Labocine Terms and Conditions

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Registration with Labocine as a User: access, free trials, billing, and cancellation

- 1. How to register as a User: To register as a user, you will need to submit your email address and create a password. The User is responsible for maintaining the confidentiality of their account. In order to finish setting up your account, please provide with payment details, unless you have been provided with a promotional coupon. When the coupon expires, you will be requested to provide your payment details.
- 2. Free Trials: Your Labocine subscription may start with a free trial, sometimes through coupons or promotion codes. The free trials are meant for new users to experience the service. Labocine reserves the right to determine the free trial eligibility of its Users. Labocine will begin billing your payment method at the end of the free trial without prior notice unless you cancel before the end of the free trial period. Until you cancel, Labocine will continue to bill your payment method without notice according to the subscription plan on your account. To view details of your subscription, visit the 'My Account' tab on the Labocine website.
- 3. Ongoing Subscriptions: Your Labocine subscription, may or may not have begun with a free trial, will renew month to month, or year to year, depending on the subscription plan that is purchased, unless you cancel your subscription. In order to subscribe, please provide a valid and accepted method of payment in the Payment Method section. If you wish to cancel before the subscription renews, you must log in to your account and unsubscribe to avoid billing of the next period's subscription.

4. Billing:

A. Recurring Billing. By subscribing to Labocine, you allow us to charge you a monthly or yearly subscription fee at the then-current rate, and any other charges you may incur with reference to your use of the Labocine service to your Payment Method.

- **B. Payment Method.** You will be asked to provide your preferred payment method during sign-up for a subscription plan. You may edit your payment method by visiting your account details at Labocine. Your payment method will be billed automatically at the start of the payment period. If a payment fails to process, due to the expiration of payment method, insufficient funds, or otherwise, you will be notified through email so that you may update your payment method. If you do not edit your payment method information and do not cancel your account with Labocine, you shall remain responsible for any uncollected amount, and authorize us to continue billing your payment method, as it may be updated, and therefore, your billing dates may change. After 4 unsuccessful attempts at billing your payment method, your account will automatically be canceled with Labocine. For certain payment methods, you may be charged with a foreign transaction fee or other charges. Please check in with your Payment Method service providers for more details regarding these charges.
- **C. Billing Cycle.** Labocine will bill your subscription fee at the beginning of the payment period of your subscription until you cancel your subscription. Depending on the plan you purchased, you will be billed every month or every year. The billing dates may change according to changes in the subscription. We reserve the right to change the billing time period if your payment method has not successfully settled.
- **D. Price Changes.** Labocine has the right to modify the pricing for our service or any components associated with our service, in any way and at any time, determined in our sole discretion. Any changes made to your service will take effect following official email notice to you from Team Labocine, except as otherwise expressly provided for in these Terms & Conditions.
- **E. No Refunds.** PAYMENTS ARE NON-REFUNDABLE. There are no refunds or credits given for partially used subscription periods. If you wish to avoid billing of the next subscription period, please cancel before your subscription renews.
- **5. Cancellation:** If you wish to cancel your subscription, please log in to your account at Labocine, and under your account settings, cancel your subscription. There are NO refunds or credits for partially used periods.

Account Access and Password Confidentiality

The User will have complete control over their account at Labocine, which they will access with their username and password. To maintain sole authority over account information and prevent others from using the service through User's account, and prevent others from altering account information by contacting the Labocine customer support, please be advised to maintain the confidentiality of the details of payment method used, and do not reveal your password to others. If the account information is indeed shared, e.g. with household subscribers, the User will remain responsible to ensure that the household subscribers comply with these Terms and Conditions, and shall remain responsible for the household subscribers' actions. Please be mindful when sharing sensitive account information as it may result in identity theft. Always provide such information directly to Labocine official customer support email, and access such information directly through the Labocine website and avoid access through hyperlinks in an

email or any other e-communication even if it seems official. Labocine shall reserve the right to put an account on hold if it suspects fraudulent activity, and is not obligated to provide a discount or credit on the subscription fee during the period for which the account is placed under hold by a representative of Labocine or through its automated process.

<u>Customer Support</u>

For assistance and queries of any kind, please contact the Labocine customer support team at info@labocine.com. For payment related assistance you may also contact payment@labocine.com.

Third-Party Applications interacting with Labocine services

While using the services of Labocine, you may encounter a third-party application that may import data associated with your Labocine account activity or gather data from you in another way. Labocine is NOT RESPONSIBLE for such applications as these are not owned or sponsored by Labocine, but provided to you for your sole convenience. You will authorize the interaction of such applications with your Labocine service at your own choice and risk.

Use of Information submitted to Labocine

Labocine reserves the right to use the information of any kind submitted to Labocine, e.g. through feedback, responses to questionnaires, through postings at any Labocine user interface, without further compensation as an acknowledgment, payment or any other kind. The information can be in the form of ideas, comments, information, requests, concepts, reviews, techniques, and other such material. Please note that Labocine does not accept unsolicited ideas for movies or any other type of content provided by the service and therefore, is not responsible for any similarity with ideas and content transmitted to Labocine. If you do submit unsolicited material, you waive the right to make any claim against Labocine and its affiliates regarding the similarity of the content at Labocine with the unsolicited materials submitted. You also agree not to enforce moral rights in and to the feedback provided to Labocine, to the extent permitted by applicable law.

Copyright Policy

Labocine will take prompt action against copyright infringement committed using its platform and/or website if any such claims are reported to Labocine. We reserve the right to terminate the accounts of users who are repeat infringers. If you are the Copyright Owner or approved to act on behalf of one with exclusive rights, please follow the steps indicated below for filing a Digital Millennium Copyright Claim (DMCA) notice of Alleged Infringement. Labocine will take an action that it deems appropriate towards the challenged content including removal from the Labocine website.

- 1. Identify the content that you claim has been infringed.
- 2. Identify the material you have claimed is a copyright violation, and to which access needs to be restricted. At a minimum, please provide a URL of the link leading to the material on the Labocine website, or point towards the exact location where the allegedly infringed material can be found.
- 3. Include the details of your company affiliation, if applicable, and contact information including email address, phone number, and a physical mailing address.
- 4. Please include the following statements in the Notice:
 - a. "I hereby declare that I am ensured of the fact that the disputed use of the copyrighted material is not approved by the copyright owner, its agent, or the law"
 - b. "I hereby declare, under the penalty of perjury, that the information provided in this Notice is true and valid, and that I am the copyright owner, or I have been approved to act on behalf of the copyright owner".
- 5. Enclose the notice with your full legal name and your signature.
- 6. Send the notice to the Labocine Designated Copyright Official. The details are provided below. Written notices of claimed copyright infringement must be in strict compliance with all terms and conditions of the DMCA.

Copyright Agent information

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Governing Law

These Terms and Conditions of Use shall be governed in accordance with the New York State law, where Labocine has its registered office. These terms of use ensure that you are entitled to the consumer protection rights under the mandatory law of the governing body stated herewith.

Privacy

All information collected about the User through their use of Labocine services is subjected to the privacy policy, which forms part of the Terms and Conditions Agreement.

Indemnity Clause

You agree to indemnify and keep the Company and each of their associates, partners, contractors directors, agents, directors and employees harmless against any liabilities, claims, damages, and expenses resulting in association with your purchase or usage of our products or services, or due to any violation of the terms and conditions laid out in this Agreement, violation of any law, and of the rights of involved third parties.

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<u>Limitations on Liability</u>

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