

## **TERMS OF USE**

Welcome to Regen Lab's web site (the Site). Please carefully review these Terms of Use (Terms). For purposes of these Terms, Regen Lab SA is referred to as RGL, us, we, etc. Your use of this Site constitutes your acceptance of these Terms. If you do not agree to abide by all of the provisions contained in these Terms, you must not use or access the Site. RGL also may make changes to these Terms, which will be posted to this page and will become effective immediately upon posting. For this reason, we urge you to read these Terms each time you visit our Site. These Terms were last updated August 25, 2015.

### **1. Scope**

We control and operate this Site from Switzerland. This Site is intended for use by residents outside of the United States only and contains information regarding RGL products and services available for sale or distribution outside of the United States. If you are a U.S. resident, you shall consult the following website: <http://www.regenlabusa.com/>. As a U.S. resident, you may access this Site solely at your own risk and are responsible for compliance with local laws and regulations, if applicable. Any references to products or services on the Site do not imply that RGL intends to announce or offer these products or services in your country.

### **2. Registered Users**

Visitors to the Site may use the public areas of the Site for informational purposes and are subject to these Terms. In addition, certain areas of this Site contain information intended only for medical professionals. Accordingly, RGL reserves the right to limit access to certain areas of the Site to medical professionals who register and meet the qualifications imposed by us. The resources provided in the cellular matrix CRM application and certain other password-protected areas of this Site are specific to and intended for medical professionals who specialize in the medical specialties that we serve. To register, a medical professional must provide us with certain personal information, including his or her name, profession, email address, postal address, title, phone number, clinical affiliation/specialization and therapeutic area(s) of interest. If you do not qualify, please do not attempt to register with us. Upon our review and acceptance of your registration information, RGL will provide you with a User ID and password. The information you provide must be accurate and complete, and it is your responsibility to inform us of any changes to that information by emailing us at [support@regenlab.com](mailto:support@regenlab.com). We reserve the right to discontinue access to any restricted area of the Site at any time, without notice to you, for any reason. If you are or become a registered user, you are responsible for maintaining the confidentiality of your User ID and password. If you become aware of unauthorized use of your User ID and password, you agree to immediately notify RGL. The personal information provided by you is subject to our Privacy Policy, which can be found on the Site.

### **3. Modifications to Site**

RGL reserves the right to modify or discontinue the Site (or any portion of the Site), temporarily or permanently, with or without notice to you, and is not obligated to support or update the Site. RGL shall not be liable to you or any third party in the event that RGL exercises its right to modify or discontinue the Site (or any portion of the Site). Unless explicitly stated otherwise, any new features that augment or enhance the current Site shall be subject to these Terms.

### **4. Copyright Notice**

All of the trademarks, service marks and logos displayed on this Site are registered and unregistered trademarks of RGL, its affiliates or subsidiaries, or third parties who have licensed their trademarks to RGL or one of its affiliates or subsidiaries. In addition, all content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained on this Site or in commercially produced information presented to you through the Site by RGL, its affiliates or RGL's third party licensors (Content) is protected by copyright, patents or other proprietary agreements and laws and you are only permitted to use Content as expressly authorized by RGL, its affiliates or its licensors. Nothing contained herein transfers any right, title, or interest in the Site or the Content to you.

You may download, view, copy and print Content, subject to the following:

- (a) the Content may be used solely for personal, informational, or internal business purposes;
- (b) any and all copyright, trademark and other proprietary rights notices must appear on all copies, including the copyright notice at the bottom of the page;
- (c) the Content may not be modified or altered in any way; and
- (d) no graphics may be used separate from accompanying text.

Except as provided above, you may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, frame, mirror on another Web service, use any meta tags, inline any graphics or distribute any Content or information from the Site in whole or in part without the express permission of RGL. Requests for such permission should be made to [support@regenlab.com](mailto:support@regenlab.com). Any rights not expressly granted herein are reserved. Please be advised that RGL enforces its intellectual property rights to the fullest extent of the law.

Certain product, service, or company designations for companies other than RGL may be mentioned in the Site for identification purposes only. Such designations are often claimed as trademarks or service marks. In all instances where RGL is aware of a claim, the designation appears in initial capital or all capital letters. However, you should contact the appropriate companies for more complete information regarding such designations and their registration status.

## **5. No Medical Advice**

The information on this Site is provided for informational purposes only and is not intended or recommended as a substitute for professional medical advice. Always seek the advice of your physician or other qualified health care provider regarding any medical condition or treatment.

We may also include certain information, reference guides and databases intended for use by licensed medical professionals. These tools are not intended to give professional medical advice. Physicians and other health care providers should always exercise their own clinical judgment for any given situation.

## **6. User Feedback**

RGL is pleased to hear from visitors and welcomes your comments regarding the Site. Please be advised, however, that RGL and its employees do not accept or consider unsolicited ideas, including ideas for new products or technologies, processes, materials, marketing plans, or new product names. Please do not send your unsolicited ideas or any original materials to RGL or anyone at RGL. If, despite this request, you still send RGL your ideas and materials, please understand that by submitting the information through this Site, you assign RGL, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in the information or materials

you submit. We will be entitled to use any information and materials you submit through this Site for any purpose whatsoever without restriction and without compensating you in any way, and by submitting any such information and materials, you represent to RGL that you have the right to do so.

## **7. Resume Submission**

RGL may allow online submission of resumes in response to job postings on the Site. Your personal information is subject to our Privacy Policy. You agree not to post any false or inaccurate biographical information. Recruiters representing candidates may not send candidates' resumes in response to job postings on the Site. There is a risk that your resume may be lost or intercepted by a third party if you submit it to RGL through the Site. RGL cannot be held responsible for any loss arising from the transmission or use of resumes obtained through the Site. In addition, RGL may contract with a third party service provider to host the resume submission page.

## **8. Links**

The Site may provide links to web sites operated by RGL outside or inside of the U.S. as well as web sites operated by third parties. Please refer to the separate terms of use, privacy policies, and other rules posted on these linked sites before you use them. Third party links are provided merely as a convenience to you, and the inclusion of any link does not imply affiliation or endorsement by RGL. RGL does not review, monitor or check the accuracy of content published on third party sites, and is not responsible for the availability of, and content provided on, third party sites. If you choose to purchase any products or services from a third party, your relationship is directly with the third party and RGL is not responsible for any loss or damage of any sort you may incur from dealing with any third party. Third party web sites may contain information about uses of products that have not been approved or cleared by the U.S. Food and Drug Administration. RGL does not endorse the off-label use of any of our products.

In general, in the absence of any other agreement with Regen Lab, you may link or hyper-link to the home page of the Site from your web site, subject to the following:

- (a) you notify us by email at [support@regenlab.com](mailto:support@regenlab.com) specifying the URL of each page from which you will be linking to our home page;
- (b) you do not frame the Site or any portion of the Site;
- (c) you do not deep link into the Site (i.e., you do not link into any page other than the home page);
- (d) the link or hyper-link to the Site is not used in a way that suggests that RGL endorses you or your web site;
- (e) the link is identified using a plain text rendering of the RGL name and not any trademark or RGL logo;
- (f) the link or hyper-link to the Site is not used or presented in any way that disparages RGL or tarnishes, blurs, or dilutes the quality of RGL's names or trademarks or any associated goodwill; and
- (g) you agree that we may terminate your right to link or hyperlink to the Site at any time for any reason or no reason.

## **9. Disclaimer**

THE SITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS AND SERVICES PROVIDED ON THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RGL EXPRESSLY DISCLAIMS ALL

WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. RGL MAKES NO WARRANTY THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

ANY CONTENT, MATERIALS, OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK. RGL SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, OR INFORMATION.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RGL OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

#### **10. Limitation of Liability**

IN NO EVENT SHALL RGL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE OR ANY SERVICES PROVIDED THROUGH THE SITE, EVEN IF RGL WAS ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. THIS LIMITATION ON LIABILITY APPLIES TO, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUSES WHICH MAY INFECT YOUR EQUIPMENT, FAILURE OR MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, BODILY INJURY, PROPERTY DAMAGE, INFORMATION PROVIDED OR SUBMITTED BY YOU OR MEDICAL PROFESSIONAL ON ANY RGL WEBSITE WHETHER BY E-MAIL, FORM, CRM TOOL OR ELSE, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **11. No Resale of the Site**

Your right to use the Site is personal to you. You agree not to reproduce, duplicate, copy, sell or resell the Site, without the express written consent of RGL.

#### **12. Privacy Policy**

All information submitted to the Site, including but not limited to personally identifiable information, is treated in accordance with the RGL Privacy Policy.

#### **13. Indemnity**

You agree to indemnify, defend and hold RGL, its parents, subsidiaries, affiliates, shareholders, directors, officers, employees and agents, harmless from any claim, demand, liability, expense, or loss, including reasonable attorneys' fees, made by any third party due to or arising out of, or in any way connected with your use of or access to the Site or your violation of these Terms.

#### **14. Export Restrictions/Legal Compliance**

RGL controls this Site from within Switzerland. You may not access, download, use or export the Site or the Content in violation of Swiss export laws or regulations, or in violation of any other applicable laws or regulations.

#### **15. General**

In the event that any provision of these Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, the determination shall affect only the portion of the provision determined to be invalid, unenforceable, or void, and shall not affect the remainder of that provision in any way. You agree to allow a court or arbitrator to replace such an invalid, unenforceable, or void provision with a valid provision which is as similar as possible in substance to the invalid, unenforceable, or void provision. RGL's failure to act with respect to any breach by you does not constitute a waiver of our right to act with respect to subsequent or similar breaches.

These Terms shall be governed by and construed in accordance with Swiss laws without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of Switzerland, the laws, rules and regulations of Switzerland shall govern. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. You hereby consent to personal jurisdiction by courts located in Lausanne, Switzerland.

RGL may assign its rights and duties under these Terms without such assignment being considered a change to the Terms and without notice to you. You may not assign these Terms without the prior written consent of RGL.

These Terms, the Privacy Policy, any operating rules, policies, or procedures that may be posted from time to time by RGL on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter hereof and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. Nothing contained in these Terms shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Sections 3, 4 (excluding the second paragraph), 5 through 17 shall survive termination of these Terms.

#### **16. Acknowledgment**

By accessing this Site or registering with RGL, you agree to all the terms and conditions of these Terms. You acknowledge (a) that you have read and understood these Terms; and (b) that these Terms have the same force and effect as a signed agreement.

#### **17. Contact Information**

If you have any questions regarding these Terms or the Site, please contact RGL at [support@regenlab.com](mailto:support@regenlab.com).