

BioWisdom Liver Intelligence Module

Terms of Use and Privacy Policy

1. Licence

1.1 Subject to the following terms and conditions, BioWisdom Limited (“BioWisdom”) grants, and you accept, a non-exclusive, non-transferable, right without the right to grant sub-licences to the BioWisdom Intelligence System (“the System”).

1.2 You agree to keep your user account (including user names and passwords) confidential at all times, and in particular shall ensure that no user name or password is used by unauthorised people to access the System.

1.3 You shall not and shall not allow any affiliate, representative, consultant or other third party to:

1.3.1 modify, adapt, port, translate, transform, localize, or create derivative works of the System or any portion thereof, or any confidential information of BioWisdom or its affiliates or its licensors or vendors, including without limitation the creation of any computer software application or database for resale or external distribution provided that you may export the results from any searches carried out of the System into other applications for further analysis;

1.3.2 save as permitted by law, decompile, disassemble, reverse engineer or assemble or attempt to reconstruct, identify or discover any source code, the structure, sequence or organization of source code underlying ideas, or underlying user interface techniques, algorithms, databases, data sets or data of the System by any means whatsoever, or disclose any of the foregoing;

1.3.3 sell, lease, licence, sub licence, copy, reproduce, publish, transmit, rent out, publicly display, market or distribute the System or any component thereof;

1.3.4 provide training or consulting to third parties in the use of the System, or enter into time-sharing arrangements for its use with third parties;

1.3.5 encumber or suffer to exist any lien or security interest on any part of the System;

1.3.6 knowingly take any action that would cause any part of the System to be placed in the public domain;

1.3.7 remove any product identification, trademark, copyright or other notices contained in or on the System.

1.3.8 incorporate the System or any portion thereof, into or with other software; or

1.3.10 use any user documentation, software, or any confidential information disclosed by BioWisdom to create any software or for any other purpose not expressly permitted hereunder.

1.4 You acknowledge that BioWisdom or its affiliates owns, and shall continue to own, all right, title and interest in and to its trademarks, and other intellectual property rights and that you will do nothing inconsistent with such ownership.

1.5 You acknowledge and agree that you or any third party, is not granted any express or implied licence to use, copy or otherwise exploit the System or any portion thereof (including any intellectual property rights embodied therein). other than as specifically set forth in these terms of use.

1.6 The System is supplied “as is” and “as available” and you use at your own risk.

1.7 You shall notify BioWisdom in writing immediately you become aware of any unauthorised use of the System by any Person.

2. Warranties

2.1 BioWisdom warrants that it is entitled to supply the data contained in the System. In the event that BioWisdom's entitlement to supply any previously supplied data is terminated or varied for any reason beyond BioWisdom's control then BioWisdom shall be entitled to remove the affected part of the data from the System.

2.2 BioWisdom does not warrant the accuracy of the System or its fitness for any particular purpose.

2.3 BioWisdom cannot and does not guarantee that access to the System will be uninterrupted or that the software will operate error-free.

2.4 BioWisdom may need to perform scheduled and unscheduled maintenance on the System from time to time. These shall be kept to the minimum and shall where possible occur outside normal business hours.

2.5 BioWisdom is not liable for any loss, damage, cost or expense arising from your use or inability to use the System.

2.6 BioWisdom does not undertake that your use of the System will lead to any particular result (e.g. a scientific discovery) and it is your responsibility to ensure the data is suitable for its intended purpose.

2.7 BioWisdom has implemented reasonable security measures regarding access to the System, however, BioWisdom is in no way responsible for any unauthorised access to the System, or any disclosure, or loss or corruption of data.

3. Liability

3.1 BioWisdom does not accept any responsibility for any use which may be made by you of any data, nor for any reliance which may be placed by you on any data, nor for any advice or information given in connection with any data.

3.2 BioWisdom or its affiliates shall not be liable to you for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise):

- 3.2.1 loss of revenue;
- 3.2.2 loss of actual or anticipated profits (including for loss of profits on contracts);
- 3.2.3 loss of the use of money;
- 3.2.4 loss of anticipated savings;
- 3.2.5 loss of business;
- 3.2.6 loss of opportunity;
- 3.2.7 loss of goodwill;
- 3.2.8 loss of reputation;
- 3.2.9 loss of, damage to or corruption of data; or
- 3.2.10 any indirect or consequential loss or damage howsoever caused which arises out of or in connection with your use of the System..

4. Privacy Policy

4.1 BioWisdom respects your privacy and recognises your need for appropriate protection of personally identifiable information you share with us including any information by which you can be identified, such as name, company details, email address and telephone number (“Personal Information”).

4.2 The System uses cookies to establish and maintain a session between our servers and your browser. Cookies are parcels of text sent by our server to your web browser and then sent back unchanged by the browser. Our cookie is not used to track your activity after leaving the site. The cookie is not used to reveal your Personal Information or any other sites you may have visited.

4.3 BioWisdom will only collect Personal Information that you voluntarily provide through our website or via your use of the System. Information regarding the queries you run or save, alerts you set, list of terms you create and RSS feeds you create will be collected solely to allow the successful operation of the System.

4.4 BioWisdom will not sell, rent or share your Personal Information to any third party unless we have specifically obtained your express permission. We will not disclose any Personal Information to third parties except when we are required to do so in accordance with any applicable law, regulation or legal process or when we believe in good faith that disclosure is necessary to enforce or protect our rights or the rights of others.

4.5 Although we will use all reasonable efforts to safeguard the privacy of your Personal Information, transmissions made by means of the internet cannot be made

absolutely secure. BioWisdom assumes no liability for disclosure of data due to errors in transmission or unauthorized third parties.

4.6 Any Personal Information will only be used in accordance with the EU Data Protection Act 1998 under which you have the right to inspect the information we have retained about you.