

Terms and Conditions

The following terms and conditions apply to the NOD Educational courses made available on <https://india.rdiabetescare.com/>, collectively referred to as “the Site”.

The NOD Educational courses are intended and available for healthcare professionals (HCP’s) residing in India only.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR USE OF THE SITE REFLECTS YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND AGREEMENT TO ABIDE BY ALL APPLICABLE LAWS AND REGULATIONS. Whenever you submit information via this Site, you consent to the collection, processing, use and disclosure of that information in accordance with these Terms. You warrant that all data provided by you is accurate and up-to-date. If you disagree with any portion of these Terms and Conditions, your sole remedy is to immediately discontinue using the Site. Your access of the Site for the limited and exclusive purpose of reviewing these Terms does not constitute your acceptance unless you make any further use of the Site.

1. Status of Terms and Conditions

- 1.1. Your registration to the NOD Educational course constitutes your binding acceptance of these Terms and Conditions on behalf of yourself and/ or any person with whom you may register on behalf of (if not for yourself).
- 1.2. Any violation or attempt to violate any of these Terms and Conditions will result in the immediate cessation of the registration to the NOD Educational platform, even if the registered access duration thereof has not been fulfilled.

2. Organiser

The Organiser (and promoter) is Roche Diabetes Care India Pvt Ltd, hereafter referred to as “Roche”.

3. Who may register for the NOD Educational Course

Any HCP who is interested in furthering their diabetes and coaching knowledge through an online diabetes education course.

- 3.1. The NOD Educational course is available to residents of India, aged 18 years and older who are in possession of a valid identity document (“the Registrar”).
- 3.2. Registrar’s can register for the following course:
 - 3.2.1. Basics of Diabetes Management and Health Coaching.
- 3.3. Registrar’s may register for the NOD educational course as many times as is needed or required.

4. Duration of NOD Educational course

4.1. Upon registration, the registrar has six months of unlimited access to the NOD Educational platform to complete the course registered for.

4.2. In the six months, the registrar is expected to complete the course as well as the relevant assessments in order to have successful completion thereof.

4.3. Once the six months have lapsed, from date of first access, the registrar will no longer have access to the NOD Educational Platform, regardless of whether the final assessment has been taken or not. Registrar's are expected to complete the course and assessment within the six months.

5. Completion and Accreditation of NOD Educational course

5.1. A certificate of completion and relevant accreditation, if available, will be issued once the minimum pass requirement is met for every module in the course.

5.2. The minimum pass requirement is $\geq 70\%$ and is required to be achieved on all the assessments for the course registered for. The assessments can be taken numerous times in order to achieve the pass requirement of $\geq 70\%$.

5.3. If the course was not completed successfully within this six month period, the registrar will need to re-register for the course.

6. How to register and access the NOD Educational Course

6.1. The Registrar must go to www.india.rdiabetescare.com to register for the course.

6.2. Upon completing the registration step above, The Registrar will receive an email explaining how to access the NOD Educational platform.

6.3. The NOD Educational platform can be accessed at any time from a computer or mobile device. Internet is required to access the course.

6.4. Once the six month period has lapsed, access to the NOD Educational platform will no longer be available unless The Registrar re-registers and the same registration steps above are followed.

7. Disclosure of personal information

Upon registration and throughout the access period of the NOD Educational Platform, the Registrars' personal information including name, surname, contact information and license or practitioner number will be collected and processed for the intention of creating a NOD platform access profile and to issue a completion/ accreditation certificate. This information will be shared with the Organiser to identify and analyse the number of registrations received from India, courses completed, completion duration, course accreditation and certification as well as for marketing and communication. Processing of your personal information shall be in accordance with India's Digital Personal Data Protection Act, 2023, the European Union's General Data Protection Regulation and the Roche privacy policy available at <https://code-of-conduct.roche.com/en/data-privacy.html>. The servers where this data will be stored are located in Ireland and shall be processed strictly in compliance with the applicable regulations. The individuals will have the right to withdraw their consent or have their personal data deleted from the servers as per the applicable data privacy regulations.

8. Governing law

The NOD Educational Course found on and via the www.india.rdiabetescare.com is governed by the laws of India and is subject to the exclusive jurisdiction of the Indian courts.

9. Indemnities and limitation of liability

9.1. Registrar absolves Roche Diabetes Care India Private Limited, its advertising agencies, advisers and suppliers from liability for all claims, loss or damages howsoever arising from wilful misconduct or negligent acts or omission on the part of any such person.

9.2. Registration to the NOD Educational Course and subsequent use of the chat platform is at OWN RISK and Registrars hereby indemnify and hold harmless Roche Diabetes Care India Private Limited, its employees, agents, organisers of this service, advertising agencies, advisers and any other related parties, against all claims, losses and liability whether direct or indirect incurred by any participant arising from or in connection with this service, including without limitation, personal injuries, death and property damage and claims based on publicity rights, defamation or invasion of privacy, howsoever arising.

9.3. Roche Diabetes Care India Private Limited shall not be responsible for any misrepresentation caused due to an unintentional copying error, typing error or an error by omission that may occur on any of our promotional material.

10. Disclaimers

Registrars are not required to purchase any Accu-Chek blood glucose monitoring systems, devices or software systems to register for the NOD Educational courses. Nothing in these Terms and Conditions, or in any advertising collateral in relation to this service shall be read as obliging or requiring any Registrar to have or be in possession of any Accu-Chek blood glucose monitoring systems for purposes of these NOD Educational courses.

11. Utilising the NOD Educational platform

11.1. The NOD Educational courses are hosted and managed by a 3rd party contracted by the Organiser.

11.2. The content of the NOD Educational courses have been developed and are owned by the Organiser. Distribution thereof is prohibited.

11.3. Utilisation and access to the NOD Educational platform is assigned to the Registrar only and solely for the purpose and duration of the NOD Educational course/s registered for.

11.4. For purposes of this paragraph 11, the following terms shall have the following meaning:

11.4.1. **Misrepresentation** includes (without limitation) –

11.4.1.1. Providing false, incomplete or inaccurate information when registering for the NOD Educational course;

11.4.1.2. actions designed to deceive, mislead, defraud or otherwise make misrepresentations to any person regarding any fact or circumstance;

11.4.1.3. altering the content of communications received by you and thereafter forwarding same to others without indicating the nature of the alterations; and

11.4.2. **System Abuse** means any conduct which does or may –

11.4.2.1. damage, impair, overburden or disable any system of any person (including us) using any of the registrar and/or NOD Educational platform made available for this service;

11.5. You agree that, when you use the NOD Educational platform, you will not –

11.5.1. do anything which violates any of our Terms and Conditions;

11.5.2. make any Misrepresentation;

11.5.3. post, upload or transmit any Abusive Content;

11.5.4. do anything that does not comply with generally accepted internet etiquette including (without limitation) the excessive use of capitalised text, the use of inflammatory or antagonistic criticism (“flaming”), or wastefully and unnecessarily including previous communications in any postings;

11.5.5. violate or infringe the intellectual property rights, contractual or fiduciary rights, privacy, personality or publicity rights of another.

11.5.6. perform System Abuse;

11.5.7. repeatedly post gratuitous off-the-topic communications;

11.5.8. transmit Content that you do not own or do not have the right to publish or distribute, whether under law or contract;

11.5.9. perform or encourage any illegal activities including (without limitation) promoting or facilitating access to, use of or sale of dangerous substances or devices;

11.5.10. fail to comply with applicable domestic, national or international laws, rules and regulations;

11.6. Should we consider you to be in breach of any of the Terms and Conditions, then we may, without prejudice to any other rights which we may have under the terms or in law, –

11.6.1. give you a warning;

11.6.2. co-operate with competent law enforcement authorities to the extent reasonably required to do so;

11.6.3. institute appropriate legal proceedings; and/or

11.6.4. comply with such obligations as may be imposed on us by law.

12. Prohibited Uses

12.1. You are prohibited from using the Site to transmit or share content that:

12.1.1. Contains illegal content or promotes illegal activities with the intent to commit such activities.

12.1.2. Contains credible threats or organizes acts of real-world violence.

12.1.3. Contains anything that is obscene, defamatory, harassing, offensive or malicious.

12.1.4. Stalks, harasses or harms another individual.

12.1.5. Promotes discrimination, bigotry, sexism, racism, hatred, harassment or harm against any individual or group.

12.1.6. Violates intellectual property, privacy, or other rights of third parties.

12.1.7. Spams others. Do not share irrelevant or inappropriate advertising, promotional, or solicitation content.

12.1.8. Otherwise violates our Terms and Conditions and/or Privacy Policy.

12.2. You may use the Site only for lawful purposes. You may not use the Site to:

12.2.1. Do anything that violates local, state, national or international law or breaches any of your contractual obligations or fiduciary duties.

12.2.2. Reproduce, transfer, sell, resell, or otherwise misuse any content from our Site, unless specifically authorized to do so.

12.2.3. Access, tamper with, or use non-public areas of our systems, or the technical delivery systems of our providers, unless specifically authorized to do so.

12.2.4. Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so.

12.2.5. Impersonate or misrepresent your affiliation with any person or entity.

12.2.6. Encourage or help anyone do any of the things prohibited under these Terms and Conditions.

12.2.7. Use the Site in a way that would interfere with any other party's use and enjoyment of the Site.

12.2.8. Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

12.2.9. Decompile, disassemble or reverse engineer the Site or any portion thereof.

12.2.10. Use any automatic device, program, algorithm or methodology, or engage in harvesting of email addresses or other personal information, unsolicited emailing, telephone calls or mailings, spoofing, flooding, overloading, spidering, screen scraping, database scraping, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Site or any content on the Site.

12.2.11. Reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site to its source.

12.3. You also agree:

- 12.3.1. Not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our terms of Site and Conditions set out herein.
- 12.3.2. Not to access without authority, interfere with, damage or disrupt:
- 12.3.3. any part of the Site;
- 12.3.4. any equipment or network on which the Site are stored;
- 12.3.5. any software used in the provision of the Site; or
- 12.3.6. any equipment or network or software owned or used by any third party.

12.4. You may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, translate, adapt, create derivative works from, transfer, sell or otherwise exploit the Site or any content, information, software, products or services obtained from the Site, for any commercial purpose or enterprise, without our prior written permission.

Notwithstanding the preceding paragraph, you may display the pages of the Site and, subject to any expressly stated restrictions or limitations relating to specific material on the Site, electronically copy, download onto your personal computer, mobile device or other technology used to access the Site, and print single hard copy portions of the pages from the Site solely for your own personal, noncommercial, lawful use. If you make other use of the intellectual property on the Site, except as otherwise provided above, you may violate copyright and other laws of India, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use, including as set forth below.

13. Site provided for Information Purposes Only

13.1. All information, including any product information or selected information concerning diseases and their treatment that may be contained and referenced in the Site, or any such information that may be contained in any email or other form of communication received by you in response to an opt-in registration from this Site, is general in nature and for informational purposes only. In other words, the Site does not constitute solicitation or any kind of inducement to visit the Site nor is there any express or implied advertisement or promotion of our products taking place through your visiting the Site.

13.2. The Site is NOT intended to provide medical advice or intended to be relied on for medical diagnosis or treatment. You understand and agree that Roche does not use the Site to provide medical advice, financial advice, or legal advice, and you should not assume that information submitted through the Site is subject to health, financial, or legal privacy laws or regulations. Accordingly, you agree that you will not rely on any statements made on the Site as though it were professional advice. Always seek the advice of a physician or other qualified health care professional regarding any medical questions you may have. Do not ignore medical advice or delay obtaining medical advice based upon information contained and referenced in

the Site. The purchase and / or acquisition of any of our Products through the Site is by no means a substitute for any medical, legal or financial advice and, at all times, you are under an obligation and responsibility to ensure that you have taken and continue to take the relevant medical and personal advice necessary for the purposes of sale, acquisition and use of our products, whether through the Site or otherwise.

14. Intellectual Property

Roche is the owner of all intellectual property rights within the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. All text, graphics, interfaces, code, materials and artwork appearing on the Site, including the look and feel, selection and arrangement, design and organization of the Site, and the compilation of the content, code, data and materials on the Site, are the proprietary copyrighted work of Roche (or are used by Roche with appropriate permissions of any third party proprietors thereof) and are protected by Indian, and international copyright laws. Any reproduction, retransmission or other use is strictly prohibited as described below. Except as otherwise expressly stated, nothing contained herein shall be construed by implication, estoppel or otherwise to convey or grant any license or right under any copyright, patent, or trademark of Roche or any third party.

The collective work includes works that are licensed to Roche. Unless otherwise indicated on the Site, displayed trademarks, corporate logos, services marks, trade names and emblems (collectively, the "Marks") are subject to the trademark rights of, and are proprietary to, Roche, its subsidiaries and affiliates and their respective licensors. These Terms do not grant any license or other authorization to use the Marks.

15. Account and password security

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms Of Use and Terms of Sale.

16. Indemnification

You agree to indemnify, defend and hold harmless Roche, its officers, directors, employees, subcontractors and agents from and against all losses, expenses, claims, damages and costs, including reasonable attorneys' fees, resulting from your transmission of any message, content, information or other materials on or through the Site, your breach or violation of the law, your violation of any third party right, your violation of these Terms and Conditions, or any activity otherwise related to your use of the Site (including negligent or wrongful conduct).

17. Severability

If any of these Terms and Conditions of use should be determined to be illegal, invalid or otherwise unenforceable, to the extent that term or condition is illegal, invalid or unenforceable it shall be severed and deleted. The remaining terms and conditions shall survive and remain in full force and effect.

18. No Waiver

No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions of use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. For more information and to register for the NOD Educational course, please visit www.india.rdiabetescare.com