

Terms and Conditions MVS Pharma GmbH

Last Updated: July 12, 2025

These Terms and Conditions ("Terms") govern your use of the website located at <https://mvs-pharma.com> ("Website"), operated by **MVS Pharma GmbH** ("Company," "we," "us," or "our"), and any products or services offered via the Website.

By accessing or using this Website, you agree to be legally bound by these Terms, our [Privacy Policy](#), and [Cookie Policy](#). If you do not agree, please do not use the Website.

1. Scope of Application

These Terms apply to all users of this Website and all transactions related to products or services we provide via this Website. Additional agreements may apply depending on your relationship with us (e.g. purchase contracts, service agreements). In case of conflict, those specific agreements will take precedence.

2. Legal Capacity and Acceptance

You must be at least 18 years old or have legal capacity in your country to accept these Terms. By continuing to use our Website, you affirm that you meet this requirement and agree to comply with applicable laws and regulations.

3. Intellectual Property Rights

All content on this Website, including but not limited to text, graphics, code, images, trademarks, and databases, is owned or licensed by MVS Pharma GmbH and is protected by copyright and intellectual property laws.

You may not, without our written permission:

- Reproduce, copy, download, transmit, modify, sell, or commercially exploit any content
- Use our name, logos, or branding

- Reverse engineer, scrape, or data-mine this Website or its infrastructure

Exceptions apply for legal citations, press coverage, or uses permitted by law.

4. Newsletter Sharing

You may forward our email newsletter to individuals who may be interested, provided it is not altered or misused.

5. Third-party Websites and Content

Our Website may link to third-party websites or services for your convenience. We do not control, endorse, or assume liability for any third-party content, practices, or policies. You are responsible for reviewing their terms and policies before interacting.

6. Acceptable Use

You agree not to misuse this Website or its services. Prohibited uses include:

- Uploading or linking to malicious software
- Spamming, phishing, or harvesting data
- Circumventing security features
- Violating any law or regulation
- Interfering with the site's performance or access

We reserve the right to restrict access or take legal action in the event of misuse.

7. User Content and Idea Submissions

Unsolicited ideas (e.g., product concepts, designs) should not be submitted unless covered by a separate Non-Disclosure Agreement (NDA). If submitted without an NDA, you grant us a **non-exclusive, royalty-free, perpetual, worldwide license** to use, reproduce, and share the content.

8. Service Availability and Modifications

We may temporarily or permanently suspend or alter the Website or any services at our discretion, without liability. Features may be changed or discontinued with or without notice.

9. No Warranties

We provide this Website and its contents on an “**as is**” and “**as available**” basis. We disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.

We do not warrant:

- That the Website will be error-free or uninterrupted
 - That any information is accurate or up to date
 - That the Website is secure or free from viruses
-

10. Limitation of Liability

To the extent allowed by law, MVS Pharma GmbH shall not be liable for any direct, indirect, incidental, special, or consequential damages, including:

- Lost profits or business
- Data loss or corruption
- Inability to use the Website or services

Our total liability shall not exceed the amount you paid to us for a product or service directly related to the claim.

11. Indemnity

You agree to indemnify and hold harmless MVS Pharma GmbH from any claims, damages, or expenses arising from:

- Your use of the Website
- Your breach of these Terms
- Any violation of third-party rights

12. Privacy and Data Protection

Your use of the Website is subject to our [Privacy Policy](#), which complies with the **General Data Protection Regulation (GDPR)**, **California Consumer Privacy Act (CCPA)**, and other applicable laws.

13. Export Controls

You may not use, export, or re-export our products or Website in violation of German or EU export laws. This Website may not be used in jurisdictions where it is restricted by law.

14. Assignment

You may not transfer your rights or obligations under these Terms without our prior written consent. We may transfer our rights without notice or consent.

15. Breaches and Enforcement

If you breach these Terms, we may:

- Suspend or block your access
- Notify authorities or legal parties
- Pursue any legal remedy

Our failure to enforce any provision does not waive our right to enforce it later.

16. Entire Agreement

These Terms, along with our Privacy and Cookie Policies, constitute the entire agreement between you and MVS Pharma GmbH. No other terms apply unless agreed in writing.

17. Updates to These Terms

We may revise these Terms at any time. The updated version will be published on this page and take effect upon publication. Continued use after updates constitutes acceptance.

For major changes, we may notify you via email or pop-up banner.

18. Governing Law and Jurisdiction

These Terms are governed by the laws of **Germany**, excluding its conflict of law rules. Any disputes shall be subject to the exclusive jurisdiction of the **courts of Germany**.

If a provision is found unenforceable, it shall be modified or removed to the extent necessary, without affecting the remaining Terms.

19. Language

These Terms and Conditions are written in English. All communications and notices shall be in English.

20. Contact

This Website is owned and operated by:

MVS Pharma GmbH

Email: info@mvs-pharma.com

Address: Headquarters, Germany - MVS Pharma GmbH, Leinfelder Str. 64; D-70771
Leinfelden-Echterdingen