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Terms & Conditions

bioMérieux e-Learning Terms & Conditions

1. INTRODUCTION

1.1. Courses: These bioMérieux e-Learning Terms & Conditions ("Terms" and/or "Agreement") sets forth the basis upon which bioMérieux, Inc. ("bioMérieux") will provide customer ("Customer" and or "you") e-learning Courses

1.2. Course Details: Details of the Courses available from bioMérieux are set out on the Website (www.biomerieuxuniversity.com), and as defined below.

2. DEFINITIONS

2.1. Definitions: In these Terms, the following expressions shall have the following meaning for the purpose of these Terms:

- (a) "Course" shall mean the e-learning course offerings set forth in the Website.
- (b) "Course Materials" means any documentation, articles, web pages, online modules or consulting project materials provided as part of a Course;
- (c) "Website" www.biomerieuxuniversity.com

3. YOUR ACCEPTANCE OF THESE TERMS

3.1. Acceptance: By registering to use the Website and by agreeing to be supplied with the Courses, you agree to be legally bound by these Terms, and that your use of the Website and the Courses will be on these Terms alone.

3.2. Amendment: bioMérieux reserves the right to change these Terms from time to time, to cancel content or substitute content. You are responsible for regularly reviewing these Terms and any amended terms posted on the Website or otherwise notified to you. Your continued use of the Website and the Courses constitutes your agreement to these Terms as amended. bioMérieux will be bound by any amendment to these Terms only to the extent that such amendments have been approved in writing by a Director of bioMérieux.

4. PRICE

4.1. Price List & Changes: Except as otherwise expressly agreed by bioMérieux in writing, the price of each Course shall be the price listed in bioMérieux's published price list current at the date of purchase (subject to any volume discounts set out in the price list). The price of each Course is subject to change at any time at bioMérieux's sole discretion prior to the date of purchase. You must check the Website or other published price list for the current prices before ordering any Courses.

5. PRICE AND PAYMENT

5.1. Time of Payment: Payment for all Courses are due and payable in full thirty (30) days from date of bioMérieux's invoice.

5.2. Interest: Past due balances are subject to a service charge at the rate of 1.5% per month, but in no event shall such charge exceed the rate permitted by applicable law.

5.3. Method of Payment: Payment for all Courses shall be made in US Dollars.

6. ACCEPTANCE & CANCELLATION OF ORDERS FOR RETAIL/INTERNET PURCHASES ONLY

6.1. Offer and Acceptance: Neither the Website nor the bioMérieux e-Learning price lists constitute legally binding offers: bioMérieux e-Learning is under no obligation to accept your order for a Course. Acceptance of your order shall take place only when bioMérieux dispatches its acceptance of your order to you via an e-mail confirmation to the designated e-mail address on the registration form.

7. CANCELLATION

7.1. Notice of Cancellation: Notice of cancellation of any Course must be given in accordance with Section 17.

7.2. Cancellation Fee for In-house: In case of any cancellation, you will get an exchange credit for your future purchase of any of the On-Line Courses; provided, in order to receive any exchange credit, notice of Cancellation must be received and acknowledged by bioMérieux prior to Customer use of any Course.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Ownership: bioMérieux or its licensors own all title, copyright and all other intellectual property rights (including without limitation, database rights, trademarks, patents, and designs whether registered or unregistered) in and to all Course Materials. You acknowledge that you do not own and shall not acquire any title, copyright or any other intellectual property rights in and to the Website and the Courses or any Course Materials and you shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with applicable law.

8.2. Limited License: Except as otherwise expressly stated on the Website or in the Course Materials, the Courses, and the Course Materials are supplied for your private information and educational use. Any commercial use, copying, distribution, transmission or publication of the whole or any part of the Course Materials and the Website is strictly prohibited without the express prior written consent of bioMérieux.

8.3. Software: Your use (including downloading) of any content or software in connection with the Courses is governed by the terms of the end user license agreement (if any) which accompanies or is included with such content and/or software. You may not install or use any content or software that is accompanied by or includes a license agreement unless you first agree to the terms of such license agreement. You agree that the licensor of any software obtained via us and used by you in connection with the Courses shall have the right to enforce the terms of that license directly against you. For any content or software not accompanied by a license agreement, bioMérieux hereby grants to you a revocable personal non-transferable license to use the content or software for viewing and otherwise in accordance with these Terms.

8.4. Trade Marks: The display of any trade names or trademarks on the Website or in any of the Course Materials does not imply that any license has been granted to any third party in respect of the same. All other product or company names, devices, logos, icons, graphics or designs referred to on the pages of the Website or in any of the Course Materials are the trademarks of the respective owners and are exhibited only in such a manner as is intended to be for the benefit of such trademark owners. bioMérieux intends no infringement of such trademarks. The appearance or absence of products, services, companies, organizations, home pages or other websites on the Website or any of the Course Materials does not imply any endorsement or non-endorsement thereof by bioMérieux.

8.5. Search Programs: The deployment within the Website of any spider, robot, web crawler or other automated query program is forbidden except as may be necessary to identify the existence and general nature of the Website for ordinary internet search engine purposes.

8.6. Reservation of Rights: All rights not expressly granted to you under these Terms are reserved to bioMérieux.

8.7. bioMérieux will retain copyright on all authored material, unless otherwise agreed.

9. USE OF THE WEBSITE AND COURSES

9.1. Computer System: You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Website and the Courses, is compatible with the Website and the Courses and is capable of running the Website and the Courses content. You must not attempt to interfere in any way with the proper working of the Website and the Courses and in particular you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router, or any other internet connected device.

9.2. Course Changes: bioMérieux e-Learning reserves the absolute right to update, alter, suspend or discontinue any aspect of the Courses and the Website including your use of and/or access to it.

10. USER REGISTRATION

10.1. Registration: In order to access and use the Website and the Courses, you are required to complete the applicable registration form ("the Registration Form") and to submit the same to bioMérieux e-Learning. The information requested to be provided on the Registration Form must be current, complete and accurate. Registration is subject to acceptance or refusal by bioMérieux e-Learning at its sole discretion. By registering you warrant and represent that you can form binding contracts under applicable law.

10.2. Passwords: You are solely responsible in all respects for protecting the confidentiality of any password given to you or selected by you for access to or use of the Website and the Courses. Your password may only be used by you personally and you must not share it with or transfer it to any third parties. You are solely responsible for any and all activities that occur under your password and account. You must notify bioMérieux e-Learning immediately of any unauthorized use of your password or any other breach of security regarding the Website and the Courses which comes to your attention. bioMérieux e-Learning will not be liable for any loss that you may incur as a result of a third party using your password or account. However, you may be liable for losses incurred by bioMérieux e-Learning as a result of someone else using your password or account.

11. POSTING AND CHAT FACILITIES

11.1. Posted Materials: The following provisions apply to your use of any facilities which enable you to post or send text, graphics, audio-visual or other material ('Material') on the Website or to send Material to other users of the Website via e-mail, chat room, bulletin boards or other means.

11.2. Representations concerning Material: By submitting Material to the Website or to other users of the Website you (a) represent that you are entitled to do so; (b) grant us a non-exclusive, royalty-free, non-terminable license to copy, modify, distribute, show in public and create derivative works from that Material in any form, anywhere; and (c) authorize us to adapt the relevant Material in the course of doing so, and so waive your moral rights to object to any derogatory treatment, or to be identified as the author, of the Material in question. Except as provided by the applicable law, bioMérieux e-Learning shall not be subject to any obligation of confidentiality with regard to Material posted by you.

11.3. Excluded Materials: You agree not to send Material to the Website or to other users of the Website which (a) might infringe the intellectual property or other rights of any person or entity, (b) might breach any applicable law (c) constitutes advertising or any form of unsolicited commercial communication (d) might cause damage or denial of use to any hardware or software, (d) promotes or constitutes any non-approved use or indication of a bioMérieux product, or (e) might be defamatory, profane, obscene, sexually oriented, racially offensive, harassing, threatening, abusive, 'flaming', false, misleading or otherwise objectionable in our sole opinion ('Excluded Material'). We reserve the right to delete any Excluded Material, or any other material, in our sole discretion, placed by you on the Website.

12. INDEMNITY

12.1. You agree to indemnify bioMérieux in respect of any costs, claims, demands, losses or liabilities (including reasonable legal fees) incurred by bioMérieux as a result of or arising in any way from a claim by a third party which results from any breach by you of the provisions contained in these Terms.

13. WARRANTIES & SERVICE EXCLUSIONS

13.1. Warranties: bioMérieux warrants that the Courses and the Website shall be provided with reasonable skill and care by qualified and experienced personnel, and that the Course Materials will be of satisfactory quality. If you place an order for Courses having been given the opportunity to examine sample Course Materials, bioMérieux shall be under no liability with regard to the Course Materials as supplied unless such Course Materials are non-compliant with sample. Except as expressly represented otherwise, and to the extent not prohibited by law, all Courses, Course Materials, documentation, publications, software programs, and other information provided by or on behalf of bioMérieux or its suppliers to Customer is furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise, especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY BIOMÉRIEUX.

13.2. Uptime & Links: bioMérieux will endeavor to make the Website and the Courses available but cannot guarantee that the Website and the Courses will operate continuously or without interruptions which could affect use of the Website and the Courses. The Courses and the Website may provide links to other websites, which are not under the control of bioMérieux e-Learning. bioMérieux e-Learning shall not be responsible in any way for the content of any such other websites. You acknowledge that bioMérieux e-Learning provides such links only as a convenience. The inclusion of any link does not imply any kind of endorsement by bioMérieux e-Learning.

13.3. Changes to Courses: bioMérieux reserves the right to alter or cancel any Course prior to Delivery of that Course.

13.4. Service Exclusions: The Website and the Courses are provided for general information and illustrative purposes only and do not constitute medical advice. Neither bioMérieux nor any other bioMérieux entity accepts any responsibility or liability for any loss which may arise from reliance on information contained on the Website and in the Courses.

14. LIMITATION OF LIABILITY

14.1. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, BIOMÉRIEUX WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, ARISING FROM THESE TERMS EVEN IF BIOMÉRIEUX HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. IN THE EVENT THAT BIOMÉRIEUX SHALL FAIL TO PROVIDE COURSES AND/OR SERVICES IN ACCORDANCE WITH THESE TERMS, BIOMÉRIEUX'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THESE TERMS SHALL BE FOR BIOMÉRIEUX TO USE ITS REASONABLE EFFORTS TO PROVIDE SUBSTITUTE COURSE MATERIALS WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT BIOMÉRIEUX IS UNABLE TO RE-PERFORM, BIOMÉRIEUX MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY BIOMÉRIEUX FROM CUSTOMER FOR THE COURSE(S) IN QUESTION, IN FULL SATISFACTION OF BIOMÉRIEUX'S OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE BIOMÉRIEUX'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF BIOMÉRIEUX, ITS EMPLOYEES OR AGENTS, ARISING FROM THESE TERMS WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID BIOMÉRIEUX. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY AND DEATH.

14.2. Force Majeure: Neither party shall be liable to the other for any failure or delay in the performance of its obligations under these Terms caused by circumstances beyond that party's reasonable control.

15. TERMINATION & ACCESS RESTRICTION

15.1. bioMérieux shall have the right, at any time by serving written notice on you (which notice may be served by the sending from our server of an e-mail to the e-mail address set out on the Registration Form), to cancel your registration and access to the Website and the Courses if you are in breach of any material term of these Terms. bioMérieux reserves the right, in its sole discretion, to suspend your registration and/or access to the Website and the Courses at any time without notice.

16. GENERAL

16.1. Separation of Provisions: If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of the Terms shall continue in full force and effect.

17. NOTICES

17.1. Address for Notices: Notices to bioMérieux e-Learning should be sent to education@biomerieux.com or by post to the following address:

bioMérieux, Inc.
Attention: Customer Education
1101 Hamlin Rd.
Durham, NC 27704

Legal Notices to:

bioMérieux, Inc.
Attn: Legal Department
100 Rodolphe St.
Durham, NC 27712

17.2. Form of Notices and Time of Receipt: Notices to you may be sent to you either by e-mail or to the postal address set out on the Registration Form.

18. LAW, DISPUTES AND JURISDICTION

18.1. These Terms (and all disputes, whether contractual or otherwise, arising out of or in connection with them) shall be governed by the laws of the State of North Carolina, without regard to principles of conflicts of laws. Any dispute shall be resolved in the state courts of Durham, North Carolina and the parties hereby submit to personal jurisdiction in the State of North Carolina.

bioMérieux, Inc.
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