



BioMarine Community: Terms and Conditions

BioMarine is a community participation and engagement tool. It is now being run by BioMarine Organization SAS on a technology platform delivered by [Hivebrite](#). In entering our site, you ("You") are accepting our Terms and Conditions.

1. USING THE PORTAL

The portal is maintained for the benefit of community organizations, industry, investors, researchers, and other public-sector organizations. The primary purpose is to enable organizations to share, engage, create and participate in communities of interest and within their local communities based on location.

The access and use of BioMarine Community portal, featuring these Terms and Conditions, constitutes your acceptance of these Terms and Conditions which take effect from the date on which you first use the BioMarine Community.

We may at any time revise these Terms and Conditions without notice. It is up to you to regularly review the Terms and Conditions in case there are any changes. Continued use of BioMarine Community after a change has been made is your acceptance of the change.

Any material found on BioMarine Community, including text or images, may not be printed, copied, reproduced, republished, downloaded, posted, displayed, modified, reused, broadcast or transmitted in any way, except for your own personal non-commercial use and for the use of registered community organizations. Permission for any other use must be obtained from BioMarine Community. Applications should be made to: contact@biomarine.org Upon registering with BioMarine Community you may subject to the terms and conditions contained herein:

1. The basic services provided by the BioMarine community are free of charge: (your profile listed in the general directory, basic list of members, access to information related our community events, news feed)
2. All other services and functionalities have a subscription fee*: chat room, job posting, company presentation, project presentation, capital raise, full access to the community members, profile selection, access to the media portal, create your own sub group and interact with your local partners, create your own event and select members your wish to invite your event.

*check subscription plans

We allow you onto BioMarine Community in return for you agreeing not to adapt, alter or create any derivative work from any of the material contained in this site save for the authorized creation of website as an authorized user.

You agree to use this site only for lawful purposes, and in a manner, that does not infringe the rights of, or restrict or inhibit the use and enjoyment of this site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site.

When signing up as a Premium member you authorize BioMarine Organization to donate 10% of your annual membership to BlueGen Association which supports young entrepreneurs to join the annual MyBlueCity to showcase their project and therefore become Members of BlueGen association for the ongoing year.

You are prohibited from posting or transmitting any unlawful, defamatory, obscene, offensive or scandalous material, or any material that constitutes or encourages conduct that would be considered a criminal offence, likely to give rise to civil liability, or otherwise violates any law. We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or materials on BioMarine Community.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Service.

2. REGISTRATION REQUIREMENTS

Requirements

In consideration of Your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Information") and (b) maintain and promptly update the Registration Information to keep it true, accurate, current and complete.

If You provide any information that is not true or not accurate, BioMarine Community may suspend or terminate your use of the Service. This is without limiting our general right to suspend or terminate for any reason whatsoever.

Privacy

Registration Data and certain other information about you is subject to the provisions of the Data Protection Act.

Organization Account, Security and Password

Upon completing the Service's registration process, You will receive a password and account designation. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account.

You agree to (a) immediately notify BioMarine Community of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. BioMarine Community cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Intellectual property

The names, images and logos identifying BioMarine Community, third parties and their information, products and services are proprietary marks of BioMarine Community, and/or third parties. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any trademark or patent of BioMarine Community, government department or any other third party.

The copying and use of the BioMarine Community logo, or any other third-party logos accessed via BioMarine Community are not permitted without prior approval from the copyright owner. Request for permission to use the BioMarine Community logo, or third-party logos should be directed to: contact@biomarine.org

3. SETTING UP GROUP USING SOFTWARE PROVIDED BY BIOMARINE COMMUNITY

Software Tools

The software tools provided by BioMarine Organization SAS under the license agreement with Kit United – Hivebrite platform are intended to enable users and organizations to publish, post inform and advertise .

We will grant You, as a Registered User, a non-exclusive limited license to use the software tools for the purposes specified in these Terms and Conditions of Use. For the avoidance of doubt, this software license may be terminated at any time in Our absolute and sole discretion. We will not be liable for any loss or damage that you may suffer as a consequence of such termination.

Without limiting anything in any other rights or limitations in these Terms and Conditions of Use, for the avoidance of doubt the software tools are provided on 'as is' basis. We will not be responsible, whether in tort (including negligence), contract or otherwise for any breach whatsoever, so however caused.

We do not guarantee that the software tools are free of viruses and We do not warrant that the software tools are adequate for Your individual purposes.

We do not guarantee that the Service will be provided, nor do we guarantee its quality. We do not guarantee that BioMarine Community will be provided and then discontinued or terminated at any time without notice for any reason whatsoever. We do not provide any back-up facilities upon the creation of Your group information whatsoever and cannot be responsible for any loss or damage, including loss of data, whatsoever. (The whole system is backed up on a regular basis although it would be impossible to guarantee that we could restore everything that was on the site)

What You Must Not Do

In setting up and operating a group using and linked to BioMarine Community, or in participating to the BioMarine community You must not:

1. Use the software tools or any part of the website for commercial business purposes;
2. Sell, lend or otherwise allow any other person to use the software tools who is not a registered user;
3. Create links with other websites, without obtaining the relevant permission or authority where required;
4. Notify, sell or otherwise inform any third party of the email addresses or other personal information for any commercial purposes whatsoever;
5. Send unsolicited emails, sometimes referred to as 'Spam', to any persons whatsoever;
6. Distribute any material on the website that:
 - o infringes any intellectual property rights or is in breach of law, statute or regulation;
 - o is defamatory, libelous, unlawfully threatening, harassing, obscene, pornographic or indecent; or
 - o contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information.

What You Must Do

In setting up and operating a group, or participating to the Biomarine community using and linked to BioMarine Community You must:

1. Monitor for libelous or defamatory material and must remove any such material when You become aware of its existence;
2. Comply with all policies of BioMarine Community in relation to race, health.
3. Insert in a prominent manner on Your group and Post the following information: BioMarine Community is no way responsible for any information provided on this site.

We will have no liability for the contents of, any communications transmitted by virtue of the Services. You will dully indemnify Us from any breach by You whether it be contract, tort or otherwise, including any breach of any

third party intellectual property rights. We provide no guarantee whatsoever as to quality of the service or whether a service will be provided at all.

4. COPYRIGHT

Material featured on BioMarine Community that is subject to copyright protection will be indicated. The copyright protected material may be downloaded free of charge to file or printer without requiring specific permission. This is subject to the material being reproduced accurately and not being used in a derogatory manner or in a misleading context. Where this material is being issued to others, the source (including URL) and copyright status must be acknowledged.

5. DISCLAIMER

Without limiting any other provision in these Terms and Conditions of Use, BioMarine Community and material relating to third party information, products and services, is provided 'as is', without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

We do not warrant that the functions contained in the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or represent the full functionality, accuracy, reliability of the materials. In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of BioMarine Community.

Links contained in BioMarine Community will lead to other websites not under our control, and we are not responsible for the content of any linked site or any link contained in a linked site. Links provided on BioMarine Community are provided to you only as a convenience and the inclusion of any link does not imply reliability and endorsement by us of, and we accept no liability in respect of, the content.

Although we may from time to time monitor or review discussions, chat, postings, transmissions, bulletin boards and the like on BioMarine Community, we are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, omission, infringement, defamation, obscenity, or inaccuracy contained in any information within such locations on BioMarine Community.

6. VIRUS PROTECTION

We make every effort to check and test material at all stages of production. It is always wise for you to run an anti-virus program on all material downloaded from the Internet. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material off BioMarine Community.

7. SUPPLY OF INFORMATION

Any communication or information transmitted by you as a registered user (registered means personal information entered by you for security and registrations purpose) on BioMarine Community by electronic mail or otherwise shall be treated as proprietary and confidential.

Any communication or information transmitted by you as a user with general public access and/or anonymous access to BioMarine Community by electronic mail or otherwise will be treated as non-proprietary and non-confidential. Anything transmitted by you may be used by us for any purpose, including, without limitation, broadcast, transmission, publication, reproduction, disclosure, posting and any other use whatsoever.

The BioMarine Community web server may automatically recognize the domain name and e-mail address (where possible) of users of our websites. We may collect the domain name and e-mail address of visitors to BioMarine

Community, the e-mail address of those who post messages to our bulletin boards, the e-mail addresses of those who communicate with us via e-mail, e-mail addresses of those who make postings to BioMarine Community chat areas, aggregate information on what pages users access or visit and information volunteered by the user, such as survey information and/or site registrations.

Information collected by us is used for internal review, used to improve the content of BioMarine Community, used to customize the content and/or layout of BioMarine Community for each individual user, used to notify users about updates to BioMarine Community, used by BioMarine Community to contact users for marketing purposes and is not shared with other organizations for commercial purposes.

8. TERMINATION

Your authorization to use BioMarine Community automatically terminates without notice if, at our sole discretion, you fail to comply with any of the Terms and Conditions. On termination, you must cease all use of BioMarine Community and destroy all and any materials copied directly or indirectly from BioMarine Community. This does not limit our right to terminate at any time for any reason whatsoever.

9. GENERAL

These Terms and Conditions are governed and construed in accordance with French Law. If any provision of the foregoing is held to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.



BioMarine Community is provided by [BioMarine Organization SAS](#), France.