

## User Agreement

By registering and using the services provided by Life Science Exhibits, you hereby agree to the following usage agreement ("User Agreement"). Life Science Exhibits may amend this User Agreement by posting an amended version on the Terms & Conditions tab of the Life Science Exhibits Virtual Event web site. By continuing to use the services, you agree to the Terms & Conditions then posted.

### 1. **Registration:**

- 1.1. You must register to use services provided by Life Science Exhibits. The email address and password you provide during this process will be used as your login credentials on the event website. The email address provided will also be used to recover your password, if needed.
- 1.2. By registering to use the services provided by Life Science Exhibits, here are some commitments you make to us relating to your registered information and maintaining the security of your account:
  - 1.2.1. You will not provide any false personal information, or create an account for anyone other than yourself.
  - 1.2.2. You will not create more than one personal account.
  - 1.2.3. If we disable your account, you will not create another one without our permission.
  - 1.2.4. You will keep your contact information accurate and up-to-date.
  - 1.2.5. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- 1.3. You are responsible for keeping your password confidential and secure.

### 2. **Content and Information Posted:**

- 2.1. Responsibility for what is posted on the website lies with each user; you alone are responsible for the content of your messages and the consequences of any such messages. You agree not to use our services to send or submit information that:
  - 2.1.1. is false, inaccurate or misleading.
  - 2.1.2. infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.
  - 2.1.3. is obscene, violent, discriminatory, unlawful, hateful, pornographic or sexually suggestive.
  - 2.1.4. contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
  - 2.1.5. might create liability for us or might cause us to lose (in whole or in part) the services of our Internet service providers or other suppliers.
  - 2.1.6. interferes with the ability of others to enjoy our site.
  - 2.1.7. impersonates any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of Life Science Exhibits.
  - 2.1.8. links to or include descriptions of goods or services that are prohibited under this Agreement or you do not have a right to link to or include.
  - 2.1.9. contains any content that you do not have the right to make available under any law or any contractual or fiduciary relationship (such as inside information and confidential information learned under a non-disclosure agreement).
  - 2.1.10. instigates or encourage others to commit illegal activities or cause injury or property damage to any person.
- 2.2. We neither endorse nor guarantee the accuracy or propriety of the information users submit. We do, however, reserve the right, but do not assume the obligation, to restrict or prohibit your use of the website if we believe you are violating any of the terms of this User Agreement and to remove, edit, or relocate any submission as we see fit, whether for legal or other reasons.
- 2.3. Users may share their email information in our discussion areas. Accordingly, you may not use any other user's information, personal or otherwise, for any commercial purpose, to send chain letters, junk mail, "spam," or other

bulk communications or for developing lists. Any such use by you will be a violation of this User Agreement.

### **3. Links:**

- 3.1. We welcome links to our website. Hypertext links are allowed if the link does not state or imply any sponsorship or endorsement of your site or use a logo without written consent.
- 3.2. During the event, we may offer links to third-party websites. We are not responsible for those websites or the parties that control them. We are not liable for the content, quality, suitability, functionality or legality of any such sites. You hereby waive any claim you might have against us with respect to such sites and their operators. Services or merchandise ordered through these links are not affiliated with us. All matters concerning such merchandise and services are solely between you and the merchants with whom you do business.

### **4. Rights:**

- 4.1. You acknowledge that:
  - 4.1.1. We permit access to content that is protected by copyrights, trademarks and other intellectual and proprietary rights.
  - 4.1.2. This User Agreement and applicable copyright, trademark and other laws govern your use of such content.
  - 4.1.3. The Life Science Exhibits website and event website (the "Website") and all content contained therein including all images, graphics, information, data, texts, video, audio or other content either shown on the Website, or downloadable from the Website belongs to Life Science Exhibits and can only be used with Life Science Exhibits' permission. Contents on the Website are protected by copyright, trademark and other US and International Laws. Some of the icons, domain names, logos, service marks, trademarks and trade names within the Website are owned by Life Science Exhibits or other owners and used with permission given to Life Science Exhibits. You are not granted any right, or license, to use such logos, service marks, trademarks, and trade names or any other content on the Website without the express written permission of Life Science Exhibits or any third-party owner. You agree not to modify the content of this Website in any way, reproduce it, display it in any public or private setting or for commercial purposes, modify any copyright, trademark, service mark or other proprietary notices contained within the Website. You agree to be bound by the terms and conditions set forth on the Website as an express condition to your use.

### **5. Disputes:**

- 5.1. You are solely responsible for your interactions with other users. Life Science Exhibits reserves the right, but not the obligation, to monitor disputes between you and other attendees.
- 5.2. You may not take legal action against Life Science Exhibits, that results from our website or services provided through the website without first a) sending us, via registered mail or national overnight courier service, a detailed written description of the facts and law out of which your claim arises; and (b) negotiating with us, in good faith, for not less 30 days, toward resolution of the dispute. Any such notice of a dispute must be sent to 2316 Pine Ridge Road, #390, Naples FL 34109, and must be received by us within 90 days of a scenario that first gives rise to a dispute. You agree that all legal action relating to this Agreement or any liability of Life Science Exhibits relating to the provision or non-provision of services relating to this Agreement or any event will be under the jurisdiction of the laws of Florida, without regard to any laws relating to conflict of laws, shall apply in resolving any dispute. You agree to submit to the jurisdiction of the courts of Florida and agree that you will not bring any action against Life Science Exhibits in any jurisdiction outside of Florida.

### **6. Privacy:**

- 6.1. Use of the Life Science Exhibits' services is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference. This includes policy on email solicitation.

### **7. Liability and Warranties:**

- 7.1. You agree that use of the site is at your own risk. We cannot and do not warrant the accuracy, completeness, currentness, non-infringement, merchantability, or fitness for a particular purpose of the information, materials, and services available through the site. We do not guarantee our site to be error-free, secure, continuously available or free of viruses or other harmful components.
- 7.2. In no event shall Life Science Exhibits be liable to you or any third party for any damages, including, but not limited to, consequential, special, incidental, indirect, or similar damages, even if we were advised beforehand of the possibility of such damages.
- 7.3. You agree that the liability of Life Science Exhibits, its affiliates, agents, and licensors, if any, arising out of any kind of legal claim in any way connected to Life Science Exhibits will not exceed the amount you paid, if any, to us. Because some states do not allow the exclusion or limitation of certain categories of damages, the above limitation may not apply to you. In such states, the liability of Life Science Exhibits, its affiliates, agents and licensors is limited to the fullest extent permitted by such state law.

## **8. Life Science Exhibits Communications:**

- 8.1. Life Science Exhibits will communicate with you through email and notices posted on the event website. These include a series of welcome emails, event reminders, newsletters, sponsored emails and update emails which help inform users about various website features and releases. Please be aware that you will continue to receive certain emails from Life Science Exhibits relating to the proper functioning of your account. Upon registration for a Life Science Exhibits Virtual Event or webinar, you agree to receive emails from Life Science Exhibits.
- 8.2. Emails from Life Science Exhibits Sponsors and Partners
  - 8.2.1. Upon registration for a Life Science Exhibits Virtual Event or webinar, you agree to receive emails from the Sponsors of Life Science Exhibits' Virtual Event or webinar. The user can always opt out or unsubscribe at any time. The user has the option to do so: All sponsor related emails provide an easy and free means by which the user can opt-out of future sponsor related emails, and if the user opts out the user request is adhered to in all future email marketing. The user can simply click on the Unsubscribe link located at the bottom of the sponsor's email.
- 8.3. Email Opt-in Laws and Legislation
  - 8.3.1. Life Science Exhibits adheres to the following legal requirements for sending out email marketing messages globally:
    - 8.3.1.1. United States: "CAN-SPAM Act" The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003. The CAN-SPAM Act covers commercial email messages with the primary purpose of advertisement or promotion of a commercial product or service. Don't use false or misleading header information. Don't use deceptive subject lines. Tell recipients where you're located. Tell recipients how to opt out of emails. Honor opt-out requests promptly.
    - 8.3.1.2. Europe: "EU Opt-In Directive" Directive 2002/58/EC (specifies minimum legislation for member states). Directive 2003/58/EC (amending Council Directive 68/151/EEC). The EU Opt-In Directive covers all direct email marketing messages, including charitable and political messages. Don't send direct marketing without permission. Don't conceal the sender's identity. Provide a valid address for the user to opt-out. Provide proof of sign up if asked.
    - 8.3.1.3. Canada: "CASL - Canada's Anti-Spam Legislation." Only send to permission-based email addresses. Identify your name and business. Provide proof of sign up if asked.
    - 8.3.1.4. Australia: "Spam Act 2003". Don't send unsolicited emails. You must have permission to send emails. Include functional unsubscribe options in all email communication. Don't use address-harvesting software in any capacity.
    - 8.3.1.5. Similar laws exist in other countries. They all request you use an opt-in form, keep your list clean and avoid penalties. Emailing through an email service will also keep your email in compliance with email laws around the world.

## **9. GDPR Regulations and Compliance:**

9.1. The EU General Data Protection Regulation (GDPR) replaces the Data Protection Directive 95/46/EC and was designed to harmonize data privacy laws across Europe, to protect and empower all EU citizens data privacy and to reshape the way organizations across the region approach data privacy. The key articles of the GDPR, as well as information on its business impact, can be found throughout this site: <https://www.eugdpr.org/>

#### 9.1.1. Information We Collect

9.1.1.1. Site: We may collect personally identifiable information about you, such as your email address, full name, mailing address, phone number, phone number type, current job title, current institution, current institution type, spoken language, time zone, and areas of interest when you register for an account. Additional personally identifiable information can be provided by you after an account has been created, such as educational history, work experience history, social media accounts and gender. We also use Google Analytics to capture your movement and decisions throughout our website.

#### 9.1.2. How We Use Your Information

9.1.2.1. We use the information that we collect to operate and maintain our Site, send you marketing communications, provide you with relevant content, respond to your questions and concerns.

#### 9.1.3. How We Share Your Information

9.1.3.1. Personally Identifiable Information: Life Science Exhibits will not rent or sell your personally identifiable information to others without your express consent. We may store personal information in locations outside of the direct control of Life Science Exhibits (for instance, on servers or databases co-located with hosting providers). Any personally identifiable information that you elect to make publicly available on our Site, such as posting comments on any of our pages, will be available to others. If you remove information that you have made public on Our Service, copies may remain viewable in cached and archived pages of our Site, or if other users have copied and saved that information. The Personally Identifiable Information you provide to Life Science Exhibits at the time of registration will be provided to the Sponsors of the event.

9.1.3.2. Non-Personally Identifiable Information: We may share non-personally identifiable information (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with interested third parties to help them understand the usage patterns for certain Life Science Exhibits Services.

#### 9.1.4. Storage and Processing

9.1.4.1. Your information collected through our Site may be stored and processed in the United States, Europe, or any other country in which Life Science Exhibits or its affiliates or service providers maintain facilities.

#### 9.1.5. How We Protect Your Information

9.1.5.1. Life Science Exhibits is concerned with protecting your privacy and data, but we cannot ensure or warrant the security of any information you transmit to Life Science Exhibits or guarantee that your information on our Site may not be accessed, disclosed, altered or destroyed by breach of any of our industry standard physical, technical, or managerial safeguards. No method of transmission over the Internet or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security.

#### 9.1.6. Access, Correction, Deletion

9.1.6.1. We respect your privacy right and provide you with reasonable access to the Personal Data that you may have provided through your use of the Site. If you wish to access or amend any other Personal Data we hold about you or to request that we delete any information about you that we have obtained, you may contact us at [customerservice@lifescienceexhibits.com](mailto:customerservice@lifescienceexhibits.com). At your request, we will have any reference to you deleted or blocked in our database.

9.1.6.2. You may update, correct, or request to delete your Account information and preferences at any time by accessing your Settings page on our Site. Please note, while any changes you make will be reflected in active user databases instantly, or within a reasonable period of time. We may retain all information

you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

9.1.6.3. You may decline to share certain Personal Data with us, in which case we may not be able to provide you some of the features and functionality of the Service.

9.1.6.4. At any time, you may object to the processing of your Personal Data, on legitimate grounds, except if otherwise permitted by applicable law.

## 10. Virtual Events:

10.1. Use of Logo and Exhibitor Name: Life Science Exhibits shall have the limited right to use the Exhibitor's exhibitor name, logo, certain marketing materials provided by the Exhibitor for the sole purpose of promoting, marketing and demonstrating Life Science Exhibits' Virtual Events. Life Science Exhibits shall have the right to refer to the Exhibitor as an Exhibitor of Life Science Exhibits' Virtual Events in its advertising and promotional materials, as well as publish its own press releases regarding Life Science Exhibits' Virtual Events.

10.2. Approval by Exhibitor: Prior to the online event, Life Science Exhibits will provide to the Exhibitor an example of the final booth design for the Exhibitor. The Exhibitor will have, in Exhibitor's sole and absolute discretion, approval over the design of the booth, subject to the limitations of templates and colors provided by Life Science Exhibits' software and capabilities. Failure of Exhibitor to timely object to the proposed final booth design, advertising copy, promotional material or other items submitted to Exhibitor for approval shall be regarded as approval by Exhibitor. If the Exhibitor desires a design outside of the aforementioned limitations, Exhibitor will have the option to pay additional professional services fees to Life Science Exhibits.

10.3. Warranty: Life Science Exhibits warrants that the Life Science Exhibits Virtual Events Services will have the functionality and perform in accordance with the specifications set herein, under normal use and circumstances. Life Science Exhibits' sole obligation to Customer for a breach of the foregoing warranties shall be to use commercially reasonable efforts to promptly repair such errors as quickly as possible.

### 10.4. Indemnification:

10.4.1. Life Science Exhibits Indemnity: Life Science Exhibits shall defend, indemnify and hold the Exhibitor harmless from and against all liabilities, costs, damages, losses and expenses (including reasonable attorney fees) arising out of or related to any claim brought against the Exhibitor that the Life Science Exhibits Show Platform infringes, violates, trespasses or constitutes the unauthorized use or misappropriation of any Intellectual Property of any third party.

10.4.2. Exhibitor Indemnity: Exhibitor shall defend, indemnify and hold Life Science Exhibits harmless from and against all liabilities, costs, damages, losses and expenses (including reasonable attorney fees) arising out of or related to any claim brought against Life Science Exhibits that the Exhibitor materials, documents, etc. infringes, violates, trespasses or constitutes the unauthorized use or misappropriation of any Intellectual Property of any third party.

10.5. Links and Referrals: Life Science Exhibits shall have the right to direct traffic to the Exhibitor's web site in conjunction with the online show. Exhibitor shall have the option, but not the obligation unless discounting was provided for such placement, to place a link to the Life Science Exhibits event site on its own site for promotional purposes in the time prior to the online show.

10.6. Disclaimer of Warranty: Other than expressly provided for in Section 3, Event Organizer, and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Life Science Exhibits Virtual Events platform. Event Organizer and its licensors do not represent or warrant that (a) the use of the Life Science Exhibits Virtual Events platform will be secure, uninterrupted or error free, or (b) the Life Science Exhibits Virtual Events platform or the servers that make service available are free of viruses or other harmful components. All conditions, representations, and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, or fitness for a particular purpose, are hereby disclaimed to the maximum extent permitted by applicable law by Event Organizer and its licensors. The Life Science Exhibits Virtual Events platform hereunder is being delivered over the Internet, and accordingly, is subject to limitations, delays, and other problems inherent in the use of the Internet

and electronic communications. Event Organizer is not responsible for any delays, performance due to user hardware, delivery failures, viruses, hacker intrusions or other damage resulting from such problems.

#### 10.7. Term & Termination

10.7.1. The term of this Agreement shall commence upon execution of this Agreement. The Term of this agreement shall end as of thirty (30) days after the last event in which the Exhibitor has a virtual booth. Without prejudice to any other remedies, at any time by giving notice to the other, this agreement may be terminated as follows:

10.7.2. By Exhibitor, upon 30 days' written notice to Event Organizer, if Event Organizer has committed a material breach of its obligations under the Agreement, and such breach is not cured within the 30 day notice period.

10.7.3. By Event Organizer, if Exhibitor fails to pay the fees due pursuant to this Agreement within ten days of the date such payment is due, or upon 30 days' written notice to Exhibitor if Exhibitor has committed a material breach of its obligations under the Agreement, and such breach is not cured within the 30 day notice period

#### 10.8. Limitation of Liability

10.8.1. In no event will any party be liable for incidental, special or consequential penalties or damages, including lost profits, even if such party has been advised of the possibility of such damages. Exhibitor agrees that any liability of Life Science Exhibits and its licensors for damages arising out of the provision of services or failure to provide services, regardless of the form of action, shall not exceed the fees paid by exhibitor for the particular services involved.

#### 10.9. Governing Law, Resolution of Disputes

10.9.1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Florida without giving effect to conflicts of law.

### 11. **Leaderboard & Gamification:**

#### 11.1. The Life Science Exhibits Score, Earning Points and Reward Eligibility

11.1.1. The Life Science Exhibits score and gamification functionality surrounding it was introduced on the Life Science Exhibits event website on April 9, 2020. Any activity prior to this will not contribute to a user's Life Science Exhibits score. Only activity on and after April 9, 2020 will count towards a user's Life Science Exhibits score. Furthermore, Life Science Exhibits reserves the right to adjust/remove points as deemed necessary should a user try to abuse the scoring system for reward eligibility.

### 12. **Discontinuance, Modification & Restrictions:**

12.1. We may discontinue, change, suspend, or restrict access to any of our sites or any portion of our sites at any time without liability to you or any third party.