

## **PRIVACY STATEMENT**

**This document provides two privacy policies. One privacy policy is for the use of BIO's website pages, and the other privacy policy is for the Business Partnering Products and Services (BPPS) offered by BIO and INOVA. In addition, this document provides the Terms of Use for BIO's website pages and the BPPS.**

### **I. PRIVACY POLICY FOR BIO'S WEBSITE PAGES**

The privacy policy for the BIO Website Pages was last updated June 2018.

Thank you for visiting a member of the Biotechnology Innovation Organization (BIO) family of websites. BIO and possibly affiliated organizations ("BIO" "we," "our," "us") maintain these sites (each, strictly for reference in this privacy policy, a "BIO Site" and collectively "BIO Sites"). This privacy policy (the "Privacy Policy") applies to BIO Sites, mobile applications, and other online services that link to this Privacy Policy (the "Services"). By using the Services, you agree to the terms of this Privacy Policy. In addition, by using the Services, you agree to the terms of the BIO TERMS OF USE, which govern your use of the Services. Please note that the Privacy Policy does not apply to other websites of other companies, organizations or our members to which we may link, third party sites that link to us, or to our off-line activities.

IF YOU DO NOT AGREE WITH ANY TERMS OR PRACTICES DESCRIBED IN THIS PRIVACY POLICY, OR BIO'S TERMS OF USE, THEN PLEASE DO NOT USE THE SERVICES.

#### **Information Collection**

Generally, you are not required to provide information about yourself when you visit the Services. You can browse most of our BIO Sites and view our content anonymously (except regarding some information like Google analytics or "informatics"). The type and amount of information BIO collects about you varies according to how you use the Services, BIO Sites or other BIO operations and events. However, we may ask you for (or collect from you) some or all of the following types of information when you access various content or features, submit information to us, or directly contact us with questions or feedback:

- Contact information, such as name, e-mail address, phone number and postal address;
- Demographic information, such as gender, age, income, and residency status;
- Geolocation information and zip code information;
- Communication preferences and information about your interests;
- Search queries;
- Correspondence and other information that you send to us; and
- Additional information as otherwise described to you at the point of collection or pursuant to your consent.

And, for example, we may collect certain information automatically when you visit the Services, including:

- Your Internet Protocol (IP) address, which is the number automatically assigned to your computer whenever you access the Internet and that can sometimes be used to derive your general geographic area;
- Other unique identifiers, including mobile device identification numbers;
- Your browser type and operating system;
- Sites you visited before and after visiting the Services;
- Pages you view and links you click within the Services;
- Information collected through cookies, web beacons, Local Shared Objects, and other technologies (BY USING THE SERVICES, YOU CONSENT TO OUR USE OF COOKIES AND SIMILAR TECHNOLOGIES);
- Information about your interactions with e-mail messages, such as the links clicked on and whether the messages were received, opened, or forwarded; and
- Standard Server Log Information.

### **Use of Information**

We may use information that we collect through the Services for a variety of purposes, including, but not limited to:

- Provide you with the Services or services, newsletters, and information you request;
- Respond to correspondence that we receive from you;
- Contact you via email and otherwise about services that we think might be of interest to you;
- Maintain or administer the Services, perform operational analyses, or for other internal purposes to improve the quality of our operations, the Services, and other services we offer;
- Provide you with Services or services associated with, or notify you of, BIO advocacy, BIO courses, conferences or convention ("BIO Events"), BIO One-on-One Partnering™ ("Partnering") and BIO Business Solutions opportunities;
- Offer (or report resolution of) contests, sweepstakes, programs, registrations and promotions;
- Enabling you to participate in text message and email advocacy campaigns;
- Enabling you to participate in Tweets, blogs, Facebook posts, and patch-through phone calling services (or similar services);
- Customize and personalize your use of the Services; and
- As otherwise described, or pursuant to your consent.

### **Sharing of Information**

We seek to maintain your trust, and we want you to understand when and with whom we may share the information we collect:

- **Service Providers and Vendors:** We may share your information with service providers that perform certain functions, Services or services on our behalf (such as to host the Services, fulfill requests, provide services, manage databases, perform analyses, provide customer service, or send communications for us).

- Stakeholders, Vendors and Members: We may share your information with our members, vendors and select stakeholders within related to the biotech industry. These entities may use your information to make predictions about your interests, to provide Partnering services, to facilitate your participation in BIO Events, and to provide you with special offers, promotional materials, advertisements, and other materials.
- Advocacy Stakeholders and Vendors: We may share your information with various advocacy stakeholders in the biotech or related industries to meet our advocacy goals and support our communication initiatives. These entities in combination with vendors to BIO may use your information to support these efforts.
- Administrative or Legal Process: We may disclose your information to third parties in order to protect the legal rights, safety, and security of our organization, our corporate affiliates, subsidiaries, business partners, and the users of our Services; enforce our Terms of Use; respond to and resolve claims or complaints; prevent fraud or for risk management purposes; and comply with or respond to law enforcement or legal process or a request for cooperation by a government or other entity, whether or not legally required.
- Aggregate Information: We may share aggregate information, such as demographic and usage statistics, with advertisers, sponsors or other organizations.

In addition, we may allow third parties to place and read cookies, web beacons, Local Shared Objects, and similar technologies to collect information through the Services. For example, our third-party service providers may use these technologies to collect information that helps us with traffic measurement, research, and analytics.

Note, online fora (e.g. blogs, Facebook postings, etc.) may be publicly accessible and other users may view information you post on them.

### **Personal Information**

There are certain BIO Sites and features that require you to provide (voluntary and at your option) certain personal information before you may participate in the respective BIO Site (e.g., contest/sweepstakes; subscribe to newsletter). In addition, when you make a purchase, or sign up for a paid service, we will also collect your credit card information as additional personal information. We will use your credit card information only to complete the transaction you have requested.

Some personal information you have provided may be used in combination with other information obtained through other means. For example, we may use your name, company, and e-mail address provided to us online in conjunction with our membership records in order to provide you with a user name and password to access a BIO Site, forum, or specialized area. In other instances, an online inquiry about a purchase from us may prompt a review of an order placed by you over the telephone.

BIO also reserves the right to sell or license the use of information collected from the Services. However, it is our policy to not disclose externally with third parties personal information collected on our site, except in the following instances:

- The personal information provided to us may be transferred, disclosed, sold, licensed or shared with third parties to fulfill a request for our products, programs, Services or services and to those who may be engaged by us specifically to handle and deliver certain activities (e.g., sweepstakes) and perform other technical and processing functions, such as sending e-mail, fulfilling orders, or otherwise operating our sites. They receive access to personal information needed to perform their functions, but may not use it for other purposes.
- Information provided to us through correspondence may be shared (as appropriate) with other interested parties, including our members.

- We also may disclose personal information to third parties (and our members) (1) when required by law or when the information is pertinent to judicial or government investigations or proceedings; (2) to protect and defend our rights and property; or (3) when necessary to protect our interests, our website(s), the safety of its users, or the public.

Other than as set forth above, we currently do not intend to share your personal information with third parties for other purposes. However, in the future, we may disclose personal information you have provided to third parties for additional purposes. In the event we do, we will provide notice of such use to our users as appropriate, i.e. to those that have allowed us to communicate with them.

### **Children's Online Privacy Protection Act (COPPA)**

We do not solicit or knowingly collect information from minors under the age of 13, in compliance with the Children's Online Privacy Protection Act (COPPA). For more information about COPPA, please visit: <http://www.ftc.gov/opa/2010/03/coppa.shtm>.

### **Information Correction or Changes**

You have the ability to correct or change certain information in our records, such as your address and contact information. Generally, you may change this information at any time and as often as necessary. If you need assistance or have questions about correcting information, you can contact us via e-mail at [info@bio.org](mailto:info@bio.org).

### **E-Mails or Text Messages**

If you have provided us with your e-mail address or mobile phone number to subscribe to a Service or services, or to receive notifications or updates about one of our offerings, and you wish to change your address or no longer wish to receive these communications, simply follow the unsubscribe instructions that appear on our sites or in the e-mail or text message communications.

Please note, any information we have collected may remain in back-up storage, archival, and/or log files, for some period of time after a deletion request. This may be the case even though no information about your account remains actively used as described in this Privacy Policy.

### **Security**

We have industry standard security procedures and best practices to help protect against loss, misuse, and unauthorized access to the information you provide to us. Please note, any data transmission or storage cannot be guaranteed to be 100% secure. As a result, while we strive to protect your information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to the Services or services and cannot be responsible for the theft, destruction, or inadvertent disclosure of your information.

### **Consent to Transfer**

In the event that BIO is acquired by or merged with another company, or in connection with the potential sale or transfer of some or all of the assets of our websites, BIO reserves the right to sell, license or transfer to a third party entity your information.

### **Privacy Rights for users of the Services from California, USA**

We do not share information that we collect with third parties for the third party's direct marketing purposes.

Some web browsers may transmit "do-not-track" signals to the websites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. Because there currently is no industry standard

concerning what, if anything, websites should do when they receive such signals, we currently do not take action in response to these signals. If and when a final standard is established and accepted, we will reassess how to respond to these signals. In some cases, third parties may be able to collect information about a user's online activities over time and across different websites when he or she uses our Services.

### **Social Networking Services**

We have worked with certain third-party social media providers to offer social networking services through the Services. For example, you can use third-party social networking services, including but not limited to Facebook, Twitter, and others to share information about your experience on our Services with your friends and followers on those social networking services. These social networking services may be able to collect information about you, including your activity on our Services. These third-party social networking services also may notify your friends, both on our Services and on the social networking services themselves, that you are a user of our Services or about your use of our Services, in accordance with applicable law and their own privacy policies. If you choose to access or make use of third-party social networking services, we may receive information about you that you have made available to those social networking services, including information about your contacts on those social networking services.

### **Notification of Changes**

Periodically we may make changes to this policy. You are responsible for periodically checking our Services for changes to this Privacy Policy. Your continued use of our Services after these changes are posted constitutes your agreement to the changes with regard to any information collected.

### **Contact Information**

We welcome your feedback regarding this Privacy Policy. If you have any comments, questions or concerns about this privacy policy you may contact us at:

Biotechnology Innovation Organization  
1201 Maryland Avenue SW  
Washington, DC 20024  
Tele: (202) 962-9200  
Fax: (202) 488-6301  
E-Mail: [info@bio.org](mailto:info@bio.org)

## II. Privacy Policy for the Business Partnering Products and Services (BPPS) offered by BIO and INOVA

The Privacy Policy for the BPPS was last updated June 2018

The BPPS are being provided to Business Concerns by the Biotechnology Innovation Organization (BIO), a not-for-profit corporation organized under the laws of the District of Columbia with principal offices at 1201 Maryland Avenue, SW, Suite 900, Washington, DC 20024, and Inova Software SA (INOVA), a French public limited company, registered in LYON trade register under number 434 448 866, headquartered at 50, cours de la République, Immeuble les Gémeaux 2, 69100 VILLEURBANNE (France). Hereinafter referred to collectively as “we,” “our,” or “us.”

The BPPS are provided to Business Concerns, and accepted thereby, through any natural person using our BPPS by means of an account the person created. Hereinafter referred to as the “User” or “you.”

This privacy policy for the BPPS constitutes an agreement (Agreement) between us and the User.

**IF YOU DO NOT AGREE WITH ANY TERMS OR PRACTICES DESCRIBED IN THIS PRIVACY POLICY OR OUR TERMS OF USE, PLEASE DO NOT USE THE BPPS.**

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### 1. Object

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We respect your preferences concerning the collection and use of your personal information. We will take special care to protect the privacy and security of your information.

We created this Privacy Policy to let you know what information we collect, why we collect it and to whom it may be disclosed.

#### 1.1. Definitions

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**Business Concern** – A business or legal entity engaged in the use of BPPS through a natural person (User), as differentiated from consumer users of the BIO web pages.

**Personal Data (PD):** any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Data:** any electronic data and information submitted by or for the User to the platform and reasonably required to operate the Products and Services or collected by or for the User using the Products.

**Business Partnering Products and Services (BPPS):** Software and Websites of INOVA and/or BIO, including: Inova Conference, Inova Partneringplace, [www.inova-software.com](http://www.inova-software.com), and BIO One-on-One Partnering.

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## **2. Data Processing Contributors**

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### **2.1. Publishers**

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BPPS are published by INOVA.

INOVA can be contacted:

- by e-mail at : [privacy@inova-software.com](mailto:privacy@inova-software.com);
- by regular mail at: Inova Software, 50 Cours de la République, Les Gêmeaux 2, 69100, VILLEURBANNE, FRANCE
- by phone at : +33 478 27 9502

Head of publication : Mr. Gilles Toulemonde

### **2.2. Web Host**

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Data is hosted by:

Interoute Managed Services is a Swiss limited liability company, registered in GENEVA trade register under number CHE-106.841.122, headquartered at 2 Chemin de l'Epinglier, Meyrin, Geneva, CH-1217 (Switzerland).

Interoute can be contacted:

- by e-mail at : [info@interoute.com](mailto:info@interoute.com)
- by regular mail at :

Interoute Managed Services Sàrl  
Chemin de l'Epinglier 2  
Meyrin  
Geneva  
CH-1217  
Switzerland

- by phone at : +41 22 783 6300/6

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## **3. Data Collection**

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We may collect information through your use of our BPPS and in off-line communications, in online forms, during sales interactions, or at other events.

As a user, you may visit our websites while remaining anonymous and without the need to reveal any Personal Data (PD).

However, certain portions of websites, including BPPS, may require providing PD and Data. We will use this PD to contact you with information that is relevant to the reasons for which it was submitted.

Collected Data can be:

BPPS User Profile: Company description; Therapeutic areas of interest; Financials; Contact Information; Company Assets; Company Services; Company Market Products; Company Management; and, any Content you upload into your BPPS User Profile. BPPS Network Interactions: A User's interactions within BPPS such as, but not limited to, scheduling preferences, searches, accepted meetings, rejected meetings, messages, notes and tasks.

### **3.1. Data Hosting**

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Personal Data and Data collected through the use of BPPS are hosted by Interoute Managed Services.

Interoute Managed Services is a limited liability company, registered in GENEVA trade register under number CHE-106.841.122, headquartered at 2 Chemin de l'Epinglier, Meyrin, Geneva, CH-1217 (Switzerland).

Interoute Managed Services offers suitable safeguards and risk management processes formalized through a contract with INOVA.

### **3.2. Use and share of Data**

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By accepting this Privacy Statement, you agree with sharing PD and Data registered on BPPS with other Users and particularly other users of the BPPS whether companies or natural persons.

You agree that we may use your Data in a manner reasonably required to operate the BPPS. For example, if you become a User by registering for an event, submitting your Data on a One-on-One partnering platform you agree that your Data can be reproduced, replicated, published, displayed, disseminated, and downloaded and printed for personal use by all other Users of that event, and use of its BPPS. You also agree that we may use your Data for internal recording, analysis, research, product development and for answering your queries.

You agree that we may share your Data with companies performing services on our behalf (such as marketing, IT or delivery services) who will only use your Data to provide that service such as hosting and processing services.

**INOVA does not sell, share, or rent your Data to third parties other than as disclosed in this Privacy Policy. Any use of your Data not mentioned in this Privacy Policy will only be made with your permission.**

### **3.3. Data Protection**

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We maintain appropriate physical, administrative and technical safeguards to protect you against the loss or unauthorized use, alteration or disclosure of, or unauthorized access to, the PD and Data under our control.

Personnel accessing your PD and Data are trained and informed of the importance of maintaining the security and confidentiality of such data.

Other than as described in this Privacy Statement, we will not share personally identifiable information with anyone without your prior permission unless we believe in good faith that such release is reasonably necessary to:

- (i) comply with applicable law;
- (ii) enforce the terms of any of our agreements; or
- (iii) protect the rights, property or safety of INOVA or BIO, our visitors, or others.

For your convenience, BPPS may provide links to third-party Web sites. By accessing these links, you leave our BPPS. We do not manage, make any representations about third-party sites nor are we aware of their privacy practices. The PD you choose to give to other sites is not covered by our Privacy policy.

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#### **4. Rights to request the rectification (and erasure)**

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In accordance with French Data Protection Law of 6 avril 1978, you may, at any time:

- Gain access to your hosted PD;
- modify, rectify and erase your hosted PD;
- if justified by legitimate reasons, oppose the use of your P D or PD processing for marketing or unsolicited commercial communications ;
- these rights do not apply to data processed for statistical purposes as it is an anonymous and globalized process.

To use these rights, you may contact:

- **INOVA SOFTWARE SA :**
  - o at the following e-mail address : [privacy@inova-software.com](mailto:privacy@inova-software.com) ;
  - o by regular mail at the following address : Inova Software, 50 Cours de la République, Les Gémeaux 2, 69100, VILLEURBANNE, FRANCE.

#### **4.1. Data retention period**

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PD and Data of the User are retained during the use of BPPS, and until the suppression of the User account.

PD and Data may however be stored beyond this duration to be transmitted, if needed, to judicial authorities to enable criminal offences investigations.

When PD and Data is stored, the PD and Data will no longer be online but be subject to an anonymization process and kept on a safe and independent medium.

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#### **5. Opt-out**

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We may periodically use your e-mail or mobile phone number information for service, sales, support, and marketing purposes. We may use your personal information to provide the services you ask for, like delivering customized emails, newsletters, forms, documents, and

reports. We may also use personal information for auditing, research, and analysis to run (and improve) the Products.

If you wish not to receive such messages, you may simply follow the opt-out procedure specified in such e-mail.

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## **6. Applicable law – Jurisdiction**

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This Agreement shall be governed by and interpreted in accordance with French law.

Any dispute under this Agreement related to BPPS, whether contractual or not, that may arise among the parties in relation to their relationship under this Agreement shall be brought before the competent Courts of Lyon.

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## **7. Children's Online Privacy Protection Act (COPPA)**

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We do not solicit or knowingly collect information from minors under the age of 13, in compliance with the U.S. Children's Online Privacy Protection Act (COPPA). For more information about COPPA, please visit: <http://www.ftc.gov/opa/2010/03/coppa.shtm>.

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## **8. Social Networking Services**

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We have worked with certain third-party social media providers to offer you their social networking services through our BPPS. For example, you can use third-party social networking services, including but not limited to Facebook, Twitter, and others to share information about your experience using our BPPS with your friends and followers on those social networking services. These social networking services may be able to collect information about you. These third-party social networking services also may notify your friends that you are a user of our BPPS or about your use of our BPPS, in accordance with applicable law and their own privacy policies. If you choose to access or make use of third-party social networking services, we may receive information about you that you have made available to those social networking services, including information about your contacts on those social networking services.

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## **9. Privacy Rights for Users in California, USA**

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We do not share information that we collect with third parties for the third party's direct marketing purposes.

Some web browsers may transmit "do-not-track" signals to the websites with which the User communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether Users intend for these signals to be transmitted, or whether they even are aware of them. Because there currently is no industry standard concerning what, if anything, websites should do when they receive such signals, we currently do not take action in response to these signals. If and when a final standard is established and accepted, we will reassess how to respond to these signals. In some cases, third parties may be able to

collect information about a User's online activities over time and across different websites when he or she uses our BPPS.

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## **10. Notification of Changes**

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Periodically we may make changes to this policy. Users are responsible for periodically checking our notices, privacy policy and BPPS for changes to this privacy policy. User's continued use of our BPPS after these changes are posted constitutes User's agreement to the changes with regard to any information collected.

### **III. Terms of Use for BIO's Website Pages**

Welcome to the Internet Sites of the Biotechnology Innovation Organization ("BIO"), the trade association representing the U.S. biotechnology industry. BIO and any affiliated companies (referred to herein as "BIO," "we," "us," or "our") maintain these sites (each a "BIO Site" and collectively "BIO Sites").

BY USING A BIO SITE, YOU SIGNIFY YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THESE TERMS & CONDITIONS (THE "TERMS & CONDITIONS" OR "TERMS") ON OUR SITES. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS YOU ARE NOT AUTHORIZED TO USE BIO SITES. WE RESERVE THE RIGHT, AT OUR DISCRETION, TO CHANGE, MODIFY, ADD TO, OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME WITHOUT NOTICE. PLEASE CHECK THE TERMS PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF BIO SITES FOLLOWING THE POSTING OF ANY CHANGES TO THESE TERMS CONSTITUTES ACCEPTANCE OF THOSE CHANGES.

Some BIO Sites or areas of Sites may have different terms and conditions posted. Any such terms will not vary or replace these Terms & Conditions regarding the use of BIO Sites, unless they expressly state otherwise. Additionally, a BIO Site may contain page(s) or areas with their own Terms & Conditions, in addition to those listed here, which you should review and with which you must agree in order to use those areas.

#### **Copyright, Trademarks and Restrictions**

BIO Sites and their contents are protected pursuant to U.S. and international copyright laws. All materials published on BIO Sites are the copyrighted property of BIO or any affiliated company, third party licensors, or the party credited. BIO claims no copyright in any government or other public domain content that may be on our sites. All trademarks, service marks and trade names, including but not limited to the BIO mark, as well as other marks, owned by BIO are protected by state, federal, and international trademark law. All other trademarks appearing on BIO Sites are the property of their respective owners.

Except where otherwise noted, permission to use Materials (such as white papers, press releases, datasheets, and FAQs) from BIO Sites is granted, provided that (1) none of the copyright, trademark, or other proprietary notices are removed, (2) the Materials are not edited or modified in any way without prior written consent, (3) use of such Materials from the BIO Site is for informational and non-commercial or personal use only and may not be used in a misleading or deceptive manner, and (4) you do not use any Materials, without express written permission, in a manner that suggests an association with any of our groups, services, conferences, conventions, programs, initiatives or other activities. Further, you agree to abide by all additional copyright notices, information, or restrictions contained in any material or content on the BIO Sites.

Materials specified above do not include any BIO trademarks, service marks or other protected intellectual property, including the design or layout of the BIO Sites or any other BIO owned, operated, licensed, or controlled site, which remain owned and protected by BIO.

#### **Proprietary Rights in the Database, Database Content and Software**

User shall not duplicate, distribute, sell, commercially exploit, create derivative works from, or otherwise make available the database or software or information or data contained therein,

in any form or medium, to any third party. User acknowledges that the BIO One-on-One Partnering System and the operating software are proprietary to BIO or, in the case of the software licensed to BIO by its software provider ("Software Provider"), to such Software Provider, that the BIO One-on-One Partnering System and the operating software shall remain the exclusive property of BIO and its Software Provider, and that Customer has no rights therein other than as set forth herein.

### **Linking to BIO Sites**

BIO has no objection to links made from other sites to BIO Sites, provided that you comply with the following requirements:

- You may not frame or alter the appearance of BIO Sites.
- You may not state or imply that BIO endorses, sponsors or otherwise approves your site or any other sites.
- You may not use any BIO Trademarks or logos without prior written consent.
- In view of the dynamic nature of the Internet, and the possibility of updates and changes, we request that your link enter BIO Sites at their home pages.
- You must abide by all of the other BIO Terms and Conditions of use set forth herein.
- Due to the diverse nature of our web activities, websites within the BIO Internet family may have linking policies that differ from this policy. In such cases, the linking policy of the particular BIO Site will be posted, and will supersede the Terms regarding linking to BIO Sites of this document.

### **Software**

If you download authorized software or applications from any BIO Site, the software or applications, including any files, images incorporated in or generated by the software or applications, and data and instructions accompanying the software or applications (collectively, the "Software") are licensed to you by BIO or our third party licensors for your personal, non-commercial use. We do not transfer title to the Software to you. We (or third-party licensors) retain full and complete title to the Software and all intellectual property rights therein. Except as expressly authorized by us, you agree not to redistribute, sell, de-compile, reverse engineer, disassemble, or create derivative works based on the Software, in whole or in part.

If you have any questions regarding this notice, please send a E-mail to [\[web@bio.org\]](mailto:web@bio.org).

### **Submissions**

At times BIO Sites may request ideas or materials that include but that are not limited to concepts, know-how, techniques, suggestions, and materials (collectively "Submission(s)"). Except as expressly provided in our Privacy Policy, in a separate written agreement between you and BIO, or otherwise expressly stated, by submitting any Submission, whether solicited by us or not, you are automatically granting BIO a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials and/or ideas or incorporate such materials and/or ideas into any form,

medium, or technology now known or later developed throughout the universe, and that all so-called "moral rights" to such Submissions have been waived. This grant of rights means that such Submissions will be owned by BIO, and may be used without any payment to, or further authorization by you. The foregoing grants shall include the right to exploit any proprietary rights in such communication, including but not limited to rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction.

### **Forums, E-mail, and Public Communications**

BIO Sites may include forums, chat rooms, e-mail function, or other areas (collectively "Forums"), where users can post or exchange information, ideas, opinions, photographs, images, videos, creative works or any other materials (collectively "Messages") with other users of the Site or the Internet. In no event shall BIO assume or have any responsibility or liability for any Messages posted on Forums or for any claims, damages or losses resulting from their use or appearance on a BIO Site. Children under the age of 18 are not authorized to post messages or participate in Forums on BIO Sites.

BIO does not control Messages delivered to Forums, and BIO has no obligation to monitor such Forums. If at any time BIO chooses, in its sole discretion, to monitor the Forums, BIO nonetheless assumes no responsibility for the content of the Messages, no obligation to modify or remove any inappropriate Messages, and no responsibility for the conduct of the user submitting any Messages.

The Messages do not necessarily reflect the views of BIO and are not necessarily reviewed prior to posting. BIO makes no warranties, express or implied, as to the content of the Messages in the Forums or the accuracy or reliability of any Messages and other materials in the Forums. BIO reserves the right at all times to disclose any information (including the identity of the persons providing information or materials on its Forums) as necessary to satisfy any law, regulation, or governmental request. Further, BIO reserves the right to restrict, prohibit your use, and remove or edit Messages from any Forum at any time, for any reason.

By posting Messages (including but not limited to acts of uploading files, inputting data, or engaging in any other form of communication) through Forums, you are granting BIO a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials and/or ideas or incorporate such materials and/or ideas into any form, medium, or technology now known or later developed throughout the universe, and that all so-called "moral rights" to such Messages have been waived. This grant of rights means that such Messages will be owned by BIO, and may be used without any payment to, or further authorization by you. The foregoing grants shall include the right to exploit any proprietary rights in such communication, including but not limited to rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction.

### **Rules of Conduct**

It is a condition of your use of Forums and BIO Sites that you do not:

- Use any Forums or BIO Sites for any illegal purposes (or to solicit any illegal act) including, but not limited to, violating applicable antitrust laws and regulations.
- Restrict or inhibit any other user from using and enjoying the Forums or BIO Sites;

- Post or transmit an unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, harassing, pornographic, profane, or indecent information of any kind, including images and language or unlawful material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law;
- Post or transmit any message with bigoted, hateful, or racially offensive statements;
- Post any message that solicits gambling or engage in any gambling activity;
- Transmit or upload any information, software or other material that violates or infringes on the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rightful holder;
- Post or distribute any software or other materials that contain a virus or other harmful component;
- Advertise or sell or solicit to others;
- Use the site or its services for the purposes of sending junk email, chain letters, duplicative or unsolicited messages or "spamming," or in connection with contests, surveys, or pyramid schemes;
- Try to gain unauthorized access to an BIO Site, other users' accounts, or computers connected to the BIO Site through password mining or other means; or
- Interfere with another user's use and enjoyment of a BIO Site or any other individual's use and enjoyment of related services

If at any time you are not happy with the Forums or object to any material within Forums, your sole remedy is to cease using them.

### **Contests and Sweepstakes, Auctions, and Other Activities**

BIO Sites may contain certain activities including, without limitation, e-mail services, registration, contests, sweepstakes, and auctions (collectively "Contests"). Each Contest has its own rules, which you must read and agree to before you may enter.

### **Third Party Content and Links to Other Sites**

At certain places on BIO Sites, users may be able to link to other Internet addresses. These other sites are not under the control of BIO, and you acknowledge that BIO is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of such sites. The inclusion of such a link does not imply endorsement of the site by BIO or any association with its operators. Use of any information on BIO Sites or obtained from linked addresses is voluntary and reliance on it should only be undertaken after an independent review. A link or reference herein to any specific commercial product, process or service by trademark name, trademark, service mark, manufacturer or otherwise does not constitute or imply endorsement, recommendation or favoring by BIO.

## **User Access**

User access and use of BIO Sites, or portions thereof may be restricted through the use of a login and password registration mechanism or similar process (collectively "User Account"). You are responsible for maintaining the confidentiality of your User Account, and are fully responsible for all activities that occur under your User Account. You agree to (a) immediately notify BIO of any unauthorized use of your User Account or any other breach of security, and (b) ensure that you exit from restricted areas at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with this provision.

We may change, suspend or discontinue any aspect of our online services at any time, including the availability of any feature, database, or content available at a BIO Site. BIO also may impose limits on certain features and services or restrict your access to parts or all of a BIO Site(s) without notice or liability.

## **Privacy and Security**

We respect the privacy of visitors to BIO Sites. For more information about how we use and protect the personal information you may provide through our websites, [please click here to review the website's privacy policy](#). Note that BIO reserves the right to change its privacy policy at any time without notice.

Please note BIO Sites may contain links to other Internet websites. Whenever you travel to another website you should review its privacy policy. BIO is not responsible for the content or privacy practices of third-party sites.

## **Notice and Procedure for Making Claims of Copyright Infringement**

We may give notice to our users by means of a general notice on any BIO Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's address in our records.

BIO respects the rights of copyright holders and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement on a BIO Site, or your intellectual property rights have been otherwise violated, please provide BIO's Copyright Agent with the information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512.

Notification must be submitted to the following Designated Agent:

Pat Fogarty, Esq.  
Assistant General Counsel & Compliance Officer  
Biotechnology Innovation Organization  
1201 Maryland Avenue SW  
Washington, DC 20024  
Tele: (202) 962-9200  
Fax: (202) 488-6301  
E-Mail: [pfogarty@bio.org](mailto:pfogarty@bio.org)

This contact information is for notices of copyright infringement only.

To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Through this provision BIO seeks to preserve any and all exemptions from liability that may be available under the copyright law, but does not necessarily stipulate that it is a service provider as defined in 17 U.S.C. § 512 or elsewhere in the law.

### **No Legal Advice**

Nothing contained on BIO Sites is intended as, nor shall be construed as, legal advice, guidance, or interpretation. No attorney-client relationship is established between BIO and you by your using BIO Sites. The information provided on BIO Sites is for general informational purposes only, and questions about any law, statute, or regulation should be directed to an attorney with expertise in the relevant area.

### **DISCLAIMER**

BIO SITES AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH BIO SITES (THE "CONTENT") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. BIO SITES INCLUDING CONTENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BIO, ITS MEMBERS, ANY AFFILIATED COMPANIES, ITS LICENSORS, AND ITS EMPLOYEES DO NOT WARRANT THAT BIO SITES AND CONTENT ARE ACCURATE, COMPLETE, RELIABLE, CORRECT, OR FREE FROM ERROR OR OMISSIONS; THAT BIO SITES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT BIO SITES AND CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHERMORE, BIO, AND ON BEHALF OF ITS MEMBERS, ANY AFFILIATED COMPANIES, ITS LICENSORS, AND ITS EMPLOYEES HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT RELATED TO BIO SITES. YOUR USE OF BIO SITES IS SOLELY AT YOUR OWN RISK.

## **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL BIO, ITS MEMBERS, ANY AFFILIATED COMPANIES, ITS LICENSORS, AND ITS EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RELATED TO YOUR VIOLATION OF THESE TERMS OR THAT RESULT FROM THE USE OF, OR INABILITY TO USE, BIO SITES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF BIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, BIO'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED BUT ONLY TO THE EXTENT PERMITTED BY LAW.

## **INDEMNIFICATION**

You agree to indemnify and hold harmless and upon request defend, BIO, its members, any affiliated companies, its licensors, and its employees from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of BIO Sites and/or breach of these Terms. BIO reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the BIO in asserting any available defenses.

## **JURISDICTION**

BIO Sites are maintained by or on behalf of BIO, located in the District of Columbia, United States of America. We make no representation that these materials are appropriate or available for use in any particular location. If you use a BIO Site, you are responsible for compliance with applicable laws. By downloading or using content or features of a BIO Site, you assume the responsibility for doing so in compliance with the law that applies in jurisdiction(s) where you are located.

## **INTERNATIONAL USE**

BIO makes no representation that materials on BIO Sites are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access BIO Sites from other locations do so on their own initiative and are responsible for compliance with local laws.

## **EXPORT CONTROLS**

Software available through BIO Sites is subject to U.S. export controls. No software available from a BIO Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. now or in the future embargoes goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Table of Denial Orders, or anyone subject to any other U.S. export restrictions. By downloading or using any software available on a BIO Site or from a link to a BIO Site, you agree to the foregoing and you warrant that you are not located in, under the control of, or a national or resident of any such country on any such list, or otherwise in violation of U.S. export restrictions.

## **CHOICE OF LAW AND FORUM**

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, United States of America. Actions brought under this Agreement shall be brought in the District of Columbia, provided that federal jurisdictional requirements are satisfied. Users of a BIO Site agree and submit to the jurisdiction of such courts for the purpose of litigating any claim or action related to this Agreement.

## **SEVERABILITY AND INTEGRATION**

Unless otherwise specified herein or expressly stated on a relevant BIO Site, these terms constitute the entire agreement between you and BIO with respect to BIO Sites and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and BIO with respect to BIO Sites. If any part of these Terms & Conditions or terms specific to a BIO Site is held invalid or unenforceable, then the remaining portions shall remain in full force and effect.

The section titles in the Terms are for convenience only and have no legal or contractual effect.

## **TERMINATION**

BIO reserves the right, in its sole discretion, to terminate your access to all BIO Sites, a specific BIO Site, or an area of a BIO Site immediately and without notice. If you have any problems with these Terms & Conditions or with a BIO Site, your sole and exclusive remedy is to cease using the website(s).

## **SURVIVAL**

In the event that your access terminates as provided herein or you cease using a BIO Site(s), these Terms & Conditions shall survive.

## **CONTACT INFORMATION**

If you have any questions regarding these Terms & Conditions, please contact us at [web@bio.org](mailto:web@bio.org). If you have any other questions regarding BIO Sites, please contact us at:

Website Coordinator  
Biotechnology Innovation Organization  
1201 Maryland Avenue SW  
Washington, DC 20024  
Tele: (202) 962-9200  
Fax: (202) 488-6301  
E-Mail: [web@bio.org](mailto:web@bio.org)

#### **IV. Terms of Use for the Business Partnering Products and Services (BPPS) offered by BIO and INOVA**

Last updated June 2018

The BPPS are being provided to Business Concerns by the Biotechnology Innovation Organization (BIO), a not-for-profit corporation organized under the laws of the District of Columbia with principal offices at 1201 Maryland Avenue, SW, Suite 900, Washington, DC 20024, and INOVA SOFTWARE SA (INOVA), a French public limited company, registered in LYON trade register under number 434 448 866, headquartered at 50, cours de la République, Immeuble les Gêmeaux 2, 69100 VILLEURBANNE (France). Hereinafter referred to as “**we**,” “**our**,” or “**us**.”

The BPPS are provided to Business Concerns, and accepted thereby, by any natural person using our BPPS by means of an account the person created. Hereinafter referred to as the “**User**” or “**you**.”

These Terms of Use for the BPPS (Terms) constitute an agreement (Agreement) between us and the User.

#### **IF YOU DO NOT AGREE WITH ANY TERMS OR PRACTICES DESCRIBED IN OUR TERMS OF USE OR OUR PRIVACY POLICY, PLEASE DO NOT USE THE BPPS**

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##### **- Object**

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We operate a professional online global service that provides an extensive set of solutions and tools for its customers to source, initiate, manage and support all their partnering activities. These terms are intended to ensure that our BPPS are used responsibly, and to clarify rights and obligations between Users and us.

#### **This agreement governs User’s use of BPPS.**

As these Terms cover a number of different BPPS, some sections may not be relevant to you.

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##### **- Definitions**

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**Business Concern** – A person, business or legal entity engaged in the use of BPPS through a natural person (User), e.g. as differentiated from consumer users of the BIO web pages.

**Personal Data:** Any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Data:** Any electronic data and information submitted by or for the User to the BPPS Platform for use or operation of the Products, or collected by or for the User using the Products.

**Business Partnering Products and Services** (BPPS or Products): Software and Websites of INOVA and/or BIO, including : Inova Conference, Inova Partneringplace, [www.inova-software.com](http://www.inova-software.com), BIO One-on-One Partnering, <http://convention.bio.org/partner/>

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- **Registration Process**

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o **Submission of information**

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You agree that the information you provide when you register to purchase or use BPPS ("User Data") is true and accurate at the time of provision, and that you have the authority from your organization, and from any individuals whose Personal Data you disclose, to provide such User Data.

o **Log-in and Password creation**

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During the registration process, you may be required to create a log-in and a password to access some BPPS. You are responsible for maintaining the confidentiality of this information and are fully responsible for all activities that occur under it. Log-ins are unique, personal and strictly confidential. We are authorized to use these Log-in's exclusively for technical maintenance, compliance and risk prevention tasks.

You agree to notify us immediately of any unauthorized use of your log-in or password or any other breach of security of which you become aware.

o **Agreement to the Terms**

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When you create an account on one of the BPPS, you indicate that you agree to these Terms by ticking the box « I agree with the Terms of Use and Privacy Policy ».

The agreement with the Terms of Use is mandatory to be able to use BPPS.

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- **Copyright, database rights and trademarks**

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Subject to the limited rights expressly granted hereunder, we reserve all right, title and interest in and to the BPPS, including all of their related intellectual property rights.

For clarity, this includes the Platform and all the Services and documentation offered on the Platform, trademarks and copyrights, licensors' trademarks and copyrights, licensors' operating system licenses or other software used to run the platform such as database management systems, storage systems, backup and safety devices and equipment.

You agree not to decompile, reverse engineer, disassemble, rent, lease, loan, sublicense or create derivative works from any BPPS, including the information and software made available for your use.

Unless specified otherwise by us, you may not copy, save, download, modify, reproduce, republish, distribute, transmit or use for any purposes, whether commercial or non-commercial, any BPPS or any information contained therein, except to the extent required for you to use BPPS.

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- **Parties' obligations**

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o **User obligations**

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You agree that you will only use BPPS in a manner that is consistent with these Terms and in such a way as to ensure compliance with all applicable laws and regulations.

You agree to respect other Users of BPPS. Where a BPPS offers messaging facilities or discussion board, you will refrain from "spamming" multiple accounts with untargeted announcements or requests or sending any messages which are defamatory, offensive, harassing, misleading or unlawful or which violates a third party's intellectual property rights or privacy rights.

If you have any complaint regarding another User's messages or content, please report it to us using any of the methods listed in article 9.

We reserves the right to edit and remove any messages or content that we believe, in our sole discretion, breaches these Terms.

o **Our obligations**

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We will use commercially reasonable efforts to make BPPS available 24 hours a day, 7 days a week, 365 days a year.

The access to the Services is granted via a URL address on the Internet. We are free at any time to modify configurations and IP addresses of its servers without notifying the User in so far as the access via the URL is maintained and that the quality of the Services is not altered.

We shall give at least 5 days electronic notice for planned downtime allowing for maintenance operations. To the extent practicable we shall schedule planned downtime during the weekend hours.

We will notify User within 1 business day of any theft of Data, breach of the confidentiality of the platform or of any attempt to do so.

User understands and agrees that the operation and availability of the systems used to access and interact with the Services, including the public telephone, computer networks and the Internet, or to transmit information, whether or not supplied by User or us, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Services. We are not in any way liable for any such interference with or prevention of User's access and/or use of the BPPS.

Therefore, we do not accept responsibility for any defects that may exist or for any costs, loss of profits, loss of data or consequential losses arising from your use of or inability to access BPPS.

We cannot review, assess or endorse all of the material submitted and/or posted to its websites and so we do not warrant or accept responsibility for the accuracy or reliability of any text, information, data, representations, statements or other material whatsoever.

We provide a platform through which business or investment opportunities may be identified. However, users of BPPS who enter into commercial relationships of any nature with parties identified through BPPS should conduct their own due diligence and we accept no responsibility for the success or failure of such commercial relationships.

In addition, we are not liable for any messages or other content sent or posted by Users of BPPS, via messaging or discussion facilities offered by those BPPS.

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- **Our Rights**

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We reserve the right to deny or suspend your access to BPPS if your use is determined to be against our interests, those of other users or in breach of these Terms.

We will notify you before any change that may occur in the Terms.

Your continued use of BPPS following such change shall be considered your acceptance of such change.

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- **Force majeure**

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Neither party shall be liable to the other for any delay in performing, or failure to perform, any of its obligations under this terms if and to the extent that the failure or delay is caused as a result of any force majeure event, provided that such failure or delay could not have been prevented by reasonable precautions. The time for performance of an obligation that is affected by such an event shall be extended by a period that reflects the delay caused by the force majeure event. A party shall only be entitled to claim relief with respect to a force majeure event if it immediately informs the other party of the nature and severity of the force majeure event (including its estimated duration and impact on that party's ability to perform its obligations), its wish to claim relief, and its intention to take commercially reasonable efforts to resume or maintain performance of its obligations under these terms as soon as reasonably possible.

A Force Majeure event can include but is not limited to, war, terrorist attacks, civil, international or other crises, strikes, government or other official regulations, or acts of nature such as fire, earthquake, volcanic activity, hurricane, flood, disease, natural disasters, or any other unforeseen occurrence whatsoever beyond its control.

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- **Severability**

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If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

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- **Contact**

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If you have a complaint about a BPPS, please contact us using any of the methods listed below and we will try and resolve it as soon as possible.

- by e-mail at : [support@inova-software.com](mailto:support@inova-software.com)
- by regular mail at: Inova Software, 50 Cours de la République, Les Gêmeaux 2, 69100, VILLEURBANNE, FRANCE;
- by phone at : +33 478 27 9502

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- **Applicable law – Jurisdiction**

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This Agreement shall be governed by and interpreted in accordance with French law for any claims against INOVA, and by U.S. law for any claims against BIO.

Any dispute, whether contractual or not, that may arise between the parties in relation to their relationship under this Agreement shall be brought before the competent Courts of Lyon for claims against INOVA, and shall be brought before a competent court in Washington, DC for claims against BIO.