# Terms of use - BiopTis Web Site - date 16/05/2013

#### 1. General

The access and use of this website are subject to the general Terms of use set out below. These conditions of use contain legal information on visiting and using the website www.revatis.com hereunder referred as "the Site".

Please read these conditions of use carefully before visiting the website or using it in any way. By accessing this site and any page thereof or making use of it in any way, you acknowledge your agreement with and your understanding of these Terms of use.

If you do not agree to these Terms of Use, please do not access or use this Site.

#### 2. Informations

# 2.1. Editor of the Site

This Site http://www.bioptis.com/ is edited by:

BiopTis S.A. Université de Liège 11 avenue de l Hôpital bâtiment 34, 3ème étage 4000 Liège, Sart Tilman

Email: didier.serteyn@bioptis.com

# 2.2. Website hosting

...... company whose registered office is at ....., tel: +32 (0) ....., will ensure the hosting of the site.

## 3. Privacy policy

We take the greatest care to protect the personal data which you provide to us. You will find our rules on the protection of personal data **HERE**.

# 4. Health related Information

This Site provide general information about the activities of BiopTis. Some information may relate to medical or health conditions, their prevention and treatment. This Information is provided for information purposes only and does not, and is not, intended to provide medical advice, recommendations, or diagnosis in the veterinary field. The information included in this Site is not intended to replace professional medical advice, nor should it be construed as a recommendation for or against the use of a particular health technology.

# 5. Intellectual property rights

### 5.1. Contents

The wire frame or layout and all components of the Site as well as the Site itself are protected by intellectual property law (in particular copyright law, trademark law and design rights) or any other applicable legislation. The User acknowledges that BiopTis is the sole owner of all intellectual property rights on this Website and on the components contained within the Site in particular, without limitation, the texts, photographs, info graphs, icons, images of persons, drawings, models, illustrations, soundtracks, logos, trademarks and software etc.

A non-exclusive licence is granted to the Internet user to use the Site. Nevertheless, no property or other intellectual property right is transferred to the Internet user. This licence only gives the Internet user the right to access the contents of the Site, consult the information it contains and utilise the services offered on the Site in a regular manner, and only for his own private use.

The partial or full reproduction, use, distribution, publication, transmission, amendment or sale of all or part of the elements on the Site by any means and for any reason whatsoever is forbidden unless expressly authorised previously by BiopTis.

You may apply for this authorisation by writing to the following address: didier.argentin@revatis.com and by providing details of the contents you wish to reproduce and of the reproduction media contemplated.

### 5.2. Trademarks

The trademark "BiopTis" is a registered trademark. The trademarks and logos displayed on this Site are either owned by or licensed to BiopTis S.A.. Users are not permitted to use these Marks for any purposes without the prior written consent of BiopTis or such third party that may own the Mark which consent may be granted or denied in such owner's sole discretion.

### 6. Hyperlinks

### 6.1 Creation of hyperlinks to this Site

All links to the front page or to one of the internet pages of the Site may not be created without the previous and written agreement of BiopTis and subject to the mention « BiopTis » or any other equivalent or more precise mention being clearly indicated on the link or close to it.

This authorisation does not apply to internet sites disclosing information of an illicit, violent, polemic, pornographic, xenophobic nature or likely to affect the sensitivity of the greater number.

All direct or in depth links to documents other than an internet page, notwithstanding their form or content, are forbidden unless expressly authorised by BiopTis.

Authorisation applications for the creation of the links referred to in this article must be sent to the following address: <a href="mailto:didier.serteyn@bioptis.com">didier.serteyn@bioptis.com</a> . It is mandatory that the application mention the address of the (URL) page on which the link on the third party site will be posted.

### 6.2. Inclusions and use of frames

Any use or reproduction, even partial, of one of the elements of the site in a third party site by means of processes known as inclusion, frames, in lining or any other process of a similar nature are strictly forbidden.

### 6.3. Links to other external websites

The Site may contain links to the websites or web pages of third parties. Third party websites are provided solely for your convenience and information. BiopTis does not provide any guarantee and declines any liability with regard to both the hypertext links created on the BiopTis website to third parties' websites and the contents of these Internet sites.

Access to these websites is at your risk and you are fully aware that these Internet sites may be subject to other provisions regarding the protection of privacy and/or, in a general manner, other Terms of use than those applicable to this Site.

### 7. Online purchasing

The online sale of products presented on the site www.bioptis.com or www.bioptis.be is reserved exclusively for healthcare professionals (hospitals, medical centers, veterinarians, surgeons, etc) in the field of veterinary products. Before ordering, each Purchaser must register at www.bioptis.com or www.bioptis.be and be approved by BiopTis. Eligibility to purchase shall be determined by BiopTis in its sole discretion. Each purchase of a product shall be deemed an acknowledgement and acceptance of the BiopTis general conditions of sales you may consult **HERE.** 

### 8. Information provided on the Site

BiopTis takes the utmost care of the quality of BiopTis website for both content and user-friendliness and takes all reasonable measures to provide correct and up-to-date information on the Site.

However, information on our website may contain typographical errors or inaccuracies and may not be complete or current. Therefore, BiopTis reserves the right to correct any errors, inaccuracies or omissions (including after an order has been submitted) and to change or update contents of the Site at any time without prior notice.

BiopTis reserves the right to limit provision of its products to any legal entity, geographic region or jurisdiction and/or to limit the quantities or any products we provide. Any offer for any product made on this Site is void where prohibited.

# 9. User Obligations

In using this Site, you agree:

- not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked Web sites;
- not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Web sites;
- not to upload, post, or otherwise transmit through or on this Site any viruses or other harmful, disruptive or destructive files;
- not to use or attempt to use another's account, service or system without authorization from BiopTis, or create or use a false identity on this Site;

- not to transmit through or on this Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- not to attempt to obtain unauthorized access to the Site
- not use this Site for any purpose that is unlawful or may impair the reputation and honour of BiopTis
- not to reproduce on any support whatsoever any content of this website whithout authorization.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted via the Site.

You warrant the truthfulness and correctness of any information communicated on this Site.

You agree to indemnify, defend and hold harmless BiopTis, its officers, directors, employees, agents, suppliers and third party partners from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms of Use.

#### 10. Access to the Site

BiopTis makes every effort to ensure uninterrupted availability of the Site (accessible 7 days a week, 24 hours a day).

Nevertheless BiopTis cannot guarantee a continuous, uninterrupted and secured access to the Site. BiopTis may interrupt, at any time and without prior notice, the access to the Site in case of risk of misuse or fraud or in order to perform maintenance or to implement any improvement or modification. BiopTis shall do its utmost to limit the duration of such interruptions and shall, whenever possible, inform the Internet users of these interruptions and their estimated duration.

Without prejudice to its rights to indemnity, BiopTis reserves the right to prohibit, at any time and without prior notice, the access to all of a part of the Site to the Internet user for the following motives: violation of the present Terms of use, utilisation of the Site for unlawful or immoral purposes, infringement on the integrity, the security or the reputation of the Site.

### 11. Liability & Warranties

Except as expressly provided otherwise and to the maximum extent permitted by law, this Site and any of its content including all materials, information or services on this Site or linked from this Site are provided "AS IS" and "AS AVAILABLE" without warranty of any kind, and BiopTis and its suppliers and partners hereby expressly disclaim all warranties of any kind, whether express or implied, including but not limited to implied warranties or merchantability, fitness for a particular purpose or non-infringement of third party rights.

BiopTis make no warranty that this Site will meet your requirements or expectations. That access to this Site or any information, opinions or services linked from this Site will be uninterrupted, timely, secure, or error-free or that results from such use will be accurate or reliable.

BiopTis cannot ensure that any files or other date you download from this Site will be free of all viruses, malware, contamination, trojan horses or other hamful software or program elements.

Your use of BiopTis website is at your own risk.

BiopTis shall not be liable in any manner whatsoever for direct, indirect, incidental, consequential, loss of data, income or profit, punitive damages and/or claims of third parties resulting from the use of, access to, or inability to use the information and/or the services contained respectively offered on this Site or any damages arising out of or in connection with the use of this Site even if BiopTis was informed of the possibility of such prejudice.

BiopTis makes no representation about and has no responsibility in relation to any product or information you obtain from third party website linked to this Site.

# 12. Warning against counterfeit

BiopTis products are sold exclusively by approved retailers and through our official websites (www.bioptis.com or www.bioptis.be) for worldwide purchases.

Only purchases carried out through these sale channels guarantee you the purchase of the branded original products of high quality. Outside those official distribution networks, you may buy counterfeit or poor quality products.

# 13. Safety

BiopTis is implementing safety measures to protect the personal information you provide, against non authorised access and use. However, the user recognises that he/she has been informed that no data forwarded on internet is 100% secured and any information communicated on line may potentially be intercepted and used by persons other than their intended recipient.

# 14. Nullity of a clause

Whenever possible, the provisions of these terms of use shall be interpreted so as to be valid and enforceable under applicable law. However, if one or more provisions of these terms of use is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of these terms of use shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case, BiopTis shall amend the invalid, illegal or unenforceable provision(s) or any part thereof with a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

#### 15. Modification

BiopTis reserves the right to amend, correct or withdraw information and prices provided on the website at any time without prior notice.

BiopTis will inform the user of the modification mentioning the date of the last modification on the website and the latest version available.

# 16. Governing law - Disputes

These legal mentions shall be governed and construed in accordance with Belgian law without taking into account conflict of rules principles.

BiopTis reserves the right to require and obtain injunctions or orders to defend its rights under these legal mentions.

You agree that regardless of any statute or law to the contrary, any claim or cause of action against us must be filed within one year of such claim or cause of action arising.