

#### **BIOEVENTS TERMS OF USE**

This website is owned and operated by Bioevents, with its principal place of business at 26 Habarzel Street, Tel Aviv, Israel ("Bioevents", "we", "our", or "us").

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE (THE "TERMS"), BECAUSE THEY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU, THE INDIVIDUAL OR ENTITY ACCESSING OR USING THE WEBSITE, AND BIOEVENTS. BY ACCESSING THE WEBSITE OR BY USING IT IN ANY OTHER MANNER, YOU SIGNIFY YOUR ACCEPTANCE OF THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT ACCESS OR USE THE WEBSITE IN ANY MANNER.

WE RESPECT YOUR PRIVACY. PLEASE READ OUR <u>PRIVACY POLICY</u>, AS IT FORMS AN INTEGRAL PART OF THE TERMS.

## About Our Websites and Services

Bioevents initiates and facilitates conferences and events in the biomedical industry to enable professionals in the biomedical community to engage with each other and share innovative new ideas and research.

For simplicity, we will refer to our congresses and events collectively as "Congresses". The Congresses, together with our websites which contain data and registration options for Congresses will be collectively referred to as "Services".

Our main and central website is <u>www.bioevents.net</u> (the "Website"). If you wish to learn more about a Congress or register for a Congress, you may click on one of the multiple links that we have on the Website for each individual Congress.

Each Congress has its own website. The Website along with all of the individual Congress's websites are owned and operated by Bioevents and together will be collectively referred to as the "Websites". All Websites are subject to the Terms and our <u>privacy policy</u>.

From time to time, we may modify or enhance the Websites, and may offer additional features. The additional features may be governed by additional or different terms.

## **Grant of Right**

Subject to the Terms, we grant you a worldwide, limited, non-exclusive, revocable, non-transferable right to use the Websites for your personal purposes only. You may use the Websites' features that we make available for their intended purpose only. Except as explicitly provided in the Terms, you may not use the Websites for any other purpose.

#### Acceptable Use of the Websites

You may not access or use the Websites-

• for or in connection with any activity which constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local,

state, national, foreign law or industry standard, including, without limitation, any applicable laws and regulations governing intellectual property, privacy, defamation, fraud, mass email, spam, harassment, obscenity, hate-speech, export control, consumer protection, unfair competition and false advertising, or any other deceptive practices;

- to upload, post, email, transmit, record, provide a recording, or otherwise make available any information and materials that infringe a third-party's right, especially privacy, publicity and intellectual property rights; software viruses, trojan horses, worms, and any other malicious application to computers and networks;
- to develop or create a similar or competitive product or service to the Websites.

From time to time, we may publish additional Websites usage guidelines. You hereby undertake to abide by these guidelines. You further undertake to comply with all applicable laws and regulations.

# **Restrictions**

YOU MAY NOT USE THE WEBSITES FOR ANY COMMERCIAL OR BUSINESS PURPOSE THAT IS NOT EXPRESSLY PERMITTED BY THE TERMS, INCLUDING, BUT NOT LIMITED TO, PROVIDING THE WEBSITES TO THIRD-PARTIES BY RESELLING, LICENSING, RENTING, LEASING, TRANSFERRING, LENDING, TIMESHARING, ASSIGNING, MIRRORING, REDISTRIBUTING OR DISPLAYING THE WEBSITES, OR ANY PART THEREOF, WITHOUT OUR PRIOR WRITTEN AND EXPLICIT PERMISSION.

Without limiting the aforesaid, you may not-

- modify any material or content we make available on the Websites, except as expressly permitted under the terms;
- engage in or attempt to engage in any form of testing, scanning, crawling, scraping, probing, robotic navigating, bulk extracting or hacking the Websites;
- interfere with, burden or disrupt the functionality of the Websites;
- circumvent, impair or manipulate the operation of the Websites;
- work around or circumvent any technical limitations in the Websites or use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Websites;
- embed, frame or otherwise link directly to the Websites, from any other web-page, application or other resource, without our prior written permission;
- engage in any false, misleading or deceptive acts or practices involving the Websites or your identity, agency or affiliation with any person or entity;
- breach the security of the Websites, or any network or server used by the Websites.

Please note that we may, at any time and at our sole discretion, delete any material from our servers, in whole or in part.

## **Requests to Remove Content**

We respect the rights of our users and any other person. Hence, if you believe that your rights are abused on the Websites, please contact us at <u>info@bioevents-congress.com</u>. We may ask you to provide us with additional information that we need in order to process your complaint. We will make reasonable efforts to review your complaint and respond promptly. Please note that we will not respond to anonymous complaints.

## **Correction of Errors**

We make efforts to ensure the reliability and availability of the Websites. However, errors, mistakes, and malfunctions may occur from time to time. Please help us to maintain a high level of service by contacting us at <u>info@bioevents-congress.com</u> and report about these errors, mistakes, or malfunctions.

## <u>Links</u>

The Websites may contain links to other websites, information, or content provided by third-parties. We do not operate or monitor these third-party websites and content. You may find them, or the information and content posted therein, not compatible with your requirements, objectionable, annoying, improper, unlawful or immoral.

By linking to a certain website, we do not endorse, sponsor its content, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility for such third-party websites or content, their availability, or any transactions made between you and such third-party websites.

We will not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods, or services available on or through any third-party websites or content.

#### Intellectual Property

All rights, titles, and interests in and to the Websites, including without limitation any articles, images, audio, video, graphic design, data and its processing, source code, markup code, and any other detail concerning the Websites' operations, including, without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets, work methods, processes, and other intellectual property rights, whether registered or not, and any goodwill associated therewith, are owned by, or licensed to Bioevents and/or its affiliates.

Unless as expressly provided under the Terms, we do not grant you any rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names, or any other rights, functions, or licenses with respect to the Websites.

Unless as expressly permitted in the Terms, you may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Websites or any part thereof, either by yourself or by a third-party on your behalf, in any way or by any means, including, but not limited to, electronic, mechanical or optical means, without our prior express written authorization.

Trademarks in the Websites, whether registered or not, Bioevents and/or its affiliates' names and logos, as well as the Websites' domain names – are our sole property. You may not use them, or any confusingly similar mark or text, without our prior express written consent.

We do not claim ownership over your information. However, you hereby grant us a license and permission, which survive any termination of the Terms, to use and process any information you share with us through our Websites and Services, for the purposes under the Terms and our <u>privacy policy</u>.

## **Changes and Availability**

We may from time to time change the Websites' structures, layouts, designs or displays, as well as the scope and availability of the information and content therein, without giving any prior notice. Changes of these characters by their very nature are likely to result in glitches or cause inconvenience. We will not be held responsible for any outcome of these changes, and failures resulting from them.

## **Termination of Websites' Operation**

We may, at any time and at our sole discretion, discontinue, temporarily or permanently, the operation of the Websites, or any part thereof, without prior notice. As such, and to the maximum extent permitted by applicable law, we may block, remove, or delete any content from the Websites without maintaining any backup copy.

## **Changes to Terms**

From time to time, we may change the Terms to meet technical, operational, and legal changes. We will post a notice about changes made to the Terms on the Websites and, where required by applicable law, also send you a notice by email, within a reasonable time, before these changes take effect. By continuing to use the Websites after the new changes have taken effect, you indicate your agreement to such changes.

## **Disclaimer of Warranty**

YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITES ARE PROVIDED FOR USE "AS IS", WITHOUT ANY WARRANTIES OF ACCURACY, RELIABILITY, LIKELY-RESULT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, OR BEING UP-TO-DATE. ANY USAGE OF THE WEBSITES IS AT YOUR SOLE AND EXCLUSIVE RISK.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE WEBSITES, THE ACCURACY, RELIABILITY, ADEQUACY, OR COMPLETENESS OF THE WEBSITES, OR ANY OTHER MATERIAL PROVIDED BY ANY LINK TO ANOTHER WEBSITE OR SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, LIKELY-RESULT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF THE WEBSITES WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THE TERMS, WILL BE DEEMED TO BE A WARRANTY BY US FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF US WHATSOEVER.

We will make efforts to run the Websites efficiently and accessible at all times. However, the Websites' operation is dependent upon various factors such as software, hardware, and communication

networks. By their nature, these factors are not fault free. We do not warrant that the Websites will operate in an uninterrupted or error-free manner, or that the Websites will always be available, free from all harmful components, or that at all times the Websites will completely safe, and secured from unauthorized access to our computers, immune from damages, free of malfunctions, bugs or failures, including but not limited to, hardware failures, software failures and software communication failures, originating either in us or any other service provider. Such incidents will not be considered as a breach of the Terms.

# Limitation of Liability

WE, AND OUR EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, OR ANYONE ACTING ON OUR BEHALF WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON WITH RESPECT TO THE WEBSITES' PROPERTIES, ABILITIES, LIMITATIONS, FITNESS TO YOUR NEEDS, OR WITH RESPECT TO ANY CONTENT AVAILABLE ON OR UNAVAILABLE THROUGH THE WEBSITES AND/OR THE SERVICES.

WE, AND OUR EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, OR ANYONE ACTING ON OUR BEHALF, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE WEBSITES, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE WEBSITES, OR FROM ANY FAULT OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON OUR BEHALF, OR FROM YOUR OWN RELIANCE ON THE CONTENT OR ON MATERIAL ORIGINATING FROM THIRD-PARTIES, OR FROM ANY COMMUNICATION WITH US OR WITH OTHER USERS IN CONNECTION WITH THE WEBSITES – WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COSTS, EXPENSES OR PAYMENTS.

# **Indemnification**

You will indemnify, defend, and hold harmless us, our employees, directors, shareholders, advisors, or anyone acting on our behalf with respect of any claim, demand, damage, loss (including loss of profit), payment, or expense, including legal expenses and attorney fees that we incur in connection with your breach of the Terms or an unlawful or tortuous action or inaction by you with respect to the Websites and/or the Services.

## **Governing Law and Jurisdiction**

The Terms, Websites, Services, and any claim, cause of action or dispute arising out of or related thereto, will be governed solely by the laws of the State of Israel, regardless of your country of origin or where you access the Websites, and without giving effect to any conflicts of law principles, which would result in the application of the laws of a jurisdiction other than the State of Israel.

The competent courts in Tel Aviv, Israel will have sole and exclusive jurisdiction over any claim in connection with the Websites and in respect of any matter relating to the validity, applicability, performance, or interpretation of the Terms.

You hereby agree to such exclusive governing law jurisdiction, accept service of process by any means permitted by applicable law, and waive any jurisdictional, conflict of law, or venue defenses otherwise available to you.

# <u>General</u>

The Terms along with our <u>privacy policy</u> constitute the entire agreement between you and Bioevents with respect to the use of the Websites and Services and supersede any and all agreements, negotiations and understandings, whether written or oral, about the Websites and/or the Services.

No waiver, concession, extension, representation, alteration, addition or derogation from the Terms will be effective unless effected expressly in writing and expressly.

## No Assignment

You may not assign or transfer your rights or obligations under the Terms. Any attempted or actual assignment or transfer by you will be null and void.

We may assign or transfer our rights or obligations under the Terms to any of our affiliates or thirdparties, provided, however, that your rights under the Terms are not compromised by such assignment or transfer.

#### **Interpretation**

The paragraph headings herein are intended solely for the purpose of orientation and reading convenience and will not be used for interpretation purposes.

#### **Severability**

If any provision of the Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of the Terms will remain in full force and effect, to the maximum extent.

## Contact Us

You may contact us with any question about the Websites and/or the Services by emailing us at <u>info@bioevents-congress.com</u>. We will make efforts to address your inquiry promptly.

Last updated on November 21, 2018.