

# Terms & Conditions

## Legal Information

PLANETBIO ("PLANET.BIO," "COMPANY", "WE", "US") PROVIDES THIS WEBSITE AND ALL SITE-RELATED SERVICES, INCLUDING THE CONTENT AND CODE RELATED THERETO (COLLECTIVELY, THE "SITE"), SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THIS TERMS OF USE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THIS SITE. By using the Site, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, please do not use the Site.

This Agreement is made between the Company and you, the Site visitor and/or registered user ("you"). We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the Site, including eliminating or discontinuing any content on or feature of the Site, restricting the hours of availability or limiting the amount of use permitted; or
- Change any fees or charges for use of the Site, including instituting new or increased fees or charges for the use of the Site or any other Site-related services or any feature thereof.

Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Site or via electronic mail. Your use of the Site after such notice will be deemed acceptance of such changes. Be sure to review this Agreement periodically to ensure familiarity with the most current version. Upon our request, you agree to sign a non-electronic version of this Agreement. You must be at least 13 years of age to use the Site.

## Ownership; Proprietary Notices

The Site, including all pages within and all code related thereto, is the property of PlanetBio. No portion of the materials or code on these pages or anywhere on the Site may be reprinted or republished (other than as is necessary to view the page on your monitor) in any form without the express written permission of the Company.

The Site is owned and operated by us in conjunction with others pursuant to contractual arrangements. Unauthorized use of the materials on the Site may violate copyright, trademark, patent, and other laws and is prohibited. You acknowledge that you do not acquire any ownership rights by using the Site.

## Warranty Information; Disclaimer

THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE RELATED SERVICE, OR ANY PRODUCT OR SERVICE LICENSED, PURCHASED OR OTHERWISE MADE AVAILABLE THROUGH THE SITE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER

EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PLANETBIO AND ITS AFFILIATES, SUPPLIERS, SPONSORS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER PLANETBIO, AFFILIATES, SPONSORS, SUPPLIERS NOR AGENTS MAKES ANY REPRESENTATION AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE SITE-RELATED SERVICES

PLANETBIO AND ITS AFFILIATES, SUPPLIERS, AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE OR THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE (OR THE SERVER(S) ON WHICH IT IS HOSTED) OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE, AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE SOFTWARE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF PLANETBIO OR ITS AFFILIATES, SUPPLIERS, AGENTS, REGISTERED USERS, OR VISITORS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.

You acknowledge that the Site could include inaccuracies or errors, or materials that violate these Terms of Use (specifically, the "Code of Conduct" section). Additionally, you acknowledge that unauthorized additions, deletions, and alterations could be made by third parties to the Site. Although the Company attempts to ensure the integrity and the accuracy of the Site, it makes no guarantees whatsoever as to the Site's completeness or correctness. In the event that such a situation arises, please contact us at [admin@planet.bio](mailto:admin@planet.bio) with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the section on "Claims of Copyright Infringement."

The Site is a digital media platform allowing for recruitment marketing and advertising by employers, recruiters, and agencies of available job opportunities and employer/product branding at their companies or companies they represent (hereinafter referred to collectively by "employers" and by candidates of their own profiles and resumes." The Company does not evaluate or censor the resumes, job listings, or other information posted to the Site. Moreover, the Company is not involved in the actual transaction, if any, between potential employers and candidates. Consequently, we have no control over the quality, safety or legality of the job listings, resumes, or advertising posted to the Site, the truth or accuracy of such job listings, resumes, or advertising, the ability of employers to hire candidates or the ability of candidates to fill job openings.

Because user authentication on the Internet is difficult, the Company cannot and does not confirm that users are who they claim to be. Because we do not and cannot be involved in user-to-user transactions or control the behavior of the Site's users, in the event that you have a dispute with one or more Site users, you release the Company (and its affiliates, agents and employees) from all claims, demands and damages (actual and consequential, direct and indirect) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes. You acknowledge that there may be certain risks, including but not limited to the risk of physical harm and of dealing with strangers, underage persons, or people acting under false pretenses, associated with pursuing relationships begun on the Internet. You assume all risks related to dealing with other users with whom you have had contact through the Site.

You acknowledge and agree that you are solely responsible for the form, content, and accuracy of any resume, job listing, or other material you post to the Site. The Company neither warrants nor guarantees that a resume or job posting will be viewed by any specific number of users, or that a resume or job listing will be viewed by any user. We are not to be considered as an employer with respect to your use of the Site and we shall not be responsible for any employment decisions made by any entity posting job listings or resumes to the Site.

### **Limitation of Liability**

NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS, ADVERTISERS, AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR CONTENT CONTAINED ON THE SITE, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT CONTAINED WITHIN THE SITE IS TO STOP USING THE SITE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR OTHERWISE) SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE.

### **Acknowledgement**

This Site may contain links to other websites operated by third parties, other than affiliates of the Company ("Linked Sites"). We neither control nor endorse such other websites, nor have we reviewed or approved any content that appears on the Linked Sites. You acknowledge that when you click on a link to visit a Linked Site, a frame may appear that contains the Company logo, advertisements, and/or other content selected by the Company. You acknowledge that the Company and its sponsors neither endorse nor are affiliated with the Linked Sites and are not responsible for any content that appears on the Linked Sites. You also acknowledge that the owner of the Linked Site neither endorses nor is affiliated with the Company and its sponsors.

### **Void Where Prohibited; Indemnification**

Although the Site is accessible worldwide, not all products or services discussed, referenced, or made available on the Site are available to all persons or in all geographic locations or jurisdictions. We make no representation that materials on the Site are appropriate or available for use in locations outside the United States. Those who choose to access the Site from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws if and to the extent local laws are applicable. The Company reserves the right to limit the availability of the Site and/or the provision of any product or service described thereon to any person, geographic area, or jurisdiction it so desires at any time and in our sole discretion and to limit the quantities of any such product or service that we provide.

You agree to indemnify, defend and hold us, our affiliates, sponsors, officers, directors, employees, agents, and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, (b) your violation of the Code of Conduct, and/or (c) your activities in connection with the Site or Site-related services.

### **Code of Conduct**

While using the Site or Site-related services, you agree not to do any of the following without our prior written authorization:

- Post any inaccurate, untimely, stale, incomplete, or misleading information.
- Post any employment opportunity or requirements that are inaccurate or not available with a verifiable company that is directly represented by your office.
- Post any employment opportunities that are not life sciences-related, or are outside a life sciences-related field or organization.
- Keycode (by overuse of a skill set, term, or definition within a job posting, profile, resume, or otherwise in an effort to gain priority placement of a posting), copy other job postings as your own, post the same position multiple times on the Site or post multiple positions within one posting.
- Place any contact information within a job posting that is different from or in addition to the contact information provided when subscribing to the Company service.
- Post any employment opportunity that does not contain a valid application method, such as company URL, e-mail address, or "apply online" that is connected to the "Apply Now" button in the job posting.
- Place any content within the job details of a job posting that directs PlanetBio job seekers to apply directly via an email address or any other method that circumvents the "Apply Now" link.
- Resell or make available to any person not expressly licensed by PlanetBio, whether via phone, fax, e-mail, mail, or any other medium, any of the PlanetBio services or any information obtained therefrom, including without limitation resumes or candidate information.
- Share passwords, login information, or named user identification or otherwise allow multiple offices or users to access the PlanetBio service on a basis that is other than what was originally subscribed for. A named user is defined as one unique individual user with

one unique password. An office is defined as a location where a named user routinely accesses or uses the PlanetBio service under express license from PlanetBio.

- Use any search engine, software, tool, electronic storage or retrieval device, agent, or other device or mechanism, including without limitation browsers, spiders, robots, avatars, or intelligent agents (collectively "Devices") that is not approved by Company to navigate, search or store information from the Site. Approved Devices include those made available on the Site, or other generally available third-party web browsers, e.g., Mozilla Firefox, Google Chrome, Microsoft Internet Explorer, Apple Safari, or generally available search engines, e.g., Google or Bing.
- Allow job postings or employment requirements to remain posted on the Site for more than 24 hours after they are no longer viable or valid. To the extent that a position is placed on "hold" or is otherwise not available for immediate placement, the posting must be removed from the Site until such time as the position is a viable opening.
- Engage in spamming, flooding, soliciting, or mass marketing via e-mail, direct mail, telephone, or otherwise to PlanetBio job seekers or subscribers.
- Express or imply that any statements you make are endorsed by us.
- Impersonate any person or entity, including, without limitation, a Company employee or agent, a user of PlanetBio services, including a candidate, placement specialist, or an employer, or otherwise misrepresent your affiliation with any person or entity.
- Respond to a job listing on behalf of anyone other than yourself.
- Delete or revise any material posted by any other person or entity.
- Restrict or inhibit any other user from using and enjoying the Site and services, including, without limitation, by means of "hacking" or defacing any portion of the Site.
- Post or transmit (a) any incomplete, false, or inaccurate biographical information or information that is not your own accurate resume (i.e., the resume of a living individual seeking employment on a full-time or part-time basis on his or her own behalf); (b) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable or harmful, or that infringes on our or any third party's intellectual property or other rights; (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication; (d) any information or software that contains a virus, worm, Trojan horse or other harmful or disruptive component; (e) any trade secret of any third party; or (f) any material, nonpublic information about companies without the authorization to do so.
- Post or transmit any job advertisement or posting that does not comply with applicable law, including, but not limited to, United States federal, state, and local laws relating to equal employment opportunity and employment eligibility verification; including post or transmit any job advertisement or posting that require a visa as a condition of employment; or that require United States citizenship or lawful permanent residence in the United States as a condition of employment, except when necessary to comply with law, regulation, executive order, or government contract.
- Use the Site for any unlawful commercial, research, or information gathering purposes.
- Communicate, send, or place unsolicited e-mails, telephone calls, mailings, or other contacts to posting individuals and entities.
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Site.

- Remove any copyright, trademark, or other proprietary rights notices contained in the Site.
- "Frame" or "mirror" any part of the Site.
- Link to any page of or material on the Site other than the URL located at <https://www.planet.bio/>
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents.
- Print out or otherwise copy or use any personally identifiable information about candidates for purposes other than consideration of the candidates for potential employment by your company.

PlanetBio assumes no responsibility or liability for any personnel selected by your company. Selection, retention, or hire of any individual or entity is based solely on your company's investigation, verification, and determination that such hire is suitable for your company's purposes.

Your company agrees to and will hold the Company harmless from any claims, damages, or losses incurred by your company or any other party as a result of your use of the Company system.

You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Site and Site-related services.

The Company has no obligation to monitor the Site or Site-related services, including any forum, or any materials that you or other third parties transmit or post onto the Site. However, you acknowledge and agree that the Company has the right (but not the obligation) to monitor the Site and Site-related services, including any forum, and the materials you transmit or post, to alter or remove any such materials (including, without limitation, any posting to the Site), and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Site properly, to protect itself, its sponsors, its registered users and visitors, and to comply with legal obligations or governmental requests.

The Company reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it deems in its sole discretion to be unacceptable, offensive, or in violation of this Agreement. The Company also reserves the right to prohibit any user who, in the Company's sole discretion, violates the Code of Conduct or other terms of this Agreement from using the Site and related services. Such prohibition may occur without notice to the user.

### **Restricted Rights Legend**

Use, duplication, or disclosure by the Government is subject to the restriction as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause as DFARS 252.227-7013 and FAR 52.227-19, as applicable. The Supplier is PlanetBio. Contact information: [admin@planetbio.com](mailto:admin@planetbio.com)



## **Making Purchases**

If products or services are made available at the Site, and if you wish to license or make purchases of products or services described on the Site, you may be asked by us or the applicable merchant or service provider to supply certain information, including but not limited to credit card or other information. If you submit such information to us, you understand that any such information will be treated by the Company in the manner described in our Privacy Policy. You agree that all information that you provide to us or any such merchant or service provider will be accurate, complete, and current. You agree to pay all charges incurred by you or any users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Moreover, you agree to review and comply with the terms and conditions of any specific agreement, if any, that you enter into with the merchant and/or service provider in connection with the licensing or purchase of any product or service.

## **Submissions**

Because our designees and we host job boards and other forums found on the Site and elsewhere and, therefore, redistribute materials you give us, we require certain rights in those materials. Therefore, by sending or transmitting to us resources, information, ideas, notes, concepts, trademarks, service marks or other materials (including, but not limited to, job postings) (collectively, "Content"), or by posting such Content to any area of the Site, you grant us and our designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to link to, reproduce, distribute (through multiple tiers), adapt, create derivative works of, publicly perform, publicly display, digitally perform or otherwise use such Content in any media now known or hereafter developed. You hereby grant the Company permission to display your logo, trademarks, and company name on the Site and in the press and other public releases or filings. Further, by submitting Content to the Company, you acknowledge that you have the authority to grant such rights to the Company. PLEASE NOTE THAT YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS, AND SERVICE MARKS IN ANY CONTENT YOU SUBMIT.

None of the Content is endorsed by the Company, and the Company cannot and does not make any representations with respect to the truth or reliability of the Content. The Company reserves the right to remove any Content, in whole or in part, from the Site.

Communications between the Company and the users of the Site are not confidential.

## **Registration; Use of Secure Areas and Passwords**

Some areas of the Site may require you to register with us. When and if you register, you agree to (a) provide accurate, current, and complete information about yourself as prompted by our registration form (including your e-mail address) and (b) to maintain and update your information (including your e-mail address) to keep it accurate, current, and complete. You acknowledge that should any information provided by you be found to be untrue, inaccurate, not

current, or incomplete, we reserve the right to terminate this Agreement with you and your use of the Site.

As part of the registration process, your username will be your email address and you will be asked to select a password. We may refuse to allow you to use a username that impersonates someone else, may be illegal, may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your password and agree not to distribute, transfer, or resell your use of or access to the Site to any third party. If more than one individual wishes to use a single password belonging to a registered user, such registered user must request permission from the Company in writing, it being understood that the Company shall be under no obligation to approve any such request. If you are a job seeker who has reason to believe that your account with us is no longer secure, you must promptly change your password by updating your account information from the Account/Password section of the Site and immediately notifying us of the problem via email addressed to [admin@planet.bio](mailto:admin@planet.bio). If you are a customer who has reason to believe that your account with us is no longer secure, you must promptly contact Customer Support via email addressed to [admin@planet.bio](mailto:admin@planet.bio). YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND SOLELY AND ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

### **Claims of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you have a good faith belief that materials hosted by us infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed upon; (b) identification of the copyrighted work claimed to have been infringed upon (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Site; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be emailed to [admin@planet.bio](mailto:admin@planet.bio). We suggest that you consult your legal advisor before



filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

### **Miscellaneous**

This Agreement is entered into in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, exclusive of its choice of law rules. Each party to this Agreement hereby submits to the exclusive jurisdiction of the state and federal courts sitting in King County in the State of Washington for any dispute arising under or in connection with this Agreement, the Site or any Site-related services, and waives any jurisdictional, venue or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Failure of any party to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any similar right or power at any subsequent time.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. This Agreement is not assignable, transferable, or sub-licensable by you except with prior written consent. Any heading, caption, or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. The Company reserves the right in its sole discretion to terminate the use of the Site by a user at any time.

### **Legal Notices**

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

**Pricing Information:** Current rates for our services may be obtained by sending an e-mail to [admin@planet.bio](mailto:admin@planet.bio). We reserve the right to change fees, surcharges, monthly or other periodic subscription fees or to institute new fees at any time as provided in this Agreement.

**Complaints:** The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

### **Additional Terms for Use of Additional Services**

If you utilize the PlanetBio Hotbed Campaigns, Life Sciences Career Event service(s), subscription-based recruitment service(s), or other advertising or consulting service(s) these additional terms apply to those services.

### **Life Sciences Career Events**

1. You (the "Sponsor") agree to participate as set forth on the order form for the event(s) indicated. The Sponsor has no right to assign or sublet such space without the prior written consent of PlanetBio. No refunds or transfers are permitted.

2. PlanetBio assumes no liability or responsibility in connection with the services or materials provided by or shipped to the event facility. Any display the Sponsor brings shall not block air or light flow, and shall not be over 8' in height unless prior written approval is received from PlanetBio. Sponsor acknowledges that, pursuant to the theme of the exhibition, it shall use the event space only for the purpose of recruiting, and therefore shall only display the products or services provided by their company consistent with the theme of the exhibition. All displays must remain in close proximity to the Sponsor's assigned area(s) and not intrude upon the aisles. Although PlanetBio shall use its best efforts to offer Sponsor the location(s) requested, PlanetBio reserves the right to alter the event layout to a design that may differ from illustrations in marketing literature or announced floor plans, and further reserves the right to re-assign Sponsor's location, hours and the number of days or the dates of the event.

3. Payment for event sponsorship is due upon receipt and must be received by PlanetBio prior to the event date. All sums paid to PlanetBio are non-refundable and shall be retained by PlanetBio. Sponsor specifically agrees that it is legally obligated to remit to PlanetBio any unpaid balance for the sponsorship after retention by PlanetBio of any amounts paid. In the event the Sponsor cancels, PlanetBio shall have the right to offer the space to another party. However, any additional fees received shall not accrue to the Sponsor's benefit or reduce its liability hereunder.

4. The Sponsor shall arrive at the event at the designated set-up time (and under no circumstances not later than thirty (30) minutes prior to the opening of the event), shall adequately staff its area during all event hours, and shall not pack up material or leave Sponsor's assigned area until after the event has closed to the public. In the case that the Sponsor's materials or representatives fail to arrive in time for the event, the Sponsor remains responsible for the payment for the sponsorship, or other fees payable.

5. If, due to circumstances beyond its control, PlanetBio is prevented from holding the event or if it cannot permit Sponsor to occupy space at the event, PlanetBio reserves the right to alter the location and/or date of the event with reasonable notice provided to the Sponsor, without a refund to Sponsor. PlanetBio has the right to cancel the event with no further liability other than a refund of the sponsorship fee paid, which shall be the Sponsor's sole and exclusive remedy. Under no circumstances shall PlanetBio be liable to the Sponsor for incidental or consequential damages.

6. PlanetBio shall provide commercially reasonable security. However, the Sponsor is solely and fully responsible for its own materials and personal items and should obtain insurance at its own expense. PlanetBio is not responsible for damage to the exhibits, whether by fire, theft, accident, or any other cause, or for any other injury that the Sponsor, its property, employees, guests, and invitees may suffer. PlanetBio is not responsible for damage to personal items brought to any career event, whether by fire, theft, accident, or any other cause.

7. The Sponsor grants permission to PlanetBio to use the Sponsor's name and/or logos for promotional purposes in connection with the event or other events produced by PlanetBio. This permission shall extend to photographs and videos of the Sponsor's area and representatives. PlanetBio shall promote the events in such manner and through such media at its sole discretion and may alter the nature, content, and manner of its promotion to meet the needs of a particular market or of the location in which the exhibition takes place.

8. The Sponsor agrees to comply with the reasonable requests of PlanetBio, their agents, and employees. The sponsor further agrees that it shall observe the general rules and regulations of the exhibit hall at which the event is held.

9. The Sponsor assumes full responsibility and liability for the actions of its agents, employees, or independent contractor, whether acting within or without the scope of their authority, and agrees to indemnify and hold PlanetBio and the exhibit hall harmless from and against responsibility or liability resulting directly or indirectly, or jointly, from the acts or omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority.

### **Hotbeds & Advertising Campaigns**

The price for any service shall be the price stated on the order form. The prices stated are exclusive of any taxes, fees, duties, licenses, or levies ("Taxes") now or hereinafter imposed upon the Product or Service. You agree to participate as set forth on the order form for the campaign(s) indicated. Participants have no right to assign media services or participation without the prior written consent of PlanetBio. No refunds or transfers are permitted.

2. PAYMENT IS DUE IN FULL PRIOR TO BIOSPACE SENDING THE MATERIALS TO PRINT OR PUBLISH. You will be responsible for the price of all services substantially conforming to your signed order form, notwithstanding that you may not have accepted, or may have revoked acceptance, of same. All sums paid to PlanetBio are non-refundable and shall be retained by PlanetBio.

3. PlanetBio reserves the right, in its sole discretion, to change or cancel the media campaign and the content of such thereof as per the needs and/or convenience of PlanetBio. In the case of cancellation, PlanetBio will fully refund any fees paid directly toward that media campaign. PlanetBio also reserves the right to suspend, cancel, or postpone any media campaign in the event of unavoidable occurrences (e.g., fire, earthquake, etc.).

4. You represent that you own or have all rights necessary to transmit the required materials for participation in any media campaign ("Content") to PlanetBio. Furthermore, you hereby grant PlanetBio a perpetual license to use the Content on the site, print and electronic materials.

5. You acknowledge and agree that you are solely responsible for the form, content, and accuracy of any campaign that you have approved, in proof form. You agree to review campaign proofs carefully. Errors or omissions in campaigns that have been approved by you will not be reprinted or republished unless agreed to in writing by PlanetBio, at its sole discretion.

## **Recruitment Services (subscription-based)**

### **Annual Subscription:**

1. Your subscription with PlanetBio will start on the date your jobs are live on our site continuing year-to-year until terminated.
2. You will be invoiced annually or according to contract terms.
3. You can cancel your subscription service upon renewal, but you must provide 60 days' notice, in writing, to cancel your subscription and you authorize us to charge any applicable subscription fees at that time. Written notice to cancel must be sent to [admin@planet.bio](mailto:admin@planet.bio) and/or your PlanetBio account representative.
4. Upon cancellation, you will continue to have access to services through the end of your annual agreement. We do not provide refunds or credits for any partial-service periods that you do not use the service.
5. If the job count trend is consistently above the job count at the time of purchase, as noted in your agreement, PlanetBio retains the right with a thirty (30) day notice to the client to invoice for the increase in job count and/or cap job count until the end of the contract term. Upon renewal, annual subscription pricing will be adjusted to reflect the increased job count trend.
6. You may incur an initial set-up fee to begin your subscription service. This fee is non-refundable.

### **Monthly Subscription:**

1. Your subscription with PlanetBio will start on the date that your first payment is collected. Your jobs will be live on PlanetBio continuing month-to-month until terminated.
2. You will be billed monthly.
3. You can change your payment method by contacting [admin@planet.bio](mailto:admin@planet.bio). If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not notify us or cancel your account, we may suspend your service until we have obtained a valid, up-to-date payment.
4. You can cancel your subscription service at any time, but you must provide notice according to the time frame stated in your contract with PlanetBio, in writing, to cancel your subscription and you authorize us to charge your final subscription fees on your normal billing cycle. Written notice to cancel must be sent to [admim@planet.bio](mailto:admim@planet.bio).

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