SwedenBIO and NLSDays - Terms of use & Privacy Policy

1. About SwedenBIO's Services and these Terms of Use

a) In these Terms of Use (the "Terms") "SwedenBIO" refers to Swedenbio Service AB. This company provide services and events in the Nordic region and abroad.

b) These Terms are intended to ensure that SwedenBIO's online services and products and websites are used responsibly, and to clarify rights and obligations between users and SwedenBIO.

c) As these Terms cover a number of different products, services and websites of SwedenBIO, some sections may not be relevant to you.

2. Agreement to the Terms

By using SwedenBIO websites, you indicate that you agree to these Terms. If you do not agree to these Terms, please cease using the websites immediately. You will be able to register for certain SwedenBIO products, services or websites only if you agree to these Terms.

3. Submission of information

a) You agree that the information you provide when you register to purchase or use any products or services of SwedenBIO ("User Information") 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 Information.

b) To access some SwedenBIO services and products you may be required to select a password during the registration process (or you may be issued with a password, which you will then be asked to change). You are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under it on relevant websites. You agree not to share your username and password with others (other than an administrative assistant) or allow others to access an SwedenBIO product or service using them, without the consent of SwedenBIO.

c) You agree to notify SwedenBIO immediately of any unauthorized use of your username or password or any other breach of security of which you become aware.

4. Your payment and cancellation (applicable only when you are invoiced by SwedenBIO)

a) If the service or product provided by SwedenBIO requires payment, you agree that SwedenBIO can issue your invoice in one or more of a number of different formats, including without limitation hard (paper) copy sent through the mail or given to you by hand, and electronic invoices sent for example by email as PDF, HTML or document files. In particular, you agree to receive electronic invoices that are not secured by digital signature certificates or other security devices.

b) Depending on the product or event, you may be asked to provide credit card details

to pay, or be given the opportunity to elect to be invoiced at a later date.

c) Credit card payments will be made through card processing firms. Debits to your credit card will be in SEK or EURO, depending on your invoice address. The card processing firms SwedenBIO works with handle credit card details using industry accepted standards of security. In the event of any problems concerning credit card payments, please contact SwedenBIO using any of the methods listed below.

d) If you settle an invoice by any method other than by credit card, the total fees payable must be received by us in the manner and currency specified on the invoice.

e) If you cancel your participation in an event organized by SwedenBIO, requests for refunds must be made in accordance with the cancellation policy which is displayed on the 'registration' section of each event website and elsewhere. SwedenBIO reserves the right to charge a reasonable processing fee and cannot be responsible for exchange rate losses and bank charges associated with your refund and so you may not receive the full total of your original payment.

5. Copyright, database rights and trademarks

a) All right, title, and interest (including all copyrights, database rights and other intellectual property rights) in SwedenBIO's products and services belong to SwedenBIO. You acquire no proprietary interest in a product or service of SwedenBIO by using it, registering therein, submitting User Information to it, or attending an event run by SwedenBIO.

b) You agree not to decompile, reverse engineer, disassemble, rent, lease, loan, sublicense or create derivative works from any SwedenBIO product or service, including the information and software made available for your use. Unless specified otherwise by SwedenBIO, you may not copy, save, download, modify, reproduce, republish, distribute, transmit or use for any purposes, whether commercial or non-commercial, any SwedenBIO websites or any information contained therein, except to the extent required for you to use and navigate SwedenBIO websites and SwedenBIO products and services. In particular but without limitation you agree not to :

(1) Download or otherwise extract substantive amount of information concerning registered users or their companies.

(2) Make any information from SwedenBIO products available to third parties that would not otherwise have access to such information.

c) You acknowledge that by submitting User Information to an SwedenBIO website you grant to SwedenBIO and their respective licensees, successors and assigns a royalty-free licence to use the User Information within their websites and in ways necessary for the functioning of SwedenBIO's products and services. Other uses of material you post are covered in SwedenBIO's Privacy Policy.

6. Your obligations

a) You agree that you will only use SwedenBIO products, services and websites in a manner that is consistent with these Terms and in such a way as to ensure compliance with all applicable laws and regulations (including without limitation, your local law).b) You agree to respect other users of SwedenBIO products, services and websites.

Where an SwedenBIO product, service or website offers messaging facilities, you will refrain from "spamming" multiple accounts with untargeted announcements or requests or sending any messages which are defamatory, offensive, harassing, misleading or unlawful. Where an SwedenBIO product, service or website offers a discussion board or other area where you can post messages or other content, you will refrain from posting any messages or other content which is 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 SwedenBIO using any of the methods listed below. SwedenBIO reserves the right to remove any messages or content which it believes, it its sole discretion, breaches these Terms.

c) To the extent to which your use or the use by any person who may be authorized by you or for whom you are responsible (for example, as employer) causes loss or damage to SwedenBIO or any third party, you agree to indemnify SwedenBIO immediately on demand in relation to any such losses or damages attributable to them, including where necessary any legal, administrative or technical charges that may arise from such use.

d) You agree that if you cease to be employed by the organization to which your personal profile is linked, you will inform us accordingly and will refrain from using login credentials to modify that organization's company profile or access that organization's partnering messages, without permission.

e) You may link to the home page of an SwedenBIO website, provided you do so in a way that is fair and legal and does not damage SwedenBIO's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on SwedenBIO's part where none exists. You must not establish a link from any website that is not owned by you. Unless you have SwedenBIO's express permission to do so, you must not frame an SwedenBIO website on any other website or create a link to any part of an SwedenBIO website other than its home page. SwedenBIO reserves the right to withdraw linking permission without notice.

7. SwedenBIO's obligations to you and limitations on liability

a) SwedenBIO will make reasonable efforts to ensure that its products, services and websites meet your requirements and that its websites are available on an uninterrupted, timely, secure and error-free basis and that any known defects will be corrected in a timely manner. SwedenBIO will also take reasonable precautions to ensure that SwedenBIO websites and any downloads SwedenBIO makes available will be free of viruses or bugs and will not cause interruptions to your computer systems.

b) SwedenBIO cannot however warrant that any SwedenBIO website will be absolutely uninterrupted, timely, secure or error-free, that defects will be corrected, or that SwedenBIO websites or the servers used to make them available are free of viruses or bugs or that any information obtained by you through the use of SwedenBIO products or services or websites is accurate. Therefore, SwedenBIO does 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 SwedenBIO products or services or websites.

c) SwedenBIO cannot review, assess or endorse all of the material submitted and/or posted to its websites and so does not warrant or accept responsibility for the accuracy or reliability of any text, information, data, representations, statements or other material whatsoever. The content of websites operated by SwedenBIO is for information only. SwedenBIO provides a platform through which business or investment opportunities may be identified. However, users of SwedenBIO products or services who enter into commercial relationships of any nature with parties identified through SwedenBIO products or services should conduct their own due diligence and SwedenBIO accepts no responsibility for the success or failure of such commercial relationships. In addition, SwedenBIO is not liable for any messages or other content sent or posted by users of SwedenBIO products, services or websites, via messaging or discussion facilities offered by those products, services or websites.

d) SwedenBIO excludes, to the fullest extent permitted by applicable laws, and save in respect of fraud or in respect of death or personal injury arising from SwedenBIO's negligence, all liability for any claims, losses, demands and damages arising directly or indirectly out of or in any way connected with SwedenBIO products or services or websites. This exclusion shall apply in respect of, without limitation, any interruption of service, loss of profits, revenues, contracts, business opportunity or anticipated savings, loss of data, loss of goodwill or reputation, or consequential, incidental, special, or punitive damages, even if SwedenBIO has been advised of the possibility of such damages, whether arising in contract, tort, under statute or otherwise.

e) SwedenBIO may provide links to websites run by third parties ("Third Party Websites") and may post, accept the posting of or make available on SwedenBIO websites content provided by third parties ("Third Party Content"). SwedenBIO does not accept responsibility for your use of any Third Party Website or Third Party Content and does not and cannot be deemed to have endorsed any Third Party Content. In particular, you acknowledge that SwedenBIO will not be party to any transaction or contract with a third party that you may enter into and that SwedenBIO shall have no liability to you in respect of any such transaction, whether arising in contract, tort, under statute or otherwise. You undertake that you will not involve SwedenBIO in any dispute between yourselves and the third party.

f) The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by law or otherwise, all of which are excluded to the fullest extent permitted by law.

8. SwedenBIO's Rights

SwedenBIO reserves the right to:

a) Reject any application from you to register for an SwedenBIO product, service or website or register at an SwedenBIO event at its sole discretion.

b) Deny or suspend your access to an SwedenBIO product, service or website or any part thereof if your use of that product, service or website is deemed by SwedenBIO to be against the interests of SwedenBIO or other users or in breach of these Terms.

c) Modify or withdraw, temporarily or permanently, a website (or any part thereof) with

or without notice to you, and you confirm that SwedenBIO shall not be liable to you or any third party for any modification to or withdrawal of the website.

d) Limit the number of meeting requests you may submit in connection with an event.

e) Change these Terms from time to time by amending this page, and your continued use of an SwedenBIO product, service or website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms then you must immediately stop using the SwedenBIO product, service or website.

f) Refuse to place any content or material provided by you onto a website in its sole discretion and to remove any content or material from the website once uploaded in its sole discretion.

9. SwedenBIO's cancellation and performance

a) SwedenBIO reserves the right to cancel any of its events or discontinue any of its products and services at any time for commercial or other reasons within its control, in which case you will receive a full refund of any monies or any parts of monies paid to SwedenBIO in respect of registration fees, exhibition fees, sponsorship or subscription but no other compensation shall be due.

b) If, however, SwedenBIO is obliged to cancel an event before its start or during its implementation due to reasons of force majeure (including, but 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) then SwedenBIO shall only be obliged to reimburse you subject to pro-rata deduction of any costs SwedenBIO has incurred in preparing the event.

c) SwedenBIO shall not be liable to make any total or partial repayment in respect of the perceived or actual failure of an event to achieve advertised goals or to make available advertised services except where such failure is caused by way of its gross negligence. In the event of gross negligence by SwedenBIO, any claim for refund or payment of damages shall be limited to the amount you paid as registration fees, exhibition fees or sponsorship.

d) When SwedenBIO is providing partnering services at a third party event, SwedenBIO is responsible only for those services and to the extent provided for in these Terms. SwedenBIO accepts no liability for matters between you and the organizer of the third party event including but not limited to any registration fees you may have paid.

10. Privacy Policy and use of cookies

<u>General</u>

SWEDENBIO shall only process personal data in accordance with applicable data protection law and high industry standards.

Personal data

SWEDENBIO mainly process the personal data provided to us;

(i) by you in the day-to-day communications, or

(ii) in connection with entering into or performing an agreement or business arrangement with you, or

(iii) by a third party allowed by law or your consent.

The personal data may consist of contact and identification details and other information relevant to the situation.

Purpose.

SWEDENBIO process personal data for the purpose of communicating with you and to perform, manage and comply with agreements between us as well as rights and obligations which are allowed by law or applicable regulation.

Legal grounds.

The legal grounds for processing personal data is either;

(i) your consent which shall be considered provided when you either voluntary submit the personal data or enter into an agreement with us, or

(ii) a legitimate interest allowed under law.

<u>Security</u>

SWEDENBIO shall use adequate technical and organizational security measures to protect the personal data from loss and to safeguard against access from unauthorized persons. Transfers of personal data may only occur;

(i) to third parties who perform services on SWEDENBIO behalf and who may only process personal data in accordance with our instructions, and may not use personal data for their own purposes; and

(ii) outside the EU/EEA only in accordance with applicable data protection laws and subject to the EU Commission's standard contractual clauses, and

(iii) as otherwise permitted by law or your consent.

Duration.

The duration we process personal data is limited to what is reasonable for the purpose of the processing, unless otherwise required or permitted by law.

<u>Rights</u>

SWEDENBIO is the controller of the personal data processing, meaning that we are responsible for that the personal data is processed correctly and in accordance with applicable data protection laws.

Unless prevented by applicable law, regulation or agreements you have the right to; (i) know what personal data we process about you, and

(ii) request that we rectify or erase inaccurate or incomplete personal data

(iii) object to specific processing of personal data.

(iv) receive the personal data provided by you and have the personal data transferred to another party responsible for data processing.

All communications with SWEDENBIO regarding how we process personal data or exercise of any of your rights can be directed to SWEDENBIO, Wallingatan 24, 11124 Stockholm - Sweden, phone +46 (0) 821 66 20 or by e-mail at info@swedenbio.se.

Reports and complaints can also be directed to Datainspektionen who is the supervisory authority for our processing of personal data.

Cookies

By using this website, you accept that SWEDENBIO may use cookies on your device.

11. General

a) If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.

b) No waiver by SwedenBIO shall be construed as a waiver of any preceding or succeeding breach of any provision.

c) SwedenBIO may assign its rights and obligations under these Terms upon notice to you (but without your prior express consent), provided the assignee agrees to assume and comply with all the obligations set out in these Terms.

d) If you have a complaint about an SwedenBIO product, service or website, please contact SwedenBIO using any of the methods listed below and we will try and resolve it as soon as possible. These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of Sweden. The courts of Sweden will have non-exclusive jurisdiction over any such dispute or claim.

12. Contact and corporate information

Email: info@swedenbio.se Telephone: +46 (0) 821 66 20

Registered office and address for regular mail: SwedenBIO Service AB, Wallingatan 24, 111 24 Stockholm, Sweden

Company registration number: 556644-6398 – VAT SE556644639801

13. Update history

These Terms were last updated on November 2, 2018