

Scientist.com Marketing Services Global Terms & Conditions

Scope

This Global Terms and Conditions (GTC) for Scientist.com ("**Scientist**") Marketing Services ("**Marketing Services**") is made between The Assay Depot, Inc. (d.b.a. Scientist.com) ("**Scientist**") and the Company identified on this Order Form ("**Company**", "**Advertiser**"), together referred to as the "Parties" and each individually a "Party". The Marketing Services listed on this Order Form shall be known as the "Selected Services." Upon signing, the Order Form shall become binding on the Parties subject to these GTC.

Advertising Services

Scientist shall use its diligent efforts to provide the Internet-related advertising (the "Ads") specified in the Order Form. Any advertising submitted by Advertiser must be in form and substance acceptable to Scientist. Advertiser is required to submit the advertisement to Scientist a minimum of 14 days in advance, and the advertisement must be in full compliance of the ad specifications as outlined in the Information Pack or other email communications from Scientist to the Advertiser. Scientist may reject, refuse, omit, postpone, cancel, or require changes to the whole or part of any material, order or Ad submitted at any time for any reason. Copy running longer than available space may be truncated. Advertiser acknowledges that they must submit the advertisement in the format (defined as pixel size, word count, HTML copy, and other required formats or specifications) specified by Scientist in the Information Pack or other email communications. Any advertising that does not conform to these guidelines is subject to being rejected by Scientist and the ad is subject to not running on the desired time. Advertiser will incur full costs of these ad placements, even if it does not run at the specified time, if the ad is not provided in the specified format. Scientist shall have no liability for any omission of, or failure to provide, an Ad. In the event of any error in a published Ad for which Scientist may be held legally responsible, Scientist's sole responsibility shall be to insert a corrected Ad or provide a replacement at no additional expense to Company for the period of time the Ad was published with the error, up to a maximum of ten days.

All URL's in the ad must accurately map to the URL to which they purport to be linked. Clicking the ad must send all users to the same landing page. Landing pages may not engage in behavior designed to prevent the user from leaving the landing page or designed to cause additional ads to appear (including "pop-overs" and "pop-unders") when a user enters or leaves the page. Landing pages may not resize the user's browser window. Landing pages may not initiate automatic file downloads. Ads must not imply any endorsement of the advertised product, service, company, or ad destination by Scientist or its affiliates.

Unless otherwise specified, placement of Ads is in the sole discretion of Scientist. Scientist shall have the right to modify, copy, reformat, transmit and otherwise manipulate any Ads and Advertising Materials provided in connection with such reproduction, display and/or distribution, and in such cases, Scientist will make commercially reasonable efforts to inform Company prior to placing the Ad. Scientist is not responsible for any damage to or loss of any Ads, Advertising Materials, copy, or other material provided by agency or advertiser. Scientist does not guarantee that access to its website or any affiliated websites will be uninterrupted or that the websites or any ads placed on them will meet the Advertiser's requirements. Further, Scientist shall not be obliged to market/advertise Company's goods/services to any Scientist.com client or user who does not wish to receive such marketing/advertising.

Cancellation Fees will be incurred by advertiser if changes to ad date are made, as follows: 100% of ad fees and associated costs for cancellation/changes within 0-21 days of ad date; 50% of ad fees and associated costs for cancellation/changes within 22-28 days of ad date; 0% of ad fees and associated costs for cancellation/changes >28 days of ad date.

Webinar, Podcast and Virtual Event Production

There may only be one Company sponsor per individual webinar, podcast or virtual event (“**Event**”) unless otherwise agreed to by Scientist. Multi-Company Events may include surcharges. The date and time for the live Event(s) must be mutually agreed upon with Scientist and all presenters.

Company will adhere to Scientist’s time frame and checklist for running a successful Event which typically begins three (3) months prior to the date of the live Event broadcast or content publication date. Company is solely responsible to identify and confirm the presenters/speakers. All Speakers and participants will be required to sign an individual release to participate in the webinar. Scientist will provide the necessary technology to plan and host the event, deliver final media assets, and process registrations (if applicable).

Events may be recorded and may be published on Scientist.com and its affiliated websites and other channels including, but not limited to InsideScientific.com, HealthEconomics.com, YouTube and SlideShare for public viewing unless specifically instructed otherwise at the start of the planning process. Events will be offered as complimentary to all registrants unless otherwise agreed in advance.

Design and Other Services

Scientist will provide design and other creative services for advertisers upon request for additional fees. Associated costs and deliverables will be set forth in the Order Form or otherwise in writing between the parties.

Content and Intellectual Property

By providing Ads, photographs, logos, content, trademarks, trade dress elements, and other intellectual property to Scientist (“**Content**”), Company represents that it has the right to provide such Content, and have Scientist distribute, reproduce, display, and republish such Content, without violating the rights of any third party. The Content will not infringe the intellectual property rights or any other rights (including without limitation any right of privacy or confidence) whatsoever of any third party or unfairly prejudice the legitimate interest of any third party by implication or otherwise; and the material complies with all applicable legislation, laws, regulations and codes of practice; the material shall not cause disruption to any computer, computer system, network or any Digital Format, and shall be free from viruses or malicious code.

Company warrants that if Content includes any personal likeness, image, or personally identifiable data/information in any form (written, audio, visual, video, or other that a) Company has obtained informed consent, in written or recorded form, from that person (or if a minor, their parent), for advertising and promotions purposes, consistent with the Selected Services, and/or b) will “de-identify” (make anonymous) any personal image/data/information in any form (written, audio, visual, video, or other) that could potentially cause a participant or bystander to be identified. Company understands that this may require eliminating, masking, blurring, pixelating, distorting, cropping, or modifying the data in other ways.

Scientist shall have the right to place Advertiser’s logo, trade name and trademark in performance of the Selected Services and to otherwise use such items in connection with the purposes of this Agreement. Company hereby grants to Scientist an unlimited, non-exclusive license to reproduce and distribute in part or in its entirety and in any format-printed, electronic, or otherwise- ads, presentations, slides, illustrations, and/or other related documents provided by Company related to the Selected Services for educational, promotional, or other purposes. Webinars, Podcasts, recordings, and other media produced for Events will become the shared property of both Scientist and the Company unless otherwise agreed in the Order Form.

Fees and Payment

Company shall pay the fee set forth in the Order Form to Scientist, due and payable as indicated therein. Rates may change from time to time without notice, such changes to be applicable to all orders placed thereafter but not to then existing orders for their duration.

Scientist reserves the right to refuse to extend credit to any advertiser for any reason or no reason. Invoices not paid when due shall be subject to a finance charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is lesser, together with all costs of collection, including without limitation reasonable attorney's fees. Selected Services may be cancelled, and advertisements or other Content may be removed on past due accounts. Scientist may seek trade references and bank references for Company, who shall hold harmless all such references respecting all truthful information provided thereby.

There are no refunds of any fees after committing to a project or campaign. However, Company may request a reallocation of funds to different services if execution of a program becomes delayed or problematic to execute. In these cases, fees for services executed will be calculated, at the sole discretion of Scientist, and a fair portion of the remaining balance will be applied to the new services desired by Company.

Scientist.com Marketplace Marketing Subscriptions (Available only to Registered Suppliers on Scientist.com)

Subscription Services shall continue from the date the Order Form is correctly completed and submitted until terminated in accordance with the terms of this GTC (the "Term"). Company can terminate their Subscription at any time by written notice to subscriptions@scientist.com, and Scientist will cease to provide related Subscription Services on the first business day of the following month ("Termination Month").

Scientist may terminate your Subscription Services at Scientist's discretion upon providing written notice (which may be by email) to Company to the contact for notices set forth on the Order Form. In such event, the Subscription Services will terminate on the date of the provision of such notice and where such termination is done without cause, Scientist will refund a pro rata amount of fees collected which relate to any period after the effective date of termination.

UNLESS COMPANY NOTIFIES SCIENTIST REASONABLY IN ADVANCE BEFORE A CHARGE THAT COMPANY WANTS TO TERMINATE ITS SUBSCRIPTION SERVICES, COMPANY UNDERSTANDS OBLIGATION TO PAY THE ASSOCIATED FEES, WILL AUTOMATICALLY CONTINUE AND COMPANY AUTHORIZES SCIENTIST (WITHOUT NOTICE TO COMPANY, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE FEE, USING ANY ELIGIBLE PAYMENT METHOD SCIENTIST HAS ON RECORD FOR COMPANY (INCLUDING, WITHOUT LIMITATION, THE CREDIT CARD DETAILS PROVIDED IN THE ORDER FORM.)

Annual Marketing Partnerships

Company may purchase credits at a discount through Annual Partnerships ("Credits"). Credits may be used for Marketing Services subject to availability and scheduling and these GTC, for a twelve-month period, or term defined in this Order Form, at the standard Scientist.com Rates at the time of use. Marketing Services purchased through Credits, via email or other means, shall be deemed Selected Services for the purchase of this Agreement. Credit not used by the end of the Annual Partnership term will be subject to Scientist Annual Partnership Unused Funds Policy: If an Annual Partner is approaching the end date of their current agreement and has any amount of unused marketing funds, Scientist agrees to "rollover" some of the value to a future Annual Marketing Partnership as described herein. Company must renew at the same Partnership level or higher by the end of the current contract period. If they renew with a signed and executed agreement by or before the current Annual Marketing Partnership termination date (annuity date), 100% of any remaining marketing dollars will rollover (be added to) to the new contract.

If the client does not renew the agreement before the termination date, then the rollover dollars will follow the attrition schedule as documented below:

** Before or on Annuity/Term Date: 100% of remaining credit

** 1-30 days after Annuity/Term Date: 80% of remaining credit

** 31-60 days after Annuity/Term Date: 60% of remaining credit

** 61-90 days after Annuity/Term Date: 40% of remaining credit

After 90 days following the Annuity/Term Date, any unused credits are forfeit.

Subcontractors and Vendors

Company acknowledges that Scientist may, in the performance of the Selected Services, engage its affiliates, third party suppliers and other vendors and subcontractors ("Subcontractors") from time to time to provide certain services. Scientist shall supervise such services and endeavor to guard against any loss to Client as the result of the failure of Subcontractors to properly execute their commitments, but Scientist shall not be responsible for their failure, acts or omissions, except where such failure, acts or omissions are due to Scientist's negligence or willful misconduct.

Indemnity

Company shall at all times defend, indemnify and hold harmless Scientist and its officers, directors, shareholders, employees, agents, affiliates, subsidiaries, successors, and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to the content of the Selected Services pursuant to this Agreement.

No Warranty for Services

Services are provided on "as is" and "as available" basis with no warranties whatsoever. **Company's sole remedy for any failure of Scientist to provide the Selected Services is for Scientist to reperform such Selected Services, provide credit toward other Marketing Services, or, If Scientist determines in its sole discretion that the foregoing remedy is not commercially reasonable, either party may terminate the Marketing Service Agreement.**

SCIENTIST DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REGARDING MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSES, SUITABILITY, COMPLIANCE WITH LAWS, QUALITY, OR OTHERWISE, WITH RESPECT TO THE SCIENTIST WEB SITE AND OTHER CHANNELS, INCLUDING, WITHOUT LIMITATION: (A) EXPRESS OR IMPLIED WARRANTIES; (B) WARRANTIES ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE; (C) WARRANTIES OF UNINTERRUPTED OPERATION WITHOUT ERROR; (D) IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES; AND (E) EXPRESS OR IMPLIED WARRANTIES RELATING TO THE SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF THE ADS AND/OR DIGITAL SERVICES.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL SCIENTIST BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

IN RELATION TO THE SELECTED SERVICES, NOTWITHSTANDING ANY PROVISION OF THE MARKETING SERVICE AGREEMENT, SCIENTIST'S TOTAL LIABILITY TO COMPANY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THE MARKETING SERVICE AGREEMENT AND/OR SELECTED SERVICES, WILL NOT EXCEED THE AMOUNT PAID BY COMPANY FOR THE SELECTED SERVICES OVER THE PREVIOUS SIX MONTHS. THIS LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR TIER MEMBERSHIP.

Termination

The Marketing Service Agreement shall continue from the date the Order Form is correctly completed and submitted until completion of the Selected Services unless otherwise terminated in accordance with the terms of this GTC (the "Term").

If the Marketing Service Agreement is terminated for any reason: (a) Company will pay Scientist any amounts that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities of either Party to the other Party that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Company with respect to the Selected Services and intellectual property will immediately terminate along with the license to Scientist in clause 2 of this GTC; (d) Scientist's obligation to provide any further Selected Services to Company under the Marketing Service Agreement will immediately terminate; and (e) The provisions of this Agreement relating to payment of any fees or other amounts owed, indemnification, confidentiality, limitations of liability and intellectual property shall survive any termination or expiration of this Agreement.

Authority to Execute Agreement

You must read, agree with and accept all of the terms and conditions contained in this GTC before you complete and submit an Order Form. By completing and submitting an Order Form, you represent and warrant to Scientist that you have read and agree to this GTC and that to the extent such acceptance is made on behalf of any entity or other organization, that you have the right and authority to bind the organization that you represent on the Platform to the Marketing Service Agreement. Only parties that can lawfully enter into and form contracts under applicable law may use the Platform. By registering for and using the Selected Services, the Company hereby warrants and represents to Scientist that Company has such ability to enter into contracts and to the extent such acceptance is made on behalf of any entity or organization, the individual making such acceptance is authorized to bind such entity or organization to the Marketing Service Agreement.

Governing Law

This Agreement, all disputes between the parties under or related to this Agreement or the facts and circumstances related thereto, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without giving effect to any principles of conflicts of laws.

Agreement Changes

Scientist may in its discretion change this GTC and associated policies. In Such event, Scientist will provide reasonable advance notice to Company by posting a notice on the back office and sending an email to the Company contact whose details are set forth on the Order Form. Company's continued use of the Selected Services and failure to terminate this Marketing Service Agreement as at the effective date of such change shall constitute the Company's acceptance of such change. No changes will have retrospective effect unless required by applicable law. IF COMPANY DOES NOT AGREE TO ANY CHANGES TO FEES AND/OR THE GTC, COMPANY MUST IMMEDIATELY CANCEL THE MARKETING SERVICE AGREEMENT IN ACCORDANCE WITH THE TERMS OF THIS GTC.

Force Majeure

In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Marketing Service Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, internet failure or other similar causes) ("Force Majeure Event"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with notice as soon as reasonably practicable of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

General

The Marketing Service Agreement is the final, complete and exclusive expression of the agreement between the parties regarding the Selected Services provided under the Marketing Service Agreement and supersedes any prior or contemporaneous oral or written agreements. This Agreement may not be modified or amended, except in writing signed by both parties. The Marketing Service Agreement includes the completed Order Form. The Company may not assign its rights or obligations under the Marketing Service Agreement without Scientist's prior written consent.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement.

The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.