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## **Registration**

Some of the Services offered on the Site require registration. Without completing such registration you will not be able to use such Services. You agree to provide true, accurate, current and complete information about yourself as prompted during the registration process. You further agree to maintain and promptly update such information to keep it true, accurate, current and complete. Upon completion of the registration, 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 and/or account. You agree to (a) immediately notify us of any unauthorized use of your account or password or any other breach of security, and (b) exit from your account at the end of each

session. We cannot and will not be liable for any loss or damage arising from your failure to comply with the foregoing requirements. You understand and agree that our Services may include communications such as service announcements and administrative messages from us or from our partners and that these communications are considered part of the Services. You will not be able to opt out of receiving these messages. You also understand that our Services may include advertisements.

## **Revisions to the Site or Terms of Use**

We reserve the right at any time to change the Site, including eliminating or discontinuing any content on or feature of the Site and any part of our Services. In addition, we may revise these Terms of Use at any time, at our sole discretion, by posting an amended Terms of Use on the Site. Any changes that we make to the Terms of Use will be effective immediately upon posting. Please check this page periodically for changes to the Terms of Use; you will be able to determine if the terms have been changed since your previous visit by viewing the "Last Updated" information that appears at the top of this page. Your use of the Site and any dispute related thereto is subject to the then-current version these Terms of Use.

## **Proprietary Rights**

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### **Limitation of Liability**

To the maximum extent permitted by applicable law, you hereby release, and waive all claims against eBioCenter, its principals, owners, parents, subsidiaries, officers, directors, shareholders, employees, representatives, agents, co-branders, partners, contractors, consultants, suppliers, licensors, customers, and other affiliates (collectively, the "eBioCenter Parties"), from claims, demands and damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind or nature, known or unknown, arising out of or in any way connected with use of the Service. If you are a California resident, you knowingly and voluntarily waive the provisions of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Residents of other states and nations similarly waive their rights under applicable and/or analogous laws, statutes, or regulations.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL ANY OF THE EBIOCENTER PARTIES BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR OTHERWISE, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM OR RELATING TO USE OF OR ACCESS TO THE SERVICES AND ANY PROPOSED TRANSACTION IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, ANY INTERACTION WITH THIRD PARTIES FOUND ON OR THROUGH THE SITE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE FOREGOING, IF EBIOCENTER IS FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR ANY THIRD PARTY SHALL BE LIMITED TO ONE HUNDRED DOLLARS (U.S. \$100).

## **Indemnification**

You agree to defend, indemnify, and hold the eBioCenter Parties harmless from and against any and all claims, liability, suit, proceeding, demand or action, and any damages, losses costs (including reasonable attorneys' fees and other legal costs), expenses, or settlement awards incurred in connection therewith, arising out of, or related to, (i) Your Content or any use thereof; (ii) Your use of the Site, Services and any Content thereon; (iii) any use or alleged use of your account or password by any person, whether or not authorized by you; and/or (iv) Your breach of any term of these Terms of Use. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

## **Your Conduct on Our Site**

While using the Site, Services, and any information or products contained on the Site, you agree to comply with all applicable laws, rules, and regulations. You agree to use our eBioShow and shopping (together the "eCommerce"), and bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the "Forums") only to send and receive messages and material that are proper and related to that particular eCommerce or Forum. Without limiting any of the foregoing, you agree that you will not use our Site to take any of the following actions:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of another person or advocate any of the foregoing;
- Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;

- Transmit files that contain viruses, worms, Trojan horses, corrupted files, or any other similar software or programs that may damage, disrupt, or adversely affect the operation of another person's computer, the Sites, any software or hardware, or telecommunications equipment;
- Advertise, promote, solicit, or offer to sell any goods or services for any commercial purpose unless you have business arrangement with us or have our prior written consent to do so;
- Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- Download any file that you know or reasonably should know cannot be legally obtained in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- Restrict or inhibit any other user from using and enjoying any public area within our Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Interfere with or violate any other Site user's right to privacy; solicit, collect or store personal information about other users of the Site without their express consent;
- Impersonate any person or entity, including, but not limited to, an eBio Representative, or falsely state or imply, or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our Site or to manipulate your presence on our Site;
- Use the Site or the materials contained on the Site for any fraudulent or unlawful purpose.
- Interfere with or disrupt our Site, servers, or networks, or take any action that imposes an unreasonably or disproportionately large load on our infrastructure;
- "Frame" or "mirror" any part of the Site without our prior written authorization.
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to access, monitor, copy, retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site, any part of the Site, or its contents. A limited exception is provided to general purpose Internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

## **Notification of Objectionable or Infringing Content**

If you believe that any Content available on the Site is incorrect, pornographic, obscene, or offensive, or infringes your intellectual property rights, please notify us by mail to the address provided below. When reporting a copyright infringement, you must (a) identify the copyrighted work that you believe has been infringed upon, in sufficient detail so we can find it; (b) identify the material on the Site that you claim is infringing, with enough detail so that we may locate it on the Site; (c) include a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (d) include a statement by you declaring under penalty of perjury that the above information in your notice is accurate, and that you are the owner of the copyright interest involved or that you are authorized to act on behalf

of that owner; (e) your physical address, telephone number, and email address, and (f) your electronic or physical signature.

## **Privacy policy**

You agree that we may collect and use information that you provide to us or that is otherwise collected about you when you use the Site, in accordance with our [Privacy Policy](#) .

## **Governing Law**

When accessing this Site (regardless of where you are located) you agree that these Terms of Use, our Privacy Policy, and any matters arising from or relating to use of this Site, are to be construed in accordance with and governed by the internal laws of the State of California (without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties), and any disputes arising herefrom shall be determined by a court of competent jurisdiction in the Southern District of California (or such other venue which we may elect as appropriate, in our sole discretion), and you hereby submit to the personal jurisdiction thereof.

## **Notice for California Users**

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

## **Notices**

Unless provided to the contrary herein, any and all notices or other communications or deliveries required or permitted to be made under these Terms of Use shall be sent (a) if to you, at the electronic mail address you provide during registration, and (b) if to eBioCenter, by electronic mail to [info@ebiocenter.com](mailto:info@ebiocenter.com) .

## **Miscellaneous**

If any provisions of these Terms of Use are found for any reason to be unlawful, void or unenforceable, then that provision will be deemed severable herefrom and will not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or

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