

BIOCENTURY

USER AGREEMENT

Updated December 8, 2016

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Users are solely responsible for the contents of any messages they post on bulletin boards, chat rooms or other communications devices as may be provided by the Web Site or the Services from time to time, as well as for the consequences of any such messages. You agree not to use the Web Site or the Services for chain letters, junk mail, "spamming" or commercial solicitations, and not to send any message or material that is unlawful or gives rise to civil liability. All such communications through the Services are public and not private communications, and the Publisher reserves the right to remove such communications for any reason or no reason.

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You agree to defend, indemnify and hold harmless BioCentury, its affiliates, and their respective employees, officers, directors, shareholders, members, agents, representatives, service providers and suppliers, from and against any and all claims, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees, costs and expenses) arising from Your violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including without limitation infringement of any copyright, violation of any proprietary right or invasion of any privacy rights, except to the extent that such liability results from any infringement of copyright, violation of any proprietary right or invasion of any privacy right by BioCentury.

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You acknowledge that data, including e-mail, electronic communications and personal financial data, may be accessed by unauthorized third parties when communicated between you and BioCentury using the Internet, other network communications facilities, telephone or any other electronic means. You agree to use standard commercial Internet Browser software that supports a data security protocol compatible with the (SSL) protocol used by BioCentury and to follow BioCentury's log-on procedures for electronic Publications and Services. You acknowledge that BioCentury is not responsible for notifying You of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including without limitation the Internet.

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With the exception of standard commercial Internet Browser software, You agree not to use any software, program, application or any other device to access or log on to BioCentury's computer systems, the Web Site, or to automate the process of obtaining, downloading, transferring or transmitting any content, information or quotes to or from BioCentury's computer systems or the Web Site.

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BioCentury reserves the right to terminate this Agreement and Your access to the Publications, Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to breach of this Agreement, discontinuation of BioCentury's access to any Information or data from any third party provider or termination of one or more agreements between BioCentury and any provider of Information. In the event of a termination by BioCentury, neither the Information providers nor BioCentury shall have any liability to You; provided, however, that if the termination is without cause, BioCentury will refund the pro rata portion of any fee that may have been paid by You for the portion of the terminated Publications and Services not furnished to You as of the date of such termination.

14. Survival of Terms

The provisions of Paragraphs 4 ("No Warranties"), 5 ("Exclusion of Consequential Damages; Limitation of Liability"), 6 ("Proprietary Information"), 7 ("Third Party Links"), 9 ("Indemnification"), 10 ("Data Transmission"), 12 ("Subscription, Service, Use Fees"), 13 ("Termination"), 18 ("HTML Access"), 19 ("Governing Law") and 20 ("General") will survive the termination of this Agreement.

15. Amendments to Agreement

BioCentury reserves the right, in its sole discretion, to change, modify, add or delete portions of the terms of this Agreement at any time by notifying You of the change by posting notice of such changes on this BioCentury Web Site. You can access the current terms and conditions of this Agreement at any time by going to the Customer Service section of the BioCentury Web Site. You agree that Your accessing or using a Publication or Service after any changes are made to this Agreement will constitute Your agreement to and acceptance of such changes.

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If Your subscription under this Agreement includes the right to access BioCentury Innovations in HTML format, the terms and conditions of this Paragraph 18 shall apply:

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This Agreement is governed by the laws of the State of California, USA, without regard for its conflicts of laws rules or your actual state or country of residence. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

20. General

Any dispute between the parties will be resolved exclusively by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association and shall be held in San Mateo County, California, USA. If any action or proceeding is commenced to enforce or interpret this Agreement or any right arising in connection with this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding. You acknowledge that, in providing You with the Publications and/or Services, BioCentury has relied upon Your agreement to be bound by the terms and conditions of this Agreement, as currently in effect and as amended from time to time. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Any waiver of any provision of this Agreement by BioCentury will be effective only if in writing and signed by an officer of BioCentury.

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