement with Pharma regarding the use of the Platform (hereinafter: “**Agreement**”).

Article 1. Access and registration

- 1.1. To use the Platform, you need an active internet connection. Additionally, the Platform can only be accessed if you have an Account. You can create an Account free of charge through the registration form on the Platform.
- 1.2. Your Account is protected by a username and password. You are responsible for choosing a secure password and keeping it confidential.
- 1.3. It is not permitted to share your Account with third parties. If you know or suspect that your login credentials have been compromised, you must immediately change your Account password. Pharma may assume that any actions performed from the Account after login with your credentials are carried out by you or under your authority and supervision.
- 1.4. It is essential that you ensure a valid and up-to-date email address is linked to your Account, as all communication related to the Platform will be sent to this email address. You can check and update your email address through the settings in the Platform.

Article 2. General Principles

- 2.1. If you use the services provided on the Platform this does not guarantee any form of employment, nor does it impose any obligation on Pharma to provide any job guarantee.
- 2.2. If third parties seek compensation from Pharma due to a violation of these Terms or unlawful actions by you, you shall indemnify Pharma against any resulting damages and consequences.

Article 3. Terms of use

- 3.1. You are not permitted to use or deploy the Platform in violation of applicable laws and regulations or in breach of these Terms.
- 3.2. You are prohibited from offering or distributing information via the Platform that is unlawful, infringes upon the rights of third parties such as intellectual property rights, or is defamatory, offensive, discriminatory, inciting hatred, or violates the privacy of third parties. This includes, but is not limited to, the unnecessary and unlawful dissemination of personal data.
- 3.3. You are further prohibited from:



- a. Distributing information via the Platform that is factually incorrect and/or incomplete. Including URLs, email addresses, or other contact details in information published via the Platform, unless explicitly requested by Pharma;
- b. Scraping information from the Platform or using bots to perform automated actions without prior written approval of Pharma;
- c. Using the Platform for commercial purposes without prior written approval of Pharma, including (re)selling access to the Platform, particularly with the intent to generate advertising or subscription revenue, or redistributing the Platform, especially when conducting business activities that are largely similar or comparable to those of Pharma, including directly approaching employers as recruiters;
- d. Posting links or references within the Platform to competitors and/or providers of Platform similar to those of Pharma, in the broadest sense, without prior written consent from Pharma;
- e. Impersonating another person, forging documents or uploading any documents that contain malware or malicious code.

- 3.4. Pharma is entitled to modify or remove information provided by you at any time, before or after creation of an Account, if such information is wholly or partially in violation of these Terms.
- 3.5. Pharma is entitled to temporarily or fully restrict your access to the Platform if you violate the Terms and fail to rectify the breach following notification from Pharma. In cases of fraud or attempted fraud, Pharma may permanently terminate access to the Platform without prior notification.
- 3.6. Pharma is at all times entitled to file a criminal complaint for any offenses committed through or using the service. In addition, Pharma is entitled to supply your name, address, IP-address and other identifying data to a third party alleging that you violate its rights or these Terms of Use if the validity of the complaint is sufficiently substantiated and the applicable legal and judicial requirements for disclosure are met.

Article 4. Support and maintenance

- 4.1. Pharma shall make reasonable efforts to ensure the uninterrupted availability of the Platform and to provide access to your data stored by Pharma. However, Pharma cannot guarantee that the Platform will be available at all times without interruptions, malfunctions or errors.
- 4.2. Pharma shall take all reasonable measures to keep the Platform up to date. However, in doing so, Pharma is dependent on its own third-party providers.
- 4.3. Pharma shall provide a reasonable level of service and maintenance, including addressing technical issues and performing necessary updates. Additionally, Pharma shall offer a reasonable level of support by responding to usage-related inquiries regarding the Platform from you.
- 4.4. Pharma takes questions, comments, complaints, and issues regarding the Platform very seriously. In such cases, you can contact Pharma via hello@get360pharma.com.

Article 5. Liability

- 5.1. The website of Pharma is made available to you free of charge. Due to this free service provided by Pharma to you, Pharma accepts only limited liability for damages, as defined in this article.
- 5.2. The liability of Pharma for damages or other claims arising from an attributable breach of contract (including breaches of warranties or indemnities), a tort, or any other legal ground, is limited to a maximum amount of €100, - per event, with a series of related events being considered as one event.



- 5.3. Without prejudice to the foregoing, Pharma shall only be liable for any direct damages. Direct damages in this context include, but are not limited to:
- a. Reasonable costs necessary to determine the cause and extent of the damage, insofar as this assessment relates to direct damage as defined here;
 - b. Reasonable costs incurred to ensure that the website complies with the agreed functionalities, unless these costs cannot be attributed to Pharma;
 - c. Reasonable costs incurred to prevent or limit direct damage, provided that you can demonstrate that these costs have resulted in a limitation of direct damage as referred to here.
- 5.4. All other damage is considered indirect damage and is excluded from compensation.
- 5.5. Any limitation of liability as described in these Terms does not apply if the damage results from intent or deliberate recklessness by Pharma or its executives. Furthermore, the limitations of liability apply only to the extent that they do not conflict with mandatory consumer protection laws. If such provisions apply, the limitations shall apply to the extent permitted by law.

Article 6. Intellectual property rights

- 6.1. All intellectual property rights to the materials that Pharma develops, has developed, or provides in relation to the Platform are vested in Pharma or its suppliers, unless explicitly agreed otherwise in writing.
- 6.2. You only obtain a non-exclusive, non-transferable, and non-sublicensable right to use the Platform. This right of use applies for the duration of the Agreement and exclusively for your own use.
- 6.3. You are not permitted to make modifications to the materials or to remove or alter any indications of intellectual property rights therein.
- 6.4. You explicitly do not have a right to access the source code or source files of the software provided by Pharma, except in cases where this is permitted by mandatory law.
- 6.5. You are not allowed to reverse engineer the software provided by Pharma (e.g., through decompilation), except in cases where this is permitted by mandatory law.
- 6.6. Pharma may implement (technical) measures to protect the materials. If such security measures have been implemented, you are not allowed to bypass or remove them.

Article 7. Duration and termination

- 7.1. The Agreement between Pharma and you is concluded when you have accepted these Terms while creating an Account and have been granted access to the Platform by Pharma. The Agreement is entered for an indefinite period.
- 7.2. Each party may terminate the Agreement at any time at the end of the respective month by providing written notice. You may terminate the Agreement via your account or by sending a message hello@get360pharma.com.
- 7.3. Upon termination of the Agreement, Pharma is entitled to immediately block access to the account and delete the data associated with the Account.
- 7.4. If you fail to fulfill any obligation, Pharma is entitled to, without prior notice of default (“ingebrekestelling”) immediately suspend, terminate (“opzegging”), or dissolve (“ontbinding”) the Agreement without you being entitled to any compensation.

Article 8. Privacy

- 8.1. Pharma will process your personal data for the use the Platform in accordance with the General Data Protection Regulation (“GDPR”). Both Pharma and its clients act as independent data controllers.



- 8.2. When using the Platform, Pharma may process privacy-sensitive data (also referred to as "personal data") concerning you. Pharma will always process such data in accordance with applicable privacy laws and regulations. More information on how Pharma processes and secures your data can be found in the [privacy and cookie statement](#).

Article 9. Miscellaneous

- 9.1. These Terms are governed by Dutch law, without prejudice to any additional protection provided by mandatory provisions of the law of the country in which you reside.
- 9.2. Any disputes arising from the Agreement between Pharma and you shall be submitted to the competent court in the Netherlands (district of The Hague (Den Haag)), unless you indicate within one month after Pharma invokes this clause in writing that you prefer the dispute to be resolved by the legally competent court.
- 9.3. If one or more provisions of these Terms are voided or declared invalid, this shall not affect the validity of the remaining provisions. In such a case, Pharma will establish a new provision to replace the invalidated one, ensuring that the original intent is followed as closely as possible.
- 9.4. Pharma may amend these Terms at any time. Pharma will notify you of any changes or additions at least thirty days in advance via email, allowing you to review them. If you do not wish to accept a modification or addition, you may terminate your Account before the effective date of the changes.