

MOSAIC CLOUD - TERMS OF USE

Version 1.1

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1. Purpose of the Agreement

This User Agreement (“Agreement”) governs your use of the Mosaic Cloud application (“Application”), provided by BC Platforms AG and its subsidiaries (“BC Platforms,” “we,” “us”). By accepting this Agreement, you acknowledge that your access to the Application is subject to the terms below.

More detailed information on the terms related to data processing can be found in the Privacy Policy.

2. Acceptance of the Terms

By clicking “I Agree” or by accessing or using the Application, you confirm that you:

- accept this Agreement,
- are authorized by your employer or organization to use the Application, and
- agree to comply with all applicable laws, internal organizational requirements, and the terms stated herein.

If you do not agree, you must not use the Application.

3. Definitions

- **“User”** means an individual authorized to access Mosaic Cloud.
- **“Data Controller”** means BC Platforms AG or, for analysis datasets, the relevant pharma sponsor or data partner.
- **“Data Processor”** means entities processing data on behalf of the Data Controller, including BC Platforms subsidiaries and approved subcontractors.
- **“Application”** means the Mosaic Cloud environment, including research tools, analytics functions, and administrative interfaces.
- **“Personal Data”** means user account data and other data defined in the Privacy Policy.
- **“Research/Analysis Data”** means pseudonymised or anonymised health data processed within the system.

4. Access to Mosaic Cloud

Access is granted strictly for professional, authorized purposes. You must:

- keep credentials confidential,
- use only your assigned, individual account,
- immediately report any suspected unauthorized access.

BC Platforms may suspend or revoke access at its discretion for security or compliance reasons.

5. User Responsibilities and Acceptable Use

5.1 Account Security

You must maintain your credentials securely and not share them with others. You are responsible for all activity performed under your account.

5.2 Prohibited Activities

You may not:

- attempt to re-identify pseudonymised or anonymised data,
- copy, download, export, or extract research data except as explicitly permitted,
- circumvent security or access controls,
- interfere with system functionality,
- use the Application for unlawful, unethical, or unauthorized purposes,
- upload harmful code or compromise system integrity.

5.3 Confidentiality

All data accessed within Mosaic Cloud is confidential. You must comply with confidentiality obligations applicable under your employment, client contracts, or partner agreements.

6. Roles of the Parties

6.1 Data Controller

For user account data:

BC Platforms AG

Bleicherweg 10, 8002 Zürich, Switzerland.

For research datasets:

The relevant pharma sponsor or data partner is the Data Controller, unless otherwise agreed in writing.

6.2 Data Processors

BC Platforms subsidiaries and approved sub-processors may process data on behalf of the Data Controller, including hosting providers (e.g., AWS) and technical support personnel.

6.3 User Role

Users act as authorized individuals under the instructions of their employer or organization. Users must comply with this Agreement and any internal instructions provided.

7. Personal Data Processing

7.1 Categories of Data

The Application processes:

- user identification and account data,
- usage logs and audit trail information,
- support information you voluntarily provide.

7.2 Purpose of Processing

Personal data is processed to:

- operate and secure the Application,
- authenticate users,
- provide support,
- meet regulatory and security requirements,
- improve the Application.

7.3 Legal Basis

Depending on your organization's setup, processing may rely on:

- performance of a contract (Terms of Use or service agreement),
- legitimate interests (secure and functional Application),
- compliance with regulatory requirements.

7.4 Rights of the User

Users may exercise rights of access, rectification, restriction, objection, and other GDPR/Swiss/APPI/UK-GDPR rights by contacting: dpo@bcplatforms.com.

7.5 HIPAA-Specific Roles

If PHI is ever processed, BC Platforms acts as a Business Associate and complies with HIPAA requirements (as outlined in the Privacy Policy).

8. International Data Transfers

Where data is transferred internationally (e.g., to the US or Asia), appropriate transfer mechanisms are applied, including SCCs, the EU–US and Swiss–US DPF frameworks, and transfer impact assessments.

For further information on data processing within the Application, please see the Privacy Policy.

9. Data Security & Compliance

BC Platforms maintains an ISO 27001–certified Information Security Management System and uses industry-standard administrative, physical, and technical safeguards, including:

- access controls,
- encryption at rest and in transit,
- audit logging,
- secure cloud infrastructure,
- incident response procedures.

10. Service Availability and System Changes

The Application may evolve over time. Features may be added, modified, or removed. Reasonable efforts are made to ensure availability, but uninterrupted service at all times is not guaranteed.

Users will be notified of maintenance windows or outages in the Application.

11. Intellectual Property Rights

All intellectual property in the Application remains the exclusive property of BC Platforms or its licensors. Users receive a limited, revocable license to use the Application strictly for authorized purposes.

12. Third-Party Services and Sub-processors

The Application uses carefully selected sub-processors for hosting, support, and system functionality. These providers operate under data protection agreements ensuring compliance.

A full list of sub-processors can be found in the Privacy Policy.

13. Liability and Indemnification

Users agree to use the Application responsibly and in compliance with instructions. BC Platforms is not liable for:

- misuse of accounts,
- unauthorized access resulting from user negligence,
- any attempts to re-identify pseudonymised data,
- violations of this Agreement or applicable laws by the User.

14. Termination of Access

BC Platforms or your employer may suspend or terminate your access if:

- you violate the Agreement,
- security risks arise,
- the project or client relationship ends.

Upon termination, all obligations related to confidentiality and data protection remain in force.

15. Updates to the Terms of Use

This Agreement may be updated occasionally. Users will be notified of material changes, and continued use of the Application constitutes acceptance of the updated terms.

16. Governing Law

This Agreement is governed by Swiss law, unless otherwise required by mandatory local legislation or agreed in writing.

17. Contact Information

For questions about this Agreement or data processing, contact:

BC Platforms AG

Data Protection Officer

dpo@bcplatforms.com