



Please read these terms and conditions carefully before using this site.

## Terms of website use

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.oncimmune.com](http://www.oncimmune.com) and [www.earlycdt-lung.com](http://www.earlycdt-lung.com) (our site(s)), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By accessing and using our site, you (“**you**” meaning the user or viewer) confirm that you accept these terms of use and that you agree to comply with them. The terms of use shall take effect from the date on which you first use the site and shall continue in full force and effect for the duration of time for which you use the site(s) or its services offered thereto.

If you do not agree to these terms of use, you must not use our site(s).

## Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Acceptable Use Policy is incorporated into these terms of use.
- Our Cookie Policy is incorporated into these terms of use, which sets out information about the cookies on our site.

## Information about us

[www.oncimmune.com](http://www.oncimmune.com) and [www.earlycdt-lung.com](http://www.earlycdt-lung.com) are sites operated by Oncimmune or the Oncimmune Group which shall include in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company (“**We**”). We are registered in England and Wales under company number 04606727 and have our registered office at MediCity – D6 Building, 1 Thane Road, Nottingham NG90 6BH.

## Changes to these terms

We may revise these terms of use at any time and without notice by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you. Your continued use of the site constitutes your agreement to all revised terms of use.

## **Changes to our site**

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## **Accessing our site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

You are responsible for ensuring use of the site is made in accordance with these terms of use such that in no way is any part of the site or any material therein be (or could be) interrupted, reproduced, stored, re-transmitted, published, damaged, rendered less efficient, corrupted or in any way impaired.

You must not perform any illegal activity, send any message or communication which is offensive, abusive, defamatory, obscene, menacing or illegal.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

## **Submission of information to the site**

You remain responsible for all information (which may include personal information) as defined under the Data Protection Act 2018 (**DPA**) which you choose to submit to the site.

By submitting information to the site, you agree to grant Oncimmune an irrevocable, free of charge, non-exclusive, worldwide perpetual licence to use the information in any way it deems appropriate. You shall retain the right to have any personally identifiable information destroyed and discontinued from further use at any time.

Further, by submitting information to the site you agree to receive communications from Oncimmune or one of its approved third party distributors regarding the availability of products or services detailed therein and you hereby consent to Oncimmune's use and storage of such data, which may be transferred to or accessible



by a parent or subsidiary of Oncimmune. Where you have expressed an interest in obtaining a product or service detailed on the site you hereby agree for Oncimmune to pass on your information (contact details) to an approved third-party distributor to enable such third party to allow you access to such products or services.

You may withdraw your consent at any time by emailing [contact@oncimmune.com](mailto:contact@oncimmune.com) or telephoning +44(0) 115 78405000 stating your withdrawal of consent and request for information held be destroyed (physical and electronic copies).

## **Your Account and password**

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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [contact@oncimmune.com](mailto:contact@oncimmune.com) or by writing to Oncimmune at its registered address.

## **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it including but not limited to text, graphics, software, images or such other material (“**material**”). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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You must not sell, publish or modify the paper or digital copies of any materials you have printed off or downloaded in any way or reproduce, display, distribute, store, re-transmit or otherwise use the material for any public or commercial purpose. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors which for the avoidance of doubt includes purposes of publicity, marketing, promotion and/or advertising without our prior written consent.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **No reliance on information**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

## **Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.
- If you are a business user, please note that in particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site which are provided solely as a convenience to you. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them and your access of them is entirely at your own risk.

In the event you enter into or seek to enter into a monetary transaction with a third party via material on our site, Oncimmune shall not be a party to such transactions and



will not be liable in contract, tort (including liability for negligence), or otherwise for any loss, cost of damage incurred arising thereto.

Oncimmune's total aggregate liability for any loss or damage arising out of, or in connection with use of the site shall not exceed the actual payment received by us from you for use of the site.

## **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. You must not attempt to reverse engineer, decipher, decompile or disassemble the site or any material therein or knowingly allow others to do so.

## **Use of cookies**

Our website uses cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree. These cookies allow us to distinguish you from other users of our website, which helps us to provide you with a good experience when you browse our website and also allows us to improve our site. The cookies we use are "analytical" cookies. They allow us to recognise and count the number of visitors and to see how visitors move around the site when they are using it. This helps us to improve the way our website works, for example by ensuring that users are finding what they are looking for easily.

## **Cookie policy**

This site uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyse how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.



## **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact us at [contact@oncimmune.com](mailto:contact@oncimmune.com)

## **Third party links and resources in our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information and convenience only.

We have no control over the contents of those sites or resources.

## **Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations arising hereunder to provide any product or service that is caused by events outside our reasonable control.

## **Applicable law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **Trademarks**

"ONCIMMUNE" and "EARLYCDT" (including any accompanying devices) are registered trade marks of Oncimmune Limited in certain jurisdictions: the unauthorised use of which may constitute an infringement of one or more of Oncimmune's intellectual property rights.

## **Indemnity**

You agree to defend, indemnify and hold harmless Oncimmune including its officers, agents servants and employees, from and against any claims, liabilities, damages, costs, actions or demands, including without limitation reasonable legal and accounting



costs howsoever arising or alleged to have arisen from your use or misuse of the material or your breach of these terms of use.

## **Termination**

In the event that you materially breach these terms of use, Oncimmune have the right to terminate these terms of use immediately and without.

## **General**

Access to the materials may not be legal by certain persons or in certain countries. If you access the site from outside of England and Wales you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The construction, validity and performance of these terms of use shall be governed in all respects by English law, and the parties agree to submit to the exclusive jurisdiction of the English courts.

If any provision of these terms of use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

No waiver of any term shall be deemed a further or continuing waiver of such term or any other term.

Except as expressly provided in a particular policy or material on particular web pages of the site, these terms of use constitute the entire agreement between you and Oncimmune with respect to the use of the site.

## **Emails**

E-mails, including any attachments, are intended only for the person or entity to which they are addressed and may contain confidential material. Any review, retransmission, distribution or other use of this information by persons or entities other than the intended recipient is prohibited. If you received an e-mail in error, please destroy any copies, contact the sender and delete the material from any computer.

The sender has taken every reasonable precaution to ensure that the email and its attachments do not contain any viruses or other malicious scripts; however the sender does not warrant that no such malicious viruses or malicious scripts are included in the email or its attachments. You are strongly advised to deploy your own controls against any such scripts.



## Contact us

To contact us, please email:  
[contact@oncimmune.com](mailto:contact@oncimmune.com)

Or write to us at:  
MediCity – D6 Building  
1 Thane Road  
Nottingham NG90 6BH  
UNITED KINGDOM

Thank you for visiting our site.