

LEGAL NOTICE & TERMS AND CONDITIONS OF USE

LABOGENA DNA WEBSITE

Please read the following (i) Legal Notice and (ii) Terms and Conditions of Use (hereinafter "**the Conditions**") carefully before accessing the present LABOGENA's Website.

BY ACCESSING THE WEBSITE, THE USER CONFIRMS THAT IT HAS READ AND UNDERSTOOD THE CONDITIONS AND AGREES TO ALL THE TERMS SET OUT HEREIN. IF THE USER DO NOT UNDERSTAND OR DOES NOT AGREE TO ANY OF THE TERMS CONTAINED IN THE CONDITIONS, IT HAS TO EXIT THE WEBSITE.

LEGAL NOTICE

ARTICLE 1. EDITORIAL INFORMATION

Pursuant to Article 6 of French Law No. 2004-575 of June 21, 2004, for confidence in the digital economy, the User of the Website is informed of the identity of the various stakeholders involved in its creation and monitoring:

Website: <http://www.labogena.com> (hereinafter referred to as "**the Website**")

Owner: LABOGENA DNA, a simplified joint stock company with a sole shareholder, with share capital of €2,506,000, incorporated, governed and organized under the French laws, registered towards the Trade Registry of RENNES, FRANCE, under number 798 033 817, whose registered office is located at Rue Éric Tabarly, 35538 NOYAL-SUR-VILAINE CEDEX, FRANCE, whose main establishment is located at 4 avenue du 1er mai, 91120 PALAISEAU, FRANCE, and whose address for sending samples is 17, rue Léon Blum, 91120 PALAISEAU - FRANCE; Intracommunity VAT no: FR37798033817(hereinafter « **LABOGENA** »),

Publication manager: Mr Julien PRADELLES, acting as LABOGENA General Manager

Publication directors: Mr Julien PRADELLES (same quality)

Hosting provider: MANITOBA

Webmaster : MANITOBA

Legal notice credits: LABOGENA

Responsible for processing/Data controller: LABOGENA

CONTACT US

- LABOGENA's phone number: +33 (0) 1 39 67 58 60 (standard) ; +33 (0) 1 39 67 58 68 (customer service)
- Email address: clients.labogena@labogena.fr

GENERAL CONDITIONS OF USE OF THE WEBSITE AND THE SERVICES OFFERED

ARTICLE 2. DESCRIPTION OF THE SERVICES PROVIDED

2.1. General description. The purpose of the Website is to provide information concerning LABOGENA's activities. More precisely, the purpose of the Website is :

- to present:
 - LABOGENA and its activities ;
 - services marketed by LABOGENA;
- to access to an extranet "Customer Area";
- the following options:
 - order DNA sampling kits;
 - request a commercial offer;
 - send a message to LABOGENA;
 - send a complaint to LABOGENA.

2.2. Indicative nature. All the information indicated on the Website is given as an indication and is likely to evolve. In addition, the information on the Website is not exhaustive. They are given under reserve of modifications having been made since their setting online.

ARTICLE 3. USE OF WEBSITE AND CONTENT

3.1. The User:

- may access and use the Website solely for its personal use in accordance with the Conditions;
- agrees not to access or use the Website in any manner that is prohibited by the Conditions or is otherwise unlawful;
- agrees that if its authorization to access the Website:
 - is terminated, the User will not thereafter access, or attempt to access, the Website, directly or indirectly and,
 - is suspended, the User will not thereafter access, or attempt to access, the Website, directly or indirectly, until the User' suspension is removed and we give the User express notice thereof.

3.2. LABOGENA reserves the right, in its sole discretion, to terminate or suspend the User's access to, and/or use of the Website or any portion thereof, at any time, with or without the prior User's notice and for any reason (or no reason).

3.3. The User is granted a limited, revocable license under copyright to make a single copy and/or print a sole copy of any information displayed or transmitted on the for its personal, non-commercial use solely.

ARTICLE 4. RESTRICTIONS

4.1. The User agrees not to:

- decompile, reverse engineer or disassemble any software or other products or processes accessible through the Website, and not to insert any code or product or manipulate the Content in any way that affects the user's experience;
- use any data mining, horses, worms, time bombs, web crawlers, robots, cancelbots, spiders, Trojan horses, corrupted files, or any data or price gathering or extraction method in connection with the User's use of the Website except for customary search engines used in accordance with instructions directed to search engines and available on the Website.

4.2. Except as expressly permitted in Section 2 "Use of Website and Content" above, the User agrees not to, without first obtaining LABOGENA's prior and written express authorization:

- distribute (including via e-mail), or otherwise make available, copies of any Content to anyone;
- republish the Content on the Internet or any intranet or extranet Website or incorporate the Content in any database, file, compilation, or archive;
- reproduce, adapt, distribute, perform or display any Content, in each instance except to the extent required for the limited purpose of viewing material on the Website;
- alter or remove any trademark, copyright or any other notice contained in any Content;
- archive or retain any Content in any form;
- use Content for any commercial purposes, (i) use any of LABOGENA's trademarks as metatags on other Websites, (ii) use the Website in any manner that is illegal or impairs the operation of the Website or its availability or usage by others, and/or (iii) display any part of the Website in frames (or any Content via in-line links).

ARTICLE 5. LIMITATIONS OF RESPONSIBILITIES

5.1. Contractual limitations on technical data

The Website uses JavaScript technology.

LABOGENA cannot be held responsible for any material damage related to the use of the Website.

In addition, the User of the Website undertakes to access the Website using recent, virus-free equipment and with a latest-generation, up-to-date browser.

- can't be held be liable for any direct or indirect loss or damage, including, but not limited to, loss of profit, that may be suffered as a result of information provided on the Website, or for any loss or damage resulting either directly or indirectly, resulting from the use of unsuitable or defective equipment, either the appearance of a bug or an incompatibility, and the information contained therein;
- shall only be liable for loss or damage attributable to ordinary negligence if such loss or damage was foreseeable.

5.2. No warranties

The Website is provided on an “AS IS”, “AS AVAILABLE” basis. LABOGENA has exercised the utmost care in compiling the information contained on the Website and strives to provide information on the Website that is as accurate as possible. Information provided on the Website is often updated and checked for accuracy.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT THE USER’ SOLE DISCRETION AND RISK. LABOGENA AND ITS SUPPLIERS HEREBY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, COMPATIBILITY, SECURITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE AND/OR ANY OF LABOGENA’ SUPPLIERS KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE IN RESPECT OF THE WEBSITE (INCLUDING, WITHOUT LIMITATION, ALL CONTENT). FURTHERMORE, LABOGENA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT IN RESPECT OF THE WEBSITE (INCLUDING, WITHOUT LIMITATION, ALL CONTENT).

Moreover, no warranty is given that the Website will operate error free or without interruption, that any faults will be corrected, or that the Website and servers from which information is accessible will be free of viruses, Trojan horses, worms, software bombs or other harmful components and programs and LABOGENA accepts no liability in respect thereof.

LABOGENA cannot be held responsible for:

- direct or indirect damage caused to the User's equipment when accessing the Website, resulting either from the use of equipment that does not meet the specifications indicated in Article 4, or from the appearance of a bug or incompatibility;
- indirect damages (such as loss of business or loss of opportunity) resulting from the use of the Website.

Interactive spaces (possibility to ask questions in the contact area) are available to users.

LABOGENA reserves the right:

- to delete, without prior notice, any content posted in this space that contravenes the legislation applicable in France, in particular the provisions relating to data protection;
- if necessary, to question the civil and/or criminal liability of the user, particularly in the case of messages of a racist, insulting, defamatory, or pornographic nature, regardless of the medium used (text, photography, etc.).

The Website is a service provided by LABOGENA. The present general conditions of use, along with any other terms and conditions that may appear on the Website from time-to-time (collectively, belong to the aforementioned abbreviation “**the Conditions**”), set forth the terms and conditions under which the User may use and access the Website.

At any time, LABOGENA:

- i. may modify, suspend, discontinue and/or restrict the use of all or any portion of the Website including the availability of any data or other information contained on the Website at any time for any reason and without notice or liability, and,
- ii. reserves the right, with or without notice to the User, to change any of the services offered on the Website including, but not limited to, hours of operation, menu structures, access procedures, software commands, documentation, suppliers and/or other services.

THE USER IS EXPRESSLY INVITED TO READ WHENEVER IT ACCESSES THE WEBSITE IN ORDER TO ENSURE THAT IT AGREES TO THE AMENDED VERSION OF THE CONDITIONS AND THAT IT TAKES NOTE OF THESE ONES. IF THE USER OBJECTS TO ANY OF THE CONDITIONS OR ANY SUBSEQUENT CHANGES, THE USER MAY NOT MAKE USE OF THE WEBSITE.

5.3. Notice relating to the security of the Website

In order to ensure the security of the Website and to guarantee its access to any User, CHAROLAIS UNIVERS uses software to control the flows on the Website, to identify unauthorized attempts to connect or change information, or any other initiative that could cause damage. Unauthorized attempts to load information, alteration of information, aiming at causing damage and in a general way any attack on the availability and the integrity of the Website are strictly prohibited and liable to penal sanctions. In fact, the fact of fraudulently accessing or remaining in all or part of an automated data processing system is punishable by 2 years' imprisonment and a fine of €60,000 (Article 323-1 of the French Penal Code). When this results either in the deletion or modification of data contained on the Website, or an alteration of the functioning of the Website, the penalty is 3 years' imprisonment and a fine of €100,000 (Article 323-1 of the French Penal Code). Fraudulently introducing data into an automated processing system or fraudulently deleting or modifying the data it contains is punishable by five years' imprisonment and a fine of €150,000 (Article 323-3 of the French Penal Code).

Any subsequent legislative or regulatory amendment which modifies or recodifies all or part of the aforesaid articles of the Penal Code will not affect the substance of this clause if the offence in question remains existing in the applicable law.

ARTICLE 6. THE USER'S RESPONSIBILITY

6.1. Responsibility for the User's Content

The User is solely responsible for all Content.

6.2. Unsolicited idea

The User has not to send unsolicited ideas to the Website, including but not limited to ideas for advertising campaigns, promotions, products, product improvements, processes, materials, marketing plans, or product names. Neither LABOGENA nor any of its employees accept or consider unsolicited ideas.

This policy is intended to avoid misunderstandings or disputes when LABOGENA's products, services, or marketing strategies seem like unsolicited ideas that were submitted to the Website.

If, despite our request that the User not send us the User's ideas, the User still send them, then regardless of what the User's submission states, the following terms shall apply to the User's submission, the User agrees that:

- its ideas will automatically become the property of LABOGENA, without compensation to the User, and,
- it hereby assigns and agrees to assign to LABOGENA all rights in and to such, and,
- LABOGENA can use the ideas for any purpose and in any way, even give them to others.

Notwithstanding the foregoing, LABOGENA may welcome the User's feedback regarding many areas of LABOGENA's existing business.

If the User wants to send to LABOGENA its feedback on LABOGENA's existing products or marketing strategies, it may use "Contact Us" form. Consequently, LABOGENA refuses any unsolicited ideas that the Conditions and the governing law shall not allow LABOGENA to take into account or even consider.

6.3. Indemnification

The User agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability and costs, including, without limitation, reasonable attorney's fees, incurred by the Indemnified Parties in connection with any claim arising out of:

- the User's access and/or use of the Website, or/and,
- any breach of any of the Conditions by the User or any user of the User's account, or/and,
- any allegation which, if true, would constitute a breach of any of the Conditions by the User or any user of the User's account.

ARTICLE 7. MANAGEMENT (PROTECTION AND PROCESSING) OF PERSONAL DATA

The User is invited to consult the Personal Data Protection Policy (also known as the "Confidentiality Policy") in the "Personal Data" section of the Site.

ARTICLE 8. INTELLECTUAL PROPERTY

8.1. Proprietary rights

LABOGENA is the owner or legitime user of the intellectual property rights or holds the rights of use on all the elements accessible on the Website, in particular the texts, images, graphics, logo, icons, sounds, and software. All Content, as well as the selection and arrangement of the Content, is owned by (or licensed to) LABOGENA, its affiliates or suppliers and is protected by copyright, trade dress, trademark, unfair competition, and/or other laws and may not be used, copied, or imitated in whole or in part except as expressly provided in the Conditions. Except as otherwise expressly provided in the Conditions, all rights in and to the Content are expressly reserved by LABOGENA (or MANITOBA for the creative part). All components of the Website are protected by LABOGENA property laws and are the property of LABOGENA or third parties. Users shall not acquire any rights, including rights in or to any software, trademarks, or components of the Website, by downloading or printing any material from the Website.

As between LABOGENA and the User, LABOGENA owns, solely and exclusively, all rights, title and interest in and to the Website, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, text, software, titles, Shockwave files, etc.), code, data and materials thereon, the look and feel, design and organization of the Website, and the compilation of the content, code, data and materials on the Website, including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein. User's use of the Website doesn't grant to this one ownership of any content, code, data or materials the User may access on or through the Website.

Prior consent. Any reproduction, representation, modification, publication, or adaptation of all or part of the elements of the Website, regardless of the means or process used, is prohibited without the prior written consent of LABOGENA.

Prohibitions. Copyright notices and trademarks may not be changed or removed.

Any unauthorized use of the Website or of any of the elements it contains will be considered as constituting an infringement and will be prosecuted in accordance with the provisions of articles L.335-2 and following of the Intellectual Property Code.

Components of the Website may not be reproduced in whole or in part in any manner or form (including electronic or printed form) without the prior written consent of LABOGENA and unless full acknowledgement of the source is provided. The User is not permitted to create hyperlinks or inline links from other Websites to the Website without the prior written consent of LABOGENA.

Databases protection. The databases are protected by the provisions on the legal protection of databases including articles L341-1 à L343-7 of the French Intellectual Property Code.

8.2. Copyright Infringement

LABOGENA:

- doesn't allow copyright infringing activities on the Website;
- may remove User Communications if properly informed that the User Communications infringe another's copyright rights;
- may terminate the ability to submit User Communications if, under appropriate circumstances, a person submitting User Communications to the Website is determined to be a repeat infringer.

If the User is a copyright owner or an agent for such owner and believe that any User Communications on the Website by third parties infringes upon the User's copyrights, the User may notify LABOGENA by providing the following information in writing:

- a hand-written or electronic signature of a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
- an identification of the location where the original or an authorized copy of the copyrighted work exists;

- an identification of the User Communication(s) or material that is claimed to be infringing and a description of the infringing activity and information reasonably sufficient to permit LABOGENA to locate the same;
- information reasonably sufficient to allow LABOGENA to contact the User, such as an address, telephone number, and, if available, an email address;
- a statement that the User has a good faith belief that use of the User Communication(s) or 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 User are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed. LABOGENA's agent for notice of claims of copyright infringement can be reached at the aforesaid email address.

If the User fail to comply with all the requirements above, the User's notice may not be valid.

ARTICLE 9. LINKING AND THIRD-PARTY DEALINGS

9.1. LABOGENA:

- may provide hyperlinks to other Websites and Internet resources operated by parties other than LABOGENA;
- has no control over such Websites and resources or their privacy policies. Such hyperlinks are provided for the User's reference only. The inclusion of hyperlinks to such Websites does not imply any sponsorship, affiliation or endorsement of the material on such Websites or with their operators.

9.2. The User is expressly invited to review carefully that third party's policies and practices and make sure the User are comfortable with those policies and practices before this one engages in any transaction. Any complaints, concerns or questions the User may have relating to materials provided by third parties should be forwarded directly to the third party.

ARTICLE 10. MISCELLANEOUS

10.1. Failure to enforce not a waiver. The failure of LABOGENA to enforce at any time any provision of the Conditions shall in no way be construed to be a waiver of such provision or of any other provision hereof.

10.2. Foreclosure. The User agrees that any cause of action that the User may desire to bring arising out of or related to the Conditions and/or the Website must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.

10.3. Compliance. The User may not use the Website or export the Content in violation of export laws and regulations, of which the U.S. ones. If the User access the Website from a location outside the United States, the User are responsible for compliance with the whole local laws.

10.4. Assignment and delegation. Both LABOGENA and its legal successors and agents are entitled to rely on the Conditions. LABOGENA may:

- assign any rights accruing to it under the Conditions;
- delegate its duties or assign any of its obligations under the Conditions to third parties.

ARTICLE 11. ENFORCEABILITY OF DISCLAIMERS

11.1. Entire agreement. The Conditions contain the full understanding with respect to the User's use and access of the Website and supersede all prior agreements, terms, conditions, and understandings, both written and oral, with respect to such use and access of the Website.

11.2. Saving clause. If any portion of the Conditions is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of the Conditions shall remain in full force and effect.

ARTICLE 12. GOVERNING LAW – PLACE OF JURISDICTION

12.1. Law. Access to and use of the Website as well as the Conditions shall be governed by and construed in accordance with French law for clients in France, and the national/local law of the clients from abroad.

12.2. Amicable settlement. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Conditions or the interpretation thereof.

12.3. Written notice. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with the Conditions by giving a written notice (dispute notice) to the other Party, which shall contain the claim purpose, the arguments in support thereof and the eventual remedial actions taken or that could be taken.

12.4. Place of jurisdiction. If the dispute remains, the city of RENNES (Ille-et-Vilaine, FRANCE) shall be the place of jurisdiction.

ARTICLE 13. DEFINITIONS

Content: means collectively the content that the User uploads, downloads, posts, emails or otherwise transmits to or from the Website, including the submission of product descriptions, ratings, reviews and all other data, profile information, documents, text, software, applications, music, sound, photographs, graphics, video, messages, (including, but not limited to, logotypes, trademarks, service marks, directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, audio clips, video, html, source and object code, software, data, and the like, status updates, blog postings, forum postings, comments, questions, answers or any other materials whatsoever, whether similar or dissimilar to the foregoing.

[Data] Controller: means "the natural or legal person, public authority, agency or other body which alone or jointly with others determines the purposes and means of the processing" (Article 4, point 7 GDPR).

Indemnified Parties: means LABOGENA and its affiliates, shareholders, officers, directors, employees, information providers, suppliers, and licensees.

Personal Data: means any information relating to an identified or identifiable natural person; An "identifiable natural person" is deemed to be a natural person 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 his or her physical, physiological, genetic, mental, economic, cultural or social identity (Article 4 of the General Data Protection Regulation no. 2016/679 of 27 April 2016 in force as of 25 May 2018 (GDPR) and of the amended Act of 6 January 1978).

User: means the web user of the Website.

User Communications: means any content of any kind that the User posts to the Website.