

General terms and conditions of Biowebspin Partnering Platforms and Service for Academics.

Preamble: Biowebspin terms and conditions

Biowebspin SA ('Biowebspin') operates an Internet Platforms which is accessible at the address www.biowebspin.com using available technologies and a computer or a mobile terminal and enabling Users to create and publish their professional profile online under certain conditions in order to develop their professional network, to find professional opportunities, exchange ideas, participate in discussions, advertise their company or use Biowebspin tools and functionalities ('Website').

The "Members" have registered on the Website and by doing so, accepted the Terms and Conditions and the Privacy Policy of the said Website (available at <http://www.biowebspin.com/more/privacy-policy/>) which form a contract between Biowebspin and the User, giving the User access to the free functionalities on the said Website under the stipulated conditions.

Members who want to access Biowebspin Partnering Service ('The Service') shall also accept the Terms and Conditions and the Privacy Policy below, which will form another contract between Biowebspin and these Members (hereafter referred as Users). If a User refuses to comply with any of these Terms and Conditions, a User is invited to not access the Service.

1. General provisions

1.1. The Service is a business service provided by Biowebspin on the specific section 'Biowebspin Partnering Platforms' of its Website (Hereafter called 'Platforms'). The Platforms are web-based platforms designed as places for meetings of professionals representing academics, academics organizations or small companies (such as researchers, clinicians or tech transfers professionals, start-ups, etc) looking for partners on specific topics and potential partners interested by different kind of collaborations or partnerships on these topics.

1.2. Users can access the Platforms or the Service as professionals looking for partners on a specific topic ("Partner Seekers") and as professionals potentially interested in the topic ("Potential Partners"). Biowebspin will manage the authorization of the Partner Seekers and the Potential Partners to access different Platforms depending on the topic and subscription plans described in separate document (See Price and Payment agreement contract). By accessing the Platforms or the Service will be designated as "Authorized User", and will be able to access an individual account on the Platforms or the Service through which they can access general or specific information.

1.3. Any Authorized User who use the Platforms or the Service, either on behalf of a legal entity (company) or on behalf of a third party individual, guarantees and justifies appropriately that he is the legal representative of the concerned legal entity or third party individual or has the written authority required to use the Platforms and the Service and to create the Account and to use and disclosure of information belonging to such legal entity or third party individual.

1.4. Authorized Users who accesses the Platforms or the Service and/or creates an Account recognize and declare that they have read the present Terms and Conditions. In addition, by accessing the Platforms and/or creating an Account, Authorized Users declare that they understood, accept and bind themselves to comply with the present Terms and Conditions. If disagreed with the present Terms and Conditions, Authorized User is obliged not to create an Account and not to access the Platforms or the Service.

1.5. BIOWEBSPIN reserves the right, if the need arises, to modify the Terms and Conditions at any time. Authorized Users will be notified personally of such amendments. Authorized Users who do not agree to abide by the Terms and Conditions after such amendment must stop to access the Platforms and delete their Account.

1.6. BIOWEBSPIN and the Platforms or the Service are not subjects to supervision by FINMA (the Swiss Financial Market Supervisory Authority). They do not fall under the regulation of financial markets and in particular the CISA (the Federal Act on Collective Investment Schemes).

1.7. Authorized Users are prohibited from using the BIOWEBSPIN and the web site to promote activities and financial services in particular with regard to investment advice which could subject BIOWEBSPIN and the Platforms or the Service to monitoring by FINMA or bring BIOWEBSPIN within the scope of CISA.

1.8. The Platforms and their content are not directed at, or intended for distribution to, any person or entity who is a citizen or resident of, or located or established in, any jurisdiction where the use of the Platforms or direct investments would be contrary to applicable law or regulation or would subject BIOWEBSPIN to any registration and/or licensing requirements and/or to any supervision in such jurisdiction. Users covenant that they are not subject to legal or regulatory restrictions which may affect their eligibility to access the platforms or the service, create an account or to participate in any transaction in connection with the platforms or the service. Professional legal advice shall be sought in case of any doubt. users are in particular solely responsible for the Swiss federal and local tax consequences, the U.S. federal tax consequences as well as any other tax consequences under the law of any state or relevant local authority and shall seek professional advice in case of any doubt.

2. The Ecosystem

2.1. The Platforms contain a section (the "Ecosystem") where Academic proposals from the Partner Seeker will be posted (the "Academic proposal"). Academic proposal can be anonymous or not. Academic proposal are of two types: licensing opportunities, posted in the section "licensing opportunities" ("The Licensing Opportunities") or the other partnering opportunities, posted in the section "Partnering proposals" ("The Partnering Academic proposals").

2.2. To the extent a Partner Seeker delivers the information for the Academic proposal to Biowebspin, the Partner Seeker is solely responsible for such Academic proposal. This includes any formal control, updating, amending and deleting of any information contained in the Academic proposal. Partner Seekers commit to ensure that none of the information contained in the Academic proposal is false or misleading.

2.3. The Partnering Academic proposals are accessible only to Authorized Users. The Licensing Opportunities can be accessible by any individuals, if the Partner Seeker asks or posts it.

3. Answers to Academic proposals

3.1. Potential Partners may submit answers to Academic proposals, such as meeting request, feedbacks and other data, (the "**Answers to Academic proposal**"). The submission of Answers to Academic proposals of Potential Partners and their terms and conditions is subject to a separate agreement between BIOWEBSPIN and the Partner Seeker.

3.2. BIOWEBSPIN is not responsible for the quality of the Answers to Academic proposals.

4. Price and Payment

Posting an Academic proposal is free of charge. The Potential Partner should take a subscription plans described in the separate document (See Price and Payment agreement contract)

5. Other services

5.1. Upon request of Partner Seekers, BIOWEBSPIN may provide services delivered by third parties that are not directly related to the Platforms, including consulting services for Partner Seekers. Such services are subject to separate agreements and the present Terms do not apply.

6. No liability

6.1. To the extent permitted under applicable law, BIOWEBSPIN, and any of its employees, officers, directors or affiliates (each a "BIOWEBSPIN Person"), waive all liability for any direct, indirect, consequential or special losses or damages of any kind whatsoever, arising from, or in connection with, the use of the Platforms or the Service, including authorized or unauthorized third party use of Accounts, or any reliance on any of the content provided on the Platforms.

6.2. Users shall hold BIOWEBSPIN and BIOWEBSPIN Persons harmless against any damage arising from their use of the Platforms and the Service. In particular, Users shall indemnify BIOWEBSPIN and BIOWEBSPIN Persons for, and hold BIOWEBSPIN and BIOWEBSPIN Persons harmless from, any claim (including legal and attorneys' fees) by any third party in connection with their use of the Platforms, including authorized or unauthorized third party use of Accounts.

6.3. BIOWEBSPIN uses reasonable efforts to obtain information from sources which BIOWEBSPIN believes to be reliable. However, BIOWEBSPIN does not endorse, support, represent or warrant for accuracy, completeness or reliability of any content, information, opinion or forecast provided on the Platforms or the Service by the Users.

6.4. BIOWEBSPIN provides the Platforms and the Service and all content thereon for information purposes only, without express or implied warranties of any kind. BIOWEBSPIN does not solicit any offer, or advice or recommendation to conclude any transaction of any kind whatsoever.

6.5. BIOWEBSPIN does not warrant for uninterrupted and/or error-free availability and/or accessibility of the Platforms or the Service, nor for continuous availability of information once provided on the Platforms at all times.

6.6. BIOWEBSPIN reserves the right to temporarily or definitively, partially or completely block or cancel any Account at any time for any reason without notice. BIOWEBSPIN excludes all liability for the loss of any content and any other loss, loss of profit or any other damage that might arise in connection with the blocking or cancellation of any Account.

6.7. The Platforms may include advertisements or similar content, and Users have no claim against BIOWEBSPIN for the placement of advertising or similar content on the Platforms or in connection with the display of such content.

6.8. The Platforms may contain links to other websites. BIOWEBSPIN is not responsible for the content, accuracy or opinions on such websites and such websites are not investigated, monitored or checked for accuracy or completeness.

7. Privacy policy

7.1. BIOWEBSPIN may process a variety of information provided by and collected from Users. Such information includes a log of all IP addresses accessing the Platforms, information regarding User activity on the Platforms, personal and other information provided in the registration process, information contained in Academic proposals and Answers to Academic proposals, information regarding actions made by Potential Partners and accepted by Partner Seekers, messages exchanged between Users and BIOWEBSPIN, information collected from third parties and other websites, such as social networks, emails and any other information BIOWEBSPIN obtains through operating the Platforms and the Service ("User Information").

7.2. BIOWEBSPIN may process User Information in order to customize the content and advertising on the Platforms, conduct analysis and research, improve products and services and provide statistics. Therefore, the User's internet browser may allow the Platforms to install "cookies" (anonymous text files) on the User's device. Users may block "cookies" via the settings of their internet browser. Blocking "cookies" may affect the proper functioning of the Platforms.

7.3. BIOWEBSPIN MAY TRANSFER USER INFORMATION WITHIN SWITZERLAND AND/OR TO OTHER COUNTRIES for storage, processing and use by BIOWEBSPIN, its partners, affiliates and third party service providers.

7.4. By accepting the present Terms, Users expressly allow BIOWEBSPIN to process the User Information (as defined in Section 7.1) only in the frame of and for the purpose of Biowebspin's services to be performed according to the Service. The Terms does neither entail any assignment of nor any license grant in any intellectual property rights and/or copyrights owned by the User apart from the grant of the User of the right to use the content provided by the User to Biowebspin in the frame of the Service.

7.5. BIOWEBSPIN uses industry-standard security measures to protect User Information against loss, misuse and alteration. BIOWEBSPIN stores User Information in a secure operating environment that is not available to the public, but BIOWEBSPIN cannot guarantee for complete security.

7.6. BIOWEBSPIN reserves the right to disclose User Information in the event of a warrant, court order or legal action requiring BIOWEBSPIN to disclose such information or if BIOWEBSPIN considers disclosure necessary in order to comply with the law or to protect its rights and other interests, such as to prevent fraud or imminent harm and ensuring the security of BIOWEBSPIN's network.

7.7. Users shall not share or make publicly available any content of the Platforms, excepted if it is mentioned expressly on the Platform.

7.8. Users may at any time contact BIOWEBSPIN at **contact@biowebspin.com** in order to ask for correction or cancellation of wrongful or misleading information relative to such User. BIOWEBSPIN will in such case verify whether such User Information is wrongful or misleading and decide accordingly to keep, correct or cancel such information.

8. Intellectual property

8.1. BIOWEBSPIN owns the copyright and all intellectual property rights on content published on the Platforms and the Service by BIOWEBSPIN or has acquired an appropriate license to publish such content on the Platforms and the Service.

8.2. Users grant BIOWEBSPIN a worldwide, nonexclusive, royalty free, perpetual license on content they provide to BIOWEBSPIN in order to use such content in connection with the Platforms and the

Service. Users declare that the provision of such content to BIOWEBSPIN does not, and BIOWEBSPIN's use of such content in connection with the Platforms and the Service will not, infringe any third party rights.

8.3. Users grant BIOWEBSPIN a worldwide, nonexclusive, royalty free, perpetual license to use their trade-names and trade-marks in order to perform the Service, in particular by referring to such Users' use of the Platforms and the Service. Biowebspin shall be entitled to refer to the User's trade names and trade-marks for the purpose of marketing Biowebspin's Service only after prior written approval of the User, in particular on Biowebspin's commercial documents or webpages.

8.4. Users shall not share any content (in particular if collected by spidering, crawling or otherwise processing the Platforms) provided on the Platforms or the Service for commercial purposes without BIOWEBSPIN's prior written consent.

8.5. Users and Biowebspin shall not modify the logo, trade-names and trade-marks of the other party.

8.6. Users who think that the provision of any content on the Platforms or the Service infringes any copyright or other intellectual property right may at all times contact BIOWEBSPIN at **contact@biowebspin.com** and ask BIOWEBSPIN to remove such content from the Platforms.

9. Duration and termination

9.1. The Terms are applicable to any User as long as such User continues to use the Platforms and the Service or maintains an Account, if any.

9.2. Subject to article 9.3., Users may at all times terminate their relationship with BIOWEBSPIN governed by these Terms by ceasing their use of the Platforms and cancelling their Account, if any.

9.3. If a User ceases to use the Platforms or the Service and cancels his Account, if any, provisions of the Terms which are by their nature meant to survive, shall stay in effect, in particular provisions regarding bypassing, liability, privacy and data protection, intellectual property as well as governing law and jurisdiction.

10. Governing law and jurisdiction

10.1. The Terms shall be governed by Swiss law at the exclusion of any provisions of conflict of law rules that might lead to the application of other than Swiss law.

10.2. Users irrevocably submit to the exclusive jurisdiction of the competent courts of Sion or Geneva, Switzerland, for any conflict arising from or in connection with the use of the Platforms.

For inquiries please contact:

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