



## Terms of Use

### 1. Acceptance Of Biorchestra Co., Ltd. (Biorchestra) Terms & Conditions of Use

Your access to and use of the biorchestra.com website ("Website") is subject exclusively to these Terms & Conditions of Use ("Terms"). By using the Website you are fully accepting the Terms. If you do not accept the Terms, you must immediately stop using the Website. You will not use the Website for any purpose that is unlawful or prohibited by the Terms.

### 2. Advice

The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

### 3. Change of Use

Biorchestra reserves the right to: (a) change or remove (temporarily or permanently) the Website or any part of it without notice; or (b) change the Terms at any time. You confirm that Biorchestra shall not be liable to you for any change or removal of the Website or any part of it and your continued use of the Website following any change shall be deemed to be your acceptance of such change.

### 4. Links to Third Party Websites

biorchestra.com may include links to third party websites that are controlled and maintained by others. Links to third party websites are not endorsements of such websites. You acknowledge and agree that Biorchestra is not responsible for the content or availability of any such sites.

### 5. Copyright

All copyright, trademark and other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Biorchestra or otherwise used by Biorchestra as permitted by law. In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content of the Website may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of Biorchestra. This prohibition excludes the downloading, copying and/or printing of pages of the Website for personal, noncommercial use only.

### 6. Disclaimers and Limitation of Liability

The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to warranties of noninfringement, compatibility, security, accuracy, or the implied warranties of merchantability or fitness for a particular purpose. To the extent permitted by law, Biorchestra will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website. Biorchestra makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

### 7. Indemnity

You agree to indemnify and hold Biorchestra and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Biorchestra arising out of any breach by you of these Terms or arising out of your use of the Website.

### 8. Severance

If any portion of these Terms should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such portion shall be severed and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable.

If you have any questions about the Terms, please contact us and we will be happy to clarify.