

TERMS OF USE OF BIOWEBSPIN'S PARTNERING PLATFORMS FOR ACADEMICS & START-UPS

Preamble: Inospin terms and conditions for ACADEMICS & START-UPS

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

The "Members" have registered on the Website and by doing so, accepted the General terms and conditions of use and the privacy policy of the said Website (available at <http://www.Inospin.com/more/privacy-policy/>), which forms a contract between Inospin and the User, giving the User access to the free functionalities on the said Website under the stipulated conditions.

Members who want to access Inospin Partnering Platforms for partnering ('The Service') shall also accept the terms and conditions and the privacy policy below (hereafter referred as Terms and Conditions), which will form another contract between Inospin 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 Inospin in the specific section 'Inospin Partnering Platforms' of its Website (Hereafter called 'Platforms'). The Platforms are web-based platforms designed as places for meetings of professionals representing companies looking for partners on topics and potential researchers, clinicians, start-ups or tech transfers professionals interested in 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 researchers, clinicians, start-ups or technology transfer professionals or similar profiles potentially interested in the topic ("Potential Partners"). Inospin will manage the authorization of the Partner Seekers and the Potential Partners to access different Platform(s) with different settings. By accessing the Platforms or the Service, one will be designated as an "Authorized User", and will be able to access an individual account to go on the Platforms or use the Service.

1.3. Any Authorized User who uses the Platforms or the Service, either on behalf of a legal entity (company) or on behalf of a third party individual, guarantees 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, to use and disclose information belonging to such legal entity or third party individual.

1.4. Any Authorized User who accesses the Platforms or the Service recognizes and declares that they have read the present Terms and Conditions. In addition, by accessing the Platforms or the Service, Authorized Users declare that they understand, accept and bind themselves to comply with the present Terms and Conditions. If they disagree with the present Terms and Conditions, the Authorized User is obliged to not access the Platforms or the Service.

1.5. Inospin 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 accessing the Platforms and delete their Account.

1.6. Inospin and the Platforms or the Service are not subject 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 Inospin website to promote activities and financial services, in particularly with regard to investment advice, which could subject Inospin and the Platforms or the Service to monitoring by FINMA or bring Inospin 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 Inospin to any registration and/or licensing requirements and/or any supervision in such jurisdiction. Users covenant that they are not subject to legal or regulatory restrictions that 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 particularly 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 Request for Projects and the Projects

2.1. A webpage will be built on Inospin with the information provided or agreed by the Partner Seekers and describing the criteria of the type of research projects they are looking for (hereafter referred as the Request for Projects). Request for Projects can be anonymous or not.

2.2. To the extent a Partner Seeker delivers or agreed the information for the Request for Projects to Inospin, the Partner Seeker is solely responsible for such Project. This includes any formal control, updating, amending, and deleting of any information contained in the Request for Projects. Partner Seekers commit to ensure that none of the information contained in the Request for Projects is false or misleading. Inospin is not responsible for the quality of the projects.

2.3. The Platforms contain a section where Potential Partners may submit research project(s) open for partnering and fulfilling the criteria stipulated on Biowebspin's website (hereafter referred as the "Projects"). Project can be posted spontaneously or at Potential Seekers demand, which could be anonymous.

2.4. To the extent a Potential Partner delivers the information for the Project to Inospin, the Potential Partner is solely responsible for such Project. This includes any formal control, updating, amending, and deleting of any information contained in the Project. Potential Partners commit to ensure that none of the information contained in the Project is false or misleading. Inospin is not responsible for the quality of the projects.

2.5. Projects are accessible only to Authorized Users. In some cases, if it is stipulated in a separate document with a Potential Partner and a Partner Seeker, the Projects can be accessible by any individual or by specific Partner Seeker(s), in their entire version or a restricted version.

3. Answers

3.1. Partner seekers may submit answers to Projects, such as meeting requests, feedback, and other data, and Potential Partners may submit answers to these answers. All these answers are hereafter referred as the "Answers to Projects".

3.2. Inospin is not responsible for the quality of the Answers to Projects. The Potential Partner and Partner Seeker are solely responsible for such Answers to Projects. This includes any formal control, updating, amending, and deleting of any information contained in the Answers to Projects. Potential Partners and Partner Seekers commit to ensure that none of the information contained in the Answers to Projects is false or misleading.

4. Pricing

4.1. General Agreement for Potential Partners.

Potential Partners can post Projects and Answers to Projects for free, as long as they have received an invitation from Inospin and respect the present Terms and Conditions, unless Inospin has a specific agreement with the Potential Partners in a separate document.

4.2. General Agreement for Partners Seekers.

Before Inospin delivers an access to the Service to Partner Seekers, Partner Seekers must sign a separate commercial agreement which fixes the conditions of access to the Service.

5. Other services

5.1. Inospin 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 and Conditions do not apply.

6. No liability

6.1. To the extent permitted under applicable law, Inospin, and any of its employees, officers, directors, or affiliates (each a "Inospin 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 Inospin and Inospin Persons harmless against any damage arising from their use of the Platforms and the Service. In particular, Users shall indemnify Inospin and Inospin Persons for, and hold Inospin and Inospin 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. Inospin uses reasonable efforts to obtain information from sources that Inospin believes to be reliable. However, Inospin 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. Inospin provides the Platforms and the Service and all content thereon for information purposes only, without express or implied warranties of any kind. Inospin does not solicit any offer, or advice or recommendation to conclude any transaction of any kind whatsoever.

6.5. Inospin 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. Inospin reserves the right to temporarily or definitively, partially or completely block or cancel any Account at any time for any reason without notice. Inospin 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 Inospin 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. Inospin 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. Inospin 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 Proposals and Answers to Proposals, information regarding actions made by Potential Partners and accepted by Partner Seekers, messages exchanged between Users and Inospin, information collected from third parties and other websites, such as social networks, emails and any other information Inospin obtains through operating the Platforms and the Service ("User Information").

7.2. Inospin may process User Information in order to customize the content and advertise 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. Inospin MAY TRANSFER USER INFORMATION WITHIN SWITZERLAND AND/OR TO OTHER COUNTRIES for storage, processing and use by Inospin, its partners, affiliates and third party service providers.

7.4. By accepting the present Terms, Users expressly allow Inospin 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 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 Inospin in the frame of the Service.

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

7.6. Inospin reserves the right to disclose User Information in the event of a warrant, court order or legal action requiring Inospin to disclose such information or if Inospin 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 any content on the Platforms publicly available, unless it is expressly mentioned on the Platform.

7.8. Users may at any time contact Inospin at **contact@Inospin.com** in order to ask for correction of wrongful or misleading information relative to such User. Inospin 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. Inospin owns the copyright and all intellectual property rights on content authored by Inospin on the Platforms and the Service or has acquired an appropriate license to publish such content on the Platforms and the Service.

8.2. Users grant Inospin a worldwide, nonexclusive, royalty free, perpetual license on content they provide to Inospin in order to use such content in connection with the Platforms and the Service. Users declare that the provision of such content to Inospin does not, and Biowebspin's use of such content in connection with the Platforms and the Service, will not infringe on any third party rights.

8.3. Users grant Inospin a worldwide, nonexclusive, royalty free, perpetual license to use their trade-names and trade-marks in order to perform the Service, in particularly by referring to such Users' use of the Platforms and the Service. In any case, Inospin 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 from the User, in particularly on Biowebspin's commercial documents 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 *Inospin 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 on any copyright or other intellectual property right may at all times contact Inospin at **contact@Inospin.com** and ask Inospin to remove such content from the Platforms.

9. Governing law and jurisdiction

9.1. 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.

9.2. 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.

Biowebspin SA,

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Inospin is a tradename of Biowebspin SA.

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