

Terms of Service

1. General Conditions

This website (available on URL: <http://scinote.net>) is operated by BioSistemika USA, LLC. Throughout the site and throughout these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements, the terms “we”, “us” and “our” refer to BioSistemika USA, LLC; “Client”, “You” and “Your” refers to you, the person accessing this website and accepting the Company’s terms and conditions; “Party” and “Parties”, refers to both the Client and us, or either the Client or us. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same. The term "sciNote" refers to the Electronic Laboratory Notebook Software offered by us on this website.

BioSistemika USA, LLC offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer,

acceptance is expressly limited to these Terms of Service.

We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve

- (a) Transmissions over various networks;
- (b) Changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

You understand that we use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

We may, but have no obligation to, remove Content and Accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or this Agreement.

If your bandwidth usage exceeds 500 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by us) of other Service customers, we reserve the right to immediately disable your Account or throttle your file hosting until you can reduce your bandwidth consumption.

The failure of us to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The Agreement constitutes the entire agreement between both parties and govern your use of the Service, superseding any prior agreements or any prior or subsequent purchase order(s) between both parties (including, but not limited to, any prior versions of the Agreement).

The relationship between both parties under this Agreement is that of independent contractors. For clarification purposes, the parties are not joint ventures, partners, principal and agent, or employer and employee. Neither party shall have the power to bind or obligate the other in any manner.

We shall have the right, in its sole discretion, to assign any or all of its rights or obligations under this Agreement. You shall have no right

to assign any of your rights or obligations under this Agreement. This Agreement shall be inure to the benefit of, and be binding upon, BioSistemika USA, LLC and its respective successors and assigns.

2. Cookies

Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information. Cookies neither damage your hard drives, nor do they transmit personal data and information. Cookies help us to make your website visit easier, more comfortable and more informative and useful.

We employ the use of cookies. By using BioSistemika USA, LLC's website you consent to the use of cookies in accordance with BioSistemika USA, LLC's privacy policy accessible at:

<http://scinote.net/docs/privacy-policy.pdf>.

We use cookies to identify you as a user without prior log-in. This function ('remember me') does not generate additional personal data. Most web browsers accept cookies automatically. You can configure your browser to not accept cookies or to prompt the storage of new cookies.

Disabling or limiting the usage of cookies might prevent services on the web page from operating properly. Some of our affiliate / advertising partners may also use cookies.

3. License

Unless otherwise stated, BioSistemika USA, LLC and/or its licensors own the intellectual property rights for all material on BioSistemika USA, LLC All intellectual property rights are reserved. You may view and/or print pages from www.scinote.net for your own personal use subject to restrictions set in these terms and conditions.

You must not:

- (i) Republish material from <http://scinote.net>;
- (ii) Sell, rent or sub-license material from <http://scinote.net>;
- (iii) Reproduce, duplicate or copy material from <http://scinote.net>;
- (iv) Redistribute content from BioSistemika USA, LLC (unless content is specifically made for redistribution).

The community version of sciNote is available under [Mozilla Public License 2.0](#). The software code can be accessed [here](#). We reserve the right to make different version of the code and under a different license available as a part of our Service on this website.

4. Trial and/or Free Version

If you are having a Trial and/or Free Version then the following additional terms apply:

- (i) A Trial and/or Free Version is offered free of charge and is identified as such;
- (ii) A Trial and/or Free Version may have limited functionality and reduced or altered features;
- (iii) We may define a predetermined amount of time for the operation of Trial and/or Free Version which will be notified upon subscription to the Trial and/or Free Version;
- (iv) We may interrupt the normal functionality of a Trial and/or Free Version for evaluation, review and maintenance purposes, at our discretion and without liability to you; and
- (v) We may terminate or change the license of a Trial and/or Free Version at any time; introduce new features or

functionality to the Trial and/or Free Version (or remove existing features or functionality), and define and deploy certain grades and priorities schemes, in each case at our discretion and without liability to you.

5. Your Account Terms

You may not access the Service through automated methods. Use of robots or other computer code which calls the Service, except where explicitly allowed, is absolutely forbidden.

In order to use the Service you must provide his/her legal full name, a valid email address, and any other information requested in order to complete the signup process and create an account with which you will log-in to the Service. Each login may only be used by one person. A single login shared by multiple persons is not permitted. Users of the Service who represent other persons, groups or institutions declare that they act with permission of these persons, groups or institutions and these persons, groups or institutions are aware of these Terms and Conditions are accepted on their behalf.

We cannot and will not be liable for any loss or damage from your failure to comply with these Terms. You are responsible for all data posted and all activity that occurs under your account (even when data is posted by others who have accounts under your account). Only one login may be allocated to each person. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any applicable laws (including but not limited to copyright laws).

6. Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making

decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

7. Comments

Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the website. BioSistemika USA, LLC does not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of BioSistemika USA, LLC, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws BioSistemika USA, LLC shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

BioSistemika USA, LLC reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.

8. Payments

Your Plan shall commence once we have confirmed your subscription or we have provided access for you to use or browse through the Service (whichever is earlier) and

remains in effect unless terminated as set forth in these terms and conditions.

We provide a range of services for which we charge either One Time Payment or Monthly or Yearly Subscription ("Subscription"). Payment of the subscription fee is upfront for the selected period and must be by credit card charge, PayPal® charge or invoice. Subscriptions will recur automatically unless stated otherwise. All payments are processed by Braintree and PayPal.

Notwithstanding the above, your subscription to any of our free Services do not require the payment of a subscription fee. We reserve the right, in its sole and absolute discretion, to restrict or limit the number of "free" or "basic" versions of the Services that may be used by any individual, entity or group of entities.

The price for the service may vary, as per VAT regulative, VAT must be declared based on your residency. Price is calculated after you provide proper residency information.

We also accept payment via PayPal®. In order to pay with PayPal, You must have an account with PayPal. When you select PayPal to make payments, the transaction is re-directed from www.scinote.net to PayPal's payment site. When PayPal is used, your financial information is not shared with us. Once directed to PayPal's site, PayPal is charged with protecting your personal and financial information. Your PayPal account and any activities related thereto shall be subject to PayPal's terms and conditions and any information provided to PayPal in relation thereto will be governed by PayPal's privacy policy. Once payment is complete via PayPal, PayPal will email a receipt for this transaction. We reserve the right to request proof of identity from any PayPal member.

Unless otherwise provided for herein, payment of all fees are due and payable to us without demand, invoicing or notice before the commencement of the subscription period to which those fees apply.

You agree to be responsible for and to pay any applicable sales, personal property, use, VAT, excise, withholding, or any other taxes that may be imposed, based on this license, or the use or possession of a Service, or any software or other product provided under these Terms, excluding any taxes based on net income payable by us.

Sales, Promotional Offers, Coupons, Credits. Sales, promotions and other special discounted pricing offers are temporary and upon the renewal of your subscription, any such discounted pricing offers may expire. We reserve the right to discontinue or modify any coupons, credits, sales and special promotional offers at its sole discretion.

9. Cancellations and Other Changes to Your Plan

For cancellations, upgrades, downgrades, terminations and any other changes to your Subscription or Service plan you need to contact us by sending an e-mail to info@scinote.net. We reserve the right of 10 working days before applying any changes to such plan.

You are solely responsible for properly cancelling your account. Where you terminate an Account, we shall have no obligation to refund any advance payment that you have made. There shall be no reimbursement of any kind should you decide to cancel your account before the billing period is finished.

Should you fail to pay for subscription for server space, your account shall be automatically switched to Free account, which means that your total server space quota is reduced to 1GB. In such case no data is deleted, however if your quota at the time of such failure to pay is above 1GB, you will not be able to input any more data. Your data will be hosted in this way for at least 30 days. After this period BioSistemika USA, LLC reserves the right to delete any and all data from your account.

Upon cancellation your data will be available on your account for at least 30 days. In this time you can only download any of the data but not upload and/or modify any of it. After such 30-day period, we shall have no obligation to maintain or provide any Data and shall thereafter, unless legally prohibited, be entitled to delete all Data in our systems or otherwise in our possession or under our control or retain such data in our sole discretion subject to the provisions of any applicable law.

In the event that we suspend, terminate or prevent access to your Account, you must not attempt to re-register or submit content or Data (e.g. using someone else's registration), without our prior permission. The period of any suspension depends on all the circumstances at our sole discretion.

Upon termination of this Agreement, for any reason, you agree to cease all use of the Service. Any termination will not affect your obligations to us under this Agreement (including, without limitation, payments, ownership, indemnification and limitation of liability) which are intended to survive such suspension or termination.

10. Modifications to Service and Pricing

We reserve the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof) with or without notice.

We reserve the right at any time and from time to time to temporarily suspend the Service (or any part thereof) with or without a notice.

We reserve the right at any time to permanently discontinue the Service (or any part thereof) with a 30 day prior notice.

Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the website www.scinote.net or the Service itself.

We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service as envisaged under this section.

We shall not be liable in any event for matters which arise due to circumstances beyond our reasonable control.

11. Personal Information

Your submission of personal information through the website and Service is governed by our [Privacy Policy](#).

12. Third-Party Links and Vendors

Certain content and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

The user may order or use services or merchandise through the website www.scinote.net from third parties not affiliated with us ("Third Party Vendors"). All matters concerning such services and merchandise desired from Third Party Vendors, including but not limited to purchase

terms, payment terms, warranties, guarantees, license terms, maintenance and delivery, are solely between the Third Party Vendors and the user and should be directed to such particular Third Party Vendor. We make no warranties or representations whatsoever with regard to any such services or merchandise provided by Third Party Vendors. The user will not consider us, nor will we be construed, as a party to, or a third party beneficiary of, such transactions, whether or not we may have received revenue or other remuneration in connection with the transaction. We will not be liable to the user for any costs or damages incurred by the user or any other person with respect to or arising out of transactions with Third Party Vendors.

13. Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

14. Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

15. Content Ownership

Data uploaded or otherwise submitted to the Service by you is determined entirely by you and you are solely responsible for data. We make no representation regarding data, including its accuracy, copyright compliance, legality or decency. We explicitly disclaim any responsibility for data. You warrant that you have all necessary rights and permissions to upload any data in accordance with these terms.

You will retain all ownership rights in any of data that you transmit to us or post to the Service (each a "Submission" or collectively "Submissions"), and we will not use, reproduce, publish, distribute or display your Submissions owned by you and stored on our Service for our commercial, marketing or any similar purpose without your consent.

If you choose to upload, post, display or otherwise make available

(1) Your Submissions to your group or to users of the Service, or

(2) Any or certain parts of your Submissions to public comments to community pages or product pages within the Service which are accessible by third parties, you also hereby grant us and each user of the Service and/or third parties, who has access to your group page, the community pages, or the product pages or who received your Submissions or public comments from you, a non-exclusive, royalty-free license to access your Submissions and public comments through the Service, and to use and display your Submissions and public comments as permitted through the functionality of the Service and under this Agreement. You further hereby waive any and all moral rights and all rights of a similar nature in any jurisdiction in your Submissions and public comments.

All information, content and/or material posted on the Service by us ("Materials") are our property, our third party providers and/or any other user that posts information on the Service on its behalf, which retains all rights, title and interests in and to such Materials and all intellectual property rights relating there to, including without limitations all copyright, patent, trademarks, logos, design rights and any other proprietary rights.

Other than specifically indicated herein, no transfer or grant of any rights is made or is to be implied by any provision of this Agreement or by any other provision contained in the Service. You agree not to infringe upon all the above rights.

Without limiting any of the foregoing, you may not copy, reproduce, republish, upload, post, transmit, scrap or otherwise distribute, the Materials or any part thereof. You may download, where specifically permitted, one copy of the Materials on any single computer for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices.

Modification of the Materials or use of the Materials for any other purpose, including without limitations the use of Materials on any other services, or website or networked computer environment is strictly prohibited, and be deemed a violation of our copyright and other proprietary (including intellectual property) rights.

You acknowledge that the Materials may contain other proprietary information and material, and you will respect all such proprietary rights and take such precautions as may be reasonably necessary to protect private, confidential and other proprietary information and material from unauthorized use.

16. Security

Website www.scinote.net uses RSA SLL certificate with 256 bit encryption. Entire communication between the user and the Service is coded using HTTPS protocol.

The Service also communicates with third party services listed below, all such communications are encrypted with SSL technology.

- Heroku database (SSL)
- Amazon S3 (HTTPS)
- Braintree (HTTPS)
- Quaderno (HTTPS)
- Google Fonts (HTTPS)

Access to users trying to use the Service through a non-encrypted connection or HTTP protocol is restricted.

17. Intellectual Property

We are committed to protecting the rights of copyright right holders and seeks to comply with all applicable laws and regulations regarding the protection of intellectual property.

Without limiting any of the other provisions of this Agreement, our name, logos, product and Service names and any other trademarks, and/or domain names and/or trade names included in the Service are trademarks, trade names or service marks of BioSistemika USA, LLC (collectively, "Trademarks ") or any of its affiliates. You agree not to display or use, in any manner, any of the Trademarks or copyrighted material prior our written consent. All other third party trademarks, service marks, logos and trade names appearing on any services which are part of the Service are the property of their respective owners. No transfer or grant of any rights under any Trademarks is made or is to be implied by any provision of this Agreement or by any other provision contained in the Service, and all rights in such Trademarks is reserved by BioSistemika USA, LLC or respective holders.

The provider binds himself not to forward or utilize in any way data which was obtained in preparation or execution of the contract, in particular the experimental data of the user or a user's customer. The provider holds any of this information in strict confidence. This also applies towards third party, employees of the provider and unauthorized users, unless it is necessary to fulfil the contract. In case of doubt the provider has to ask for the user's permission.

18. Prohibited Uses

You expressly agree not to use the Service in a manner that is prohibited by any law or regulation, or to facilitate the violation of any law or regulation.

You acknowledge that prohibited conduct includes, but is not limited to, use of the Service to invade the privacy of third parties, transmitting or uploading abusive, profane, libellous, slanderous, threatening or otherwise harassing material via the Service, transmitting or uploading any viruses, worms, "Trojan

Horses" or other similar materials onto the Service, or reproducing, sending or distributing to or through the Service any Unsolicited Commercial Email (UCE) or SPAM or material protected by copyright, privacy or other proprietary right without first obtaining the written permission of the owner thereof.

You expressly agree not to damage, alter or modify the Service or any content thereof. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, BioSistemika USA, LLC, or any other of our service. You agree not to take any action that might compromise the security of the Service, render the Service inaccessible to others or otherwise cause damage to the Service or its Materials. You agree not to add to, subtract from, or otherwise modify the Materials, or to attempt to access any Materials that are not intended for you. You agree not to use the Service in any manner that might interfere with the rights of third parties. You are prohibited from engaging in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on Service network or on another provider's network.

19. Disclaimer of Warranties and Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk.

The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall BioSistemika USA, LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

20. Indemnification

You agree to indemnify, defend and hold harmless BioSistemika USA, LLC and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including

reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

21. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

22. Contract Duration and Termination

This agreement is in effect from the moment you access [sciNote webpage](#) or any affiliated websites and subdomains. The parties may terminate this agreement at their convenience with due regard to the Terms and Conditions described herein.

If the customer creates a Free Account the contract runs for indefinite time and can be terminated for any or no reason at their convenience with no further notice.

After termination of the contract the user has 30 days to extract their data.

23. Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of State of Massachusetts.

24. Changes to Terms of Service

You can review the most current version of the [Terms of Service](#) at any time.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@scinote.net.