

By successfully submitting a request for use of EQ-5D via the EQ-5D Registration Form (Art. 1, sub d) on the EuroQol website and explicitly confirming acceptance of these Terms of Use in the EQ-5D Registration Form, which is confirmed with an e-mail from EuroQol with a request tracking number, the natural or legal registered person becomes a User ("User").

These terms of use ("**Terms of Use**") are developed by **STICHTING EUROQOL RESEARCH FOUNDATION, also trading as EUROQOL RESEARCH FOUNDATION**, a foundation incorporated under the laws of The Netherlands, having its registered office in Rotterdam, and its principal place of business in (3068 AV) Rotterdam at the Marten Meesweg 107, The Netherlands; (hereinafter: "**EuroQol**").

These Terms of Use apply between EuroQol and User regarding the registration process and the following process to obtain permission to use EQ-5D. The EQ-5D Registration Form can only be processed after acceptance of these Terms of Use. These Terms of Use are considered accepted by User, once the EQ-5D Registration Form is sent to EuroQol.

EuroQol reserves the right, at its discretion, to change, modify, add, or remove parts of this Website and of these Terms of Use at any time and without notice.

Article 1 - Definitions

The definitions stated below have the following meaning in the context of the standard terms and conditions set out in these Terms of Use.

- a) **Effective date** is the date these Terms of Use become effective, which is the date of acceptance of these Terms of Use by User;
- b) **EuroQol Office** is the Office where the daily business of EuroQol is administered: <https://euroqol.org/euroqol/euroqol-office-team/>
- c) **EQ-5D Registration Form** is the form on the EuroQol webpage for registering a request for use of any EQ-5D version: <https://euroqol.org/registration-form/>. Upon registration, the EuroQol Office will follow up with additional information about the applicable license policy;
- d) **Force Majeure** is an event or circumstance which is beyond the control and without the fault of the party affected and by which the party affected was unable to prevent that event. Force Majeure is as understood in these Terms of Use for all external causes, foreseeable or unforeseeable, to which EuroQol cannot influence and therefore is unable to fulfill obligations. These include, but are not limited to, fire, accident, illness, strike, riot, war, government action, long-term power outages, and terrorism;

- e) **IP Rights** means copyrights, neighbouring rights, patents, design rights, trademarks, service marks, database rights, know-how, trade or business names, rights in confidential information and all other intellectual property rights and rights of a similar nature, whether registered or unregistered and wherever in the world such rights arise. Licensor's intellectual property rights include the aforementioned rights regarding or in connection with EQ-5D (any version) and the name EQ-5D (any version);
- f) **Language** is a localized translation of the EQ-5D Paper version to be used within a Territory;
- g) **Moral Rights** are all existing and future worldwide rights of the creator, including but not limited to the use of and changing the name / title of EQ-5D, changes to or mutilation of EQ-5D;

Article 2 - What does acceptance of these Terms of Use mean?

1. These Terms of Use are conditions which User must agree to abide by in order to use EQ-5D and related services.
2. Acceptance of these Terms of Use by submitting the EQ-5D Registration Form allows EuroQol to review the information entered in the EQ-5D Registration Form to determine applicable license policy to the User.
3. By accepting these Terms of Use, User promises that all the information provided at registration is accurate and will be updated by User accordingly if necessary before acceptance.
4. We also have a privacy policy which sets out how we handle personal data that you may provide or that we may collect. The privacy policy is available on our website.
5. Acceptance of these Terms of Use **does not imply a purchase of a license**.
6. You are not obliged to purchase a license once the EQ-5D Registration Form is submitted.
7. By accepting these Terms of Use, EuroQol **has not provided written permission** for the use of the requested Language(s). You are not permitted to use EQ-5D versions based on merely the acceptance of these Terms of Use.

Article 3 – What is the process after submitting the EQ-5D Registration Form?

1. Upon receipt of the registration of User, User shall receive an automatic reply from EuroQol with a confirmation of the registration and an ID registration number.
2. The EuroQol Office will contact User by e-mail with information about the applicable license policy for use of the requested Language(s). The applicable Terms of Use or a

quote with the calculation of the license fee will be sent to User. Upon approval of the Terms of Use, User receives the Language(s). In the event of approval of the license fee, User receives the draft agreement(s) for review.

3. If additional information is needed, the EuroQol Office will send an e-mail to User for a request for additional information.

Article 4 – Why is a license for use of an EQ-5D version needed?

All IP Rights in, or in connection with any EQ-5D version are vested in EuroQol and shall remain the exclusive property of EuroQol.

Article 5 – What if I want to use the same Language(s) in another study/project/trial?

For the use of the requested Language(s) or any other EQ-5D version in a new study/project/trial, please submit a new request by using the registration form on www.euroqol.org.

Article 6 – What if I want to collaborate with another party in using the EQ-5D version(s) ?

1. In case User wishes to engage third parties or personnel not employed by User to carry out the administrative activities with respect to the EQ-5D version, User is required to notify EuroQol by e-mail of their collaboration by providing EuroQol with their names and contact details.
2. EuroQol shall inform User the applicable license policy for the third party.

Article 7 – Can I cancel the use of EQ-5D for my study/project/trial?

Please inform the EuroQol Office if you wish to cancel your request. In case of a commercial requester, cancellation can only be taken into consideration if there is no license agreement in place (yet) and delivery of the requested languages has not taken place. Only in exceptional cases cancellation of a fully executed license agreement can be reviewed.

Article 8 – What happens in the event damage occurs?

In the event of damage, the following conditions shall apply:

- a) EuroQol shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) arising from the use of the EuroQol Registration Form.
- b) EuroQol is not liable in the event of:
 - i. damage which is attributable to User;
 - ii. Force Majeure.

- c) The limitations and exclusions of liability mentioned in this Article 8 shall not apply in the event and to the extent that the damage is the result of the intent or gross negligence of EuroQol or its executive staff.

Article 9 – What is the procedure in the event of a dispute?

In the event a dispute arises between EuroQol and User, both parties shall first negotiate in good faith for a friendly settlement. If a settlement is not feasible, the following shall apply:

A. If User is vested in the EU

1. If Requester is vested in the EU these Terms of Use shall be governed by, and construed in accordance with, the laws of the Netherlands.
2. All disputes arising out, or in connection with these Terms of Use shall be finally settled by the competent court in Rotterdam, the Netherlands.

B. If User is vested outside the EU

1. If Requester is vested outside the EU, any dispute arising out of, or in connection with these Terms of Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the International Chamber of Commerce Rules for Arbitration (“ICC Rules”) for the time being in force, which rules are deemed to be incorporated by reference.
2. The number of arbiters shall be one (1) and shall be appointed by the Court of Arbitration. In principle, the arbiter shall not have the nationality of either of the parties. The place of arbitration shall be Rotterdam. The arbitral procedure shall be conducted in the English language. The arbitral court shall decide in accordance with the rules of law.
3. Notwithstanding the foregoing, nothing shall affect either party’s right to seek an immediate remedy of an injunction, specific performance or similar court order to enforce the defaulting party’s obligations.
4. These Terms of Use shall be governed by and construed in accordance with the laws of the Netherlands.

(Version 1.1, JULY 2019)