
WEBSITE TERMS AND CONDITIONS OF USE

- Jointly provided by DNAFORM and Source BioScience -

These terms and conditions govern your access to and use of the website <http://www.clonerresources.com/> ("the Website"), whether as a guest or a registered user. By accessing and using the Website you agree that you have read and accept these terms and conditions and that such terms shall apply to your use. If you do not wish to be bound by these terms and conditions, please refrain from using the Website.

Contracts for the supply of products and/or services formed through the Website, or as a result of visits made by you, are governed by our Terms and Conditions of Supply.

1. Contact Details

1.1 This Website is operated by Kabushiki Kaisha DNAFORM, whose place of business is Leading Venture Plaza-2, 75-1, Ono-cho, Tsurumi-ku, Yokohama City, Kanagawa, 230-0046, Japan.

1.2 If you have any queries relating to your registration with, and use of, the Website, please email us at: order@dnaform.jp, or alternatively contact a Customer Service representative at: +81-(0)45-510-0607.

2. Registration

2.1 Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.

2.2 From time to time, we may restrict access to some parts of the Website, or the entire Website, to users who have registered with us.

2.3 In order to register with the Website, you are required to submit your first and last names,

together with other requested information including without limitation, your postal address and email address details, to facilitate us processing your registration.

2.4 Each customer is required to register individually in his or her, own name. Where we have given you (or where you have chosen) a user identification code, password, or any other piece of information as part of our security procedures, which enables you to access certain parts of the Website, you are responsible for keeping such information confidential and you must not disclose it to any third party. We ask you not to share your registration details within anyone else and you understand and accept that registrations are personal to an individual and are not to be shared. We have the right to disable any password (or user identification code), whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms.

2.5 Once registered, you may order products and/or services through the Website. Such order will be subject to our Terms and Conditions of Supply.

2.6 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms, and that they comply with them.

2.7 We may suspend and/or terminate (either in whole or in part) your use of the Website immediately for any reason and in particular if we have reason to believe that you are not complying with these terms or our Terms and Conditions of Supply.

3. Data Protection and Privacy

3.1 We process information about you in accordance with our Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate. Please read our Privacy Policy.

4. Intellectual Property

4.1 All intellectual property rights in the Website and in the material published on the pages of

the Website (including, but not limited to, copyright and rights in registered and unregistered trade marks) are owned by (or licensed to) us or one of our wholly owned subsidiaries. All such rights are reserved.

4.2 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organization to the material posted on the Website.

4.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

4.4 Our status (and that of any identified contributors) as the authors of the material on the Website must always be acknowledged.

4.5 You must not use any part of the material on the Website for commercial purposes without obtaining a license to do so from us or our licensors.

4.6 If you print off, copy or download any part of the Website in breach of these terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5. Disclaimers

5.1 Commentary and other material posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such material by any visitor to the Website or by anyone who may be informed of any of its contents.

5.2 We aim to update the Website regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update

such material.

6. Our Liability

6.1 The material and information contained on the Website is for general information only and is provided without any guarantees, conditions or warranties as to its accuracy and completeness.

6.2 We do not warrant or represent that the material and information displayed on the Website is free from viruses or that it does not contain any material which is defamatory, obscene or illegal in any way.

6.3 To the fullest extent permitted by law, we, other members of our group of companies and third parties connected to us expressly exclude:

6.3.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

6.3.2 any liability for any loss or damage (whether direct, indirect or any consequential loss or damage) resulting from, or in any way connected with the Website or in connection with the use, inability to use, or results of the use of the Websites, or any websites linked to it and any materials posted on it including, without limitation, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated earnings, loss of data, loss of goodwill and for any other loss or damage of any kind, howsoever arising and whether caused by tort (including negligence), misrepresentation, breach of any statutory duty, or breach of contract or otherwise, even if foreseeable.

6.4 This does not affect our liability for death or personal injury resulting from our negligence, nor our liability for fraudulent representation or misrepresentation, nor any other liability which cannot be excluded or limited under governing law.

7. Indemnity

7.1 You agree to indemnify and to keep us indemnified from and against any costs, claims, demands, expenses, liabilities, damages and losses (including any direct, indirect or

consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us arising from or which is directly or indirectly related to your access to and/or use of the Website and/or any other person or entity's use of the Website where such person or entity was able to access the Website using your registration.

8. Harmful/Malicious Activities

8.1 You must not misuse the Website by knowingly introducing any virus, trojan horse, worm, time-bomb, keystroke logger, spyware, adware or any other harmful program or similar computer code designed to adversely affect the operation of any computer software or hardware. You must not attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website or otherwise attempt to impair or prevent its operation, whether by means of a so-called "denial-of-service attack" or otherwise.

8.2 By doing any of the things mentioned in paragraph 8.1, you could be committing a criminal offence. We will report any such breach to the relevant authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

8.3 We will not be liable for any loss or damage caused by a denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

9. Content and Price Information

9.1 This website is operated by Kabushiki Kaisha DNAFORM using information and content provided by Source BioScience UK Ltd. Any such information is related to DNAFORM rights to offer Source BioScience genomic resources in Japan.

9.2 All prices on the Website are given in Japanese Yen and are intended for sales in Japan only.

Those are prices to end-users including all shipping costs from the UK and import charges.

9.3 For inquiries on our prices, please e-mail us at order@dnaform.jp, or call at +81-(0)45-510-0607.

10. Links from the Website

10.1 Where our Site contains links to other sites and resources provided by third parties, those links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

11. General

11.1 We reserve the right to assign or transfer all or any of our rights and obligations under these terms to any of our group companies or to any other third party. In the event of assignment or transfer, notification will either be given to you by email or posted on the Website.

11.2 Failure by us to exercise or enforce any right conferred upon it shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of that or any other right on any later occasion.

11.3 We reserve the right to vary these terms and conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are amending on you. Some of the provisions contained in these terms may also be superseded by provisions or notices published elsewhere on the Website.

11.4 These terms and any dispute or claim arising out of or in connection with them or their subject matter of formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with Japanese law.

11.5 Yokohama District Court in Japan shall have the exclusive jurisdiction of the first instance to settle any claim or dispute which may arise from, or related to, a visit to the Website although we retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country.

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