

# TERMS OF USE

## PROBIOCON GMBH

Please read the Terms of use carefully. They contain important information about your rights and obligations.

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#### 1. INTRODUCTION

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- 1.1. These terms and conditions of use ('Terms of use') refer to the official website of Probiocon GmbH ('Probiocon', 'our', 'we' or 'us'), which is accessible via the address <http://www.probiocon.com> and its variations ('Website'). By using the Website you ('User' or 'you') agree to these Terms of use. You may print and keep a copy of these Terms of use.
- 1.2. Together these Terms of use, About this page and About this site sections, and any web page-specific terms and conditions that may be shown on the Website from time to time, form the entire agreement between you and us ('Agreement'). If you do not agree to be legally bound by this Agreement please leave the Website immediately. Your continued access and use of the Website will amount to acceptance of these Terms of use.
- 1.3. PROBIOCON reserves a right to change the Agreement at any time and will post a 'highlight' to the About this site section if changes are made. You should review these Terms of use on a regular basis to ensure that you are aware of any changes made as you will be legally bound by any amended terms if you continue to use the Website after the changes.

#### 2. DISCLAIMER AND LIMITATION OF LIABILITY

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- 2.1. PROBIOCON does its best to ensure that all information on the Website is accurate. If you find any inaccurate information on the Website please let PROBIOCON know by sending an email to Web Services at [info@probiocon.com](mailto:info@probiocon.com) and we will correct it, where we agree, as soon as practicable.

- 2.2. PROBIOCON gives no warranty or assurance about the content of the Website. As the Website is under constant development its contents may be incorrect or out-of-date and are subject to change without notice. While PROBIOCON makes every effort to ensure that the content of the Website is accurate, PROBIOCON cannot accept liability for the accuracy of all content at any given point in time.
- 2.3. The Website includes forward-looking statements that reflect PROBIOCON's intentions, beliefs or current expectations. These forward-looking statements can be identified by the use of forward-looking terminology. These forward-looking statements include all matters that are not historical facts. These forward-looking statements are subject to risks, uncertainties and assumptions and other factors that could cause PROBIOCON's actual results, operations, activities, condition, performance, prospects, growth or opportunities to differ materially from those expressed in, or suggested by, these forward-looking statements, such as the PROBIOCON's outcomes in future pre-clinical studies and clinical trials. As a result, you are cautioned not to place any undue reliance on such forward-looking statements. In addition, even if the PROBIOCON's results, condition, and growth and the development of the industry in which PROBIOCON operates are consistent with the forward-looking statements contained in this presentation, those results or developments may not be indicative of results or developments in future periods;
- 2.4. PROBIOCON makes every effort to ensure that its computer infrastructure is error- and virus-free but does not warrant that any material available for downloading from the Website will be free from infection, viruses and/ or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.
- 2.5. Neither PROBIOCON nor any of its agents, employees and sub-contractors shall be liable to you or any other party for any claim, loss, demand or damages whatsoever (whether such claims, loss, demands or damages were foreseeable, known or otherwise) arising out of or in connection with the use of the Website or information, content or materials included on the Website.
- 2.6. In no event shall PROBIOCON or any of its agents, employees or sub-contractors be liable to you for any indirect or consequential loss or damage, and whether or not advised of the possibility of such claim, loss, demand or damages and arising in tort (including negligence), contract or otherwise, to the fullest extent permitted by law.
- 2.7. The Website provides hypertext links to other sites operated by other people. Using such a link means you are leaving the Website. PROBIOCON takes no responsibility for, and gives no warranties, endorsements, guarantees or representations in respect of, linked sites. PROBIOCON is not responsible for the privacy practices, nor do we accept any liability in connection with the content of, such websites, including those of our group entities, which will in some cases have their own privacy policies tailored for the particular business practices and educational sectors in which they operate. Any concerns regarding any external link should be directed to its website administrator or web master.

- 2.8. We are a distributor (and not a publisher) of content supplied by third parties and users of the internet. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or users, are those of the authors or distributors and not of us. We do not necessarily endorse nor are we responsible for the accuracy or reliability of any opinion, advice or statement made on the Website.
- 2.9. The information on the Website is not intended to address your particular requirements. Such information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in making (or refraining from making) any specific educational, or other, decisions. You should take your own advice and/ or make specific enquiries and independently verify any information before relying upon it.
- 2.10. If you make an arrangement with anyone named in or connected with the Website this is at your sole risk.

### 3. DISCLAIMER GOOGLE ANALYTICS

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- 3.1. This website uses Google Analytics, a web analysis service of Google Inc. (Google). Google Analytics uses cookies, i.e. text files stored on your computer to enable analysis of website usage by you. Information generated by the cookie about your use of this website is usually transmitted to a Google server in the United States and stored there. In case of activated IP anonymization on this website, however, your IP address is previously truncated by Google within member states of the European Union or in other states which are party to the agreement on the European Economic Area. Only in exceptional cases is a full IP address transmitted to a Google server in the United States and truncated there. On behalf this website's owner, Google will use this information to evaluate your use of the website, compile reports about website activities, and provide the website's operator with further services related to website and Internet usage. The IP address sent from your browser as part of Google Analytics is not merged with other data by Google. You can prevent storage of cookies by appropriately setting your browser software; in this case, however, please note that you might not be able to fully use all functions offered by this website. In addition, you can prevent data generated by the cookie and relating to your use of the website (including your IP address) from being collected and processed by Google, by downloading and installing a browser plug-in from the following link: [tools.google.com](https://tools.google.com)

This website uses Google Analytics with the extension "anonymizeIP()", IP addresses being truncated before further processing in order to rule out direct associations to persons.

### 4. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

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- 4.1. The Website contains copyright material, trade names and marks and other proprietary information, including, but not limited to, text, software, photos and graphics, including

video, graphics, music and sound ('Content'). The Content is protected by copyright law, registered and unregistered trademarks, database rights and other intellectual property rights.

- 4.2. PROBIOCON, its licensors, or authorized contributors own the copyright, database right and other intellectual property rights in the selection, coordination, arrangement and enhancement of such Content, as well as in the Content original to it. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, any of the Content, in whole or in part except as provided in these Terms of use.
- 4.3. You may download information from the Website for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission or that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

## 5. ACCESSIBILITY

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- 5.1. PROBIOCON does its best to ensure that the Website is accessible to all its users and potential users.
- 5.2. If you need any advice on making your web content and services accessible, please contact the Web Services Team [info@probiocon.com](mailto:info@probiocon.com).
- 5.3. Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.

## 6. GENERAL

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- 6.1. The Agreement forms the whole agreement between you and us. You acknowledge that you have not entered into this Agreement in reliance upon any warranty or representation made by us or any other person and you waive any rights to damages/ rescission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in this Agreement.
- 6.2. If any provision or term of these Terms of use shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.
- 6.3. Failure by either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.

- 6.4. Any formal legal notices should be sent to us at the address at the end of these Terms of use by email confirmed by post.
- 6.5. Failure by us to enforce a right does not result in waiver of such right.
- 6.6. You may not assign or transfer your rights under this Agreement.
- 6.7. We reserve the right to bar Users from the Website and/ or specific web pages, on a permanent or temporary basis at our discretion. Any such User shall be notified and must not then attempt to use the Website under any other name or through any other User.

## 7. LINKING TO THE WEBSITE

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- 7.1. You may link your website to the home page of the Website at <http://www.probiocon.com>, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. PROBIOCON reserves the right on demand, as it in its discretion thinks fit, to direct you to remove any links to the Website from your website and you shall promptly comply with any such direction or any other lawful direction that we may give to you in relation to the placing of any such link on your website.
- 7.2. You must not establish a link from any website that is not owned by you.
- 7.3. Our Website (or any part of its or content on it) must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.

## 8. GOVERNING LAW

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- 8.1. The Agreement is governed by Swiss law notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of Switzerland shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms of use and for those purposes irrevocably submit all disputes to the jurisdiction of the courts of Switzerland. The place of performance shall be Basel.
- 8.2. We provide no warranty or guarantee that the Website or information available on it complies with laws other than those of Switzerland.

## 9. FURTHER INFORMATION

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- 9.1. Further information on these Terms of use can be obtained from [info@probiocon.com](mailto:info@probiocon.com).