

# TERMS AND CONDITIONS

**Advanced BioScience Laboratories, Inc.** (hereinafter "ABL") maintains this Internet site [www.ablinc.com](http://www.ablinc.com) (the "Site") for your personal information, education and better knowledge of ABL Group activities only.

Your access to, and use of the Site, whether as a guest or a registered user, is subject to the following terms and conditions (together with the documents referred to in it, the "Terms and Conditions"). Use of the Site includes accessing, browsing, or registering to use the Site or any of its sub-domains, including any content, functionality or services offered on or through the Site. Please read these Terms and Conditions carefully.

**By using this Site You confirm that You accept these Terms and Conditions and that You agree to comply with them. If You do not agree to these Terms and Conditions, please exit the Site immediately and refrain from using it.**

## **Other Applicable Terms and Conditions**

These Terms and Conditions refer to the following additional Terms and Conditions, which also apply to Your use of the Site:

- Our Privacy Policy Statement which contains important information about the use and processing of Your personal data, other information regarding Your privacy, and Our security processes and policies. By using the Site You consent to such use and processing.
- Our Cookie Policy, which contains information about Our use of cookies on the Site. By using the Site You consent to such use.

## **Information About Us**

The Site, its domain name and associated sub-domains are operated by Advanced BioScience Laboratories, Inc. ("We" or "Us" or "Our"). We are registered in Delaware, USA and have our offices at 9800 Medical Center Drive, Rockville, Maryland USA 20850.

If You have any questions or comments regarding the Site, You may write to us at the above address or use the "Contact" feature on the Site

## **Changes to These Terms and Conditions**

We may revise and update these Terms and Conditions at any time. All such changes will take effect once they have been posted on the Site. Your continued use of the Site following the posting of any revised Terms and Conditions means that You accept and agree to the changes.

## **Changes to the Site**

We may update and change the content of the Site at any time. However, please note that at any given time some content on the Site may be out of date and, except as required by law, We are under no obligation to update it.

## **Reliance on Information**

All content on the Site is provided on an 'as is' and 'as available' basis. We do not make any representation or make any promise (whether express or implied) with respect to the Site or its content, including, without limitation, its accuracy or completeness, or with respect to any advice given or statements made on or via the Site. Therefore, We disclaim, to the fullest extent permitted by law, any and all liability and responsibility arising from any reliance placed on such materials by You or by anyone who may be informed of any of its contents. Any decisions or actions taken by You on the basis of information provided on or via the Site are at Your sole discretion and risk, and You should obtain professional or specialist advice where necessary.

## **Accessing the Site**

The Site is offered as a free service to You for your convenience, and Your access is permitted on a temporary basis. We reserve the right to suspend, withdraw, discontinue or amend all or any part the Site without notice to You.

While We will endeavor to correct any errors or omissions as soon as practicable once they have been brought to Our attention, We do not represent or guarantee that the Site, or any content on it, will always be available or be uninterrupted or free from errors or omissions.

We take reasonable precautions to prevent viruses and malicious code on the Site. However, You are responsible for configuring Your information technology, computer programs and platform in order to access the Site. You should use Your own virus protection software and You are responsible for ensuring that anything downloaded from the Site is suitable for use on Your computer and is free from viruses and malicious code. Accordingly, We disclaim, to the fullest extent permitted by law, any and all liability that may arise in connection with or as a result of any failure by You to do so.

Access to the Site may be suspended temporarily and without notice, including in the case of system failure, maintenance or repair, or for other reasons within or beyond Our control. We will not be liable if for any reason the Site is unavailable at any time or for any period.

Other than with respect to personal data which are subject to our Privacy Policy Statement, any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, ideas, concepts, know-how, techniques or other information is, and will be treated as, non-confidential and non-proprietary and may be freely used, reproduced, disclosed, published, broadcast and otherwise disposed of, by Us or Our affiliates for any purposes whatsoever, including but not limited to, developing, manufacturing and marketing products using such information.

Although We may from time to time monitor or review discussions, postings, transmissions, bulletin boards, and the like on the Site, We are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations on the Site nor for any error, defamation,

libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information within any such locations on the Site.

This Site may from time to time contain information relating to various medical and health issues. This is for informational purposes only and is not meant to be a substitute for the advice provided by Your own doctor or other medical professional.

Any information contained in the Site that relates to ABL's products and services shall not be legally binding. ABL reserves the right to update and amend the Site and any information contained herein, including these Terms and Conditions. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

You are also fully responsible for ensuring that any person who has access to the Site through Your Internet connection is aware of these Terms and Conditions and that they comply with them.

### **Registration & Account Security**

You may access most areas of the Site without registration. However, We may at Our sole discretion restrict access to all or some parts of the Site to limited groups of users who have registered with Us. Accordingly, You may be asked to provide certain registration details or other information and you may, as part of Our security procedures, be provided with, a user identification code, password or other similar piece of information. You agree treat such information as confidential. You must not disclose it to any third party.

If You know or suspect that anyone other than You knows Your user identification code or password, or if You become aware of any unauthorized use of Your user name or password or any other breach of security, You must promptly notify Us at [legal@ablinc.com](mailto:legal@ablinc.com). You should ensure that You exit from Your account at the end of each session and You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

We have the right to disable any user identification code or password, whether chosen by You or allocated by Us, at any time if, in Our reasonable opinion, You have failed to comply with any of the provisions of these Terms and Conditions.

### **Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in the entire Site including, without limitation, copyright and database rights (including software) and any trademarks (whether registered or unregistered) and in the material published on it, including, without limitation, logos, drawings, images, icons, pictures, graphics, photographs, animations, signage, videos, audio, stationery, publications, reports and text. These

works are protected by United States and international laws and treaties regarding copyright, trademark, trade secrets and other intellectual property or proprietary rights around the World.

Your use of the Site and its contents does not grant You any rights to Our intellectual property or the intellectual property of third parties in the Site or its contents.

Unless otherwise stated, third parties (e.g., business partners, customers and associates) who publish their content on the Site retain full copyright ownership of their material.

Other than as expressly permitted in these Terms and Conditions, You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, web pages or materials on the Site or the computer codes of elements comprising the Site.

You may download or print insubstantial extracts of the content of the Site to Your hard disk for the sole purpose of viewing it. In downloading or printing any content from the Site, You must not remove or amend any trademark, copyright notice or other proprietary notice, legend or restriction including product identification details from any of the material or information contained on pages of the Site. In addition, You are not allowed to modify, in any way, the paper or digital copies of any materials You have printed or downloaded.

You must not use any part of the materials on the Site for commercial purposes without obtaining a license to do so from Us or Our licensors. You may not copy or republish any such information in any other manner without Our prior written consent.

Any use other than that permitted under this section may only be undertaken with Our prior express authorization.

## **Trademarks**

The trademarks, logos and service marks (collectively the "Trademarks") displayed on the Site are registered and common law trademarks of ABL and others, including affiliates of ABL. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of the Trademark owner. Your misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that ABL will enforce its intellectual property rights to the fullest extent of the law, including by seeking the institution of legal prosecution.

All third party product or company names, devices, logos, icons, graphics or designs referred to on the Site are or may be trademarks of their respective owners and are exhibited in good faith and in such a manner as intended to be for the benefit of such trademark owners. We do not give permission for their use by any person other with the consent of their owners. Any such use without consent may constitute an infringement of the owner's rights. The appearance or absence of any third party products, services, companies,

organizations, homepages or other sites on the Site does not imply any endorsement or non-endorsement by Us.

### **Your Conduct & Use of the Site**

You may use the Site only for lawful purposes and in accordance with these Terms and Conditions. You agree to use the Site (or any part of it) in accordance with all applicable laws relevant to the jurisdiction from which You access the Site and all applicable U.S. laws.

You agree that in using the Site (or any part thereof) You will not:

- use the Site in any way that may lead to the encouragement, procurement or carrying out of any criminal or other activity that violates any applicable federal, state, local or international law or regulation;
- use the Site in a manner that infringes the rights of another person, firm or company (including, without limitation, their intellectual property rights, confidentiality rights or rights of privacy);
- introduce or transfer through the Site material that is defamatory, libelous, obscene, offensive, pornographic, profane, threatening, or otherwise uncivil;
- engage in conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by Us, may harm Us or users of the Site or expose them to liability;
- use the Site to send any unsolicited advertising or other promotional material or any form of solicitation by email or by any other means;
- do anything that would seek to bypass or interfere with any security features of the Site, or interfere with any of Our (or Our affiliated companies') sites, servers, or network;
- attempt to gain unauthorized access to any part or component of the Site, the server on which the Site is stored or any server, computer or database connected to the Site;
- upload files which contain an active hypertext link to another Site; or
- permit or procure any third party to do any of the above. In the event that You have a claim against another user of the Site arising out of that user's use of the Site, You agree to pursue such right, claim or action independently of and without recourse to Us.

### **Your Legal Obligations/Your Promises to Us**

You confirm that:

- all information and details provided by You to Us (including on registration, if applicable) are true, accurate and up-to-date in all respects and at all times;
- You will comply with the restrictions on Your use of the Site as set out in the "Conduct and Use of the Site" section above and as set out elsewhere in these Terms and Conditions; and
- in relation to any material submitted to the Site, You have the right to do so and have obtained all necessary licenses and or approvals.

### **Indemnity**

You agree to defend, indemnify and hold harmless Us, Our affiliated companies and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against all claims, liability, damages, losses, costs and expenses, (including legal fees) arising out of any breach of the Terms and Conditions by You (including in relation to any data submitted by You) or any other liabilities arising out of Your use of the Site other than as expressly authorized in these Terms and Conditions, or your use of any information obtained from the Site or the use by any other person who accesses the Site using Your Internet account.

### **Our Legal Obligations & Limits on Liability**

To the extent permitted by law, We and Our affiliated companies do not accept any liability for:

- for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Site or to Your downloading of any content on it, or on any site linked to it;
- any conditions, warranties and other terms and conditions which might otherwise be implied by statute, common law or the law of equity; including without limitation any warranties of merchantability, non-infringement and fitness for a particular purpose;
- any liability for any direct, indirect or consequential loss or damage incurred by You in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any sites linked to it and any materials posted on it, including, without limitation any liability for (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits; (iv) loss of data; (v) loss of goodwill; (vi) computer failure; and (vii) for any other loss or damage of any kind, howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

### **Linking to the Site**

You may establish a link to the Site provided that:

- You link only to the home page of the Site;
- the link is to a Site owned by You;
- the link is fair and legal and does not damage Our reputation or take advantage of it;
- the link does not suggest any form of association, approval or endorsement on Our part where none exists;
- You do not remove or obscure advertisements, copyright notices or any other proprietary, legal or trademark notices on the Site; and
- the Site is not framed on any other site.

### **Links to Third Party Sites**

We may provide links to other sites from time to time (via advertising or otherwise). We do not supply reciprocal links to third party sites solely

because they have linked to Us. These links are provided for Your ease of reference and information only. We do not control such third party sites and are not responsible for their contents. Our inclusion of links herein does not imply any endorsement of the material contained in such sites nor any association with their operators.

If You decide to access any of the third party sites linked to this Site, You do so entirely at Your own risk and subject to the Terms and Conditions and conditions of use for such sites. You acknowledge that We will not be party to any transaction or contract with a third party that You may enter into and We shall not, to the fullest extent permitted by law, be liable to You with respect to any loss or damage which You may suffer by using those sites. You agree that You will not involve Us in any dispute between You and any third party.

## **Security**

We reserve the right to take appropriate legal action, including without limitation, referral to law enforcement authorities, for any illegal or unauthorized use of the Site. We also reserve the right to take any action to prevent the unauthorized use of Our intellectual property rights.

We may co-operate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of or locate anyone breaching or in breach of the Conduct and Use of the Site Section above or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders. There may be other circumstances in which We may be required by law to disclose information about You or Your use of the Site. You waive and hold Us harmless from any claims resulting from any action taken by Us during or as a result of any investigations by law enforcement authorities and from any actions taken as a consequence of investigations by either Us or law enforcement authorities.

We may investigate any reported breach of these Terms and Conditions or complaints and take any action that We deem appropriate, which may include, without limitation, removing any of Your information, issuing warnings, suspending, restricting or terminating Your access to, and/or removing any materials from the Site. We also reserve the right at Our discretion to suspend, restrict or terminate Your access to this Site at any time without notice if We have reasonable grounds to believe that You have breached any of the restrictions in the Conduct and Use of the Site section above.

## **Severance & Waiver**

If any provision of these Terms and Conditions is found by a court or a regulator to be invalid or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions shall continue to apply.

No waiver of these Terms and Conditions by Us shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure by Us to assert a right or provision under these Terms and

Conditions shall not constitute a waiver of such right or provision.

### **Governing Law & Jurisdiction**

In the event of any dispute between You and Us concerning these Terms and Conditions or any claim arising from, or related to, a visit to the Site, the laws of the State of Maryland, U.S.A. will apply without giving effect to any choice or conflict of law provision or rule. If You wish to institute court proceedings against Us You must do exclusively in the federal courts of the United States located in Montgomery County, Maryland or the courts of the State of Maryland. However, We retain the right to bring proceedings against You for breach of these Terms and Conditions in Your country of residence or any other relevant country. You agree to waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

### **Your Concerns**

The Site is controlled and operated by ABL from the U.S.A. We make no representations that materials in the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so at their own risk and are responsible for compliance with any and all local laws, if and to the extent local laws are applicable.

If You believe that there has been any breach of Your intellectual property rights or that You have been subject to a defamatory statement, please notify Us immediately at the address below, providing Us with: (i) written and verifiable confirmation that You are, or are authorized to act for or on behalf of, the owner of the intellectual property right or the person who alleges the defamation; (ii) the nature of the offending material including the location of it on the Site; (iii) Your full name, telephone number and address including any email address; (iv) a statement by You that the claim being made is accurate and true to the best of Your knowledge and belief. Claim notifications should be sent to by email at [legal@ablinc.com](mailto:legal@ablinc.com) or in writing to the Legal Department at Advanced Bioscience Laboratories, Inc. 9800 Medical Center Drive, Rockville, Maryland, 20850, U.S.A.

If You have any concerns about material which appears on the Site, or if You wish to report any inaccuracies or faults on the Site, or if You have any other suggestions about how the content can be improved, please contact Us at the address below.

If You wish to make any use of material on the Site other than that set out above, please contact Us at the address below.

If You have any questions concerning these Terms and Conditions please write to the Legal Department at Advanced Bioscience Laboratories, Inc. 9800 Medical Center Drive, Rockville, Maryland, 20850, U.S.A. or contact Us at [legal@ablinc.com](mailto:legal@ablinc.com). Questions will be answered at our sole discretion. All rights not expressly granted in these Terms and Conditions are expressly reserved by Advanced Bioscience Laboratories, Inc.

Thank You for visiting Our site.



These Terms and Conditions are dated April 2016.