

TERMS OF USE Drawbiomed Website

The following Terms of Use will govern the use of the website: www.drawbiomed.com / youtube.com/drawbiomed all its sub-sites and micro-sites and content thereof (hereinafter referred to as "**Website**").

The domain name www.drawbiomed.com , its Mobile Apps are owned by **KINGJHT B.V.**, a limited liability Holding company under Dutch Law with its place of business in the Netherlands at Overtoom 551a, (1054 LK) Amsterdam (hereinafter referred to as **Holding Company**), which Holding Company has granted the right - via a license agreement - to use / exploit the Website to **Science Visionary B.V.** a limited liability Company according to Dutch law, with its place of business in the Netherlands at Overtoom 551a, (1054 LK) Amsterdam (hereinafter referred to as "**the Company**").

The Company is a company that provides online tutorials in the form of text, videos and pdf for scientists how to make schematic figures in the style of Nature publications. These tutorials are made in the 3 software applications (Adobe Illustrator, Inkscape and PowerPoint), which are the best for making graphical abstracts.

Extent of the Terms of Use

The Terms of Use (also referred to as "**Terms**") are set between the Company and its users ("**User**") and will govern the use of the Website, the Mobile Apps, or any products and/or services including Audio, Video, Images and Textual Content through a Computer, Online Streaming, SD cards, tablets or other storage/transmitting devices ("**Products and/or Services**").

These Terms constitute an electronic record of the applicable Terms that the User of the Company's Website, Products and/or Services must have read and agree to when using the Website, Products and/or Services of the Company.

Privacy

Any personal information submitted in connection with User's use of the Website, Products and/or Services is subject to the Company's Privacy Policy.

General

The Company's Website, Products and/or Services enables the User to learn via live and recorded instruction, tutoring, and learning services through the Company's mobile applications and Website how to make schematic figures in the style of Nature publications.

The Company holds the right to modify or upgrade its Website, Products and/or Services at any time. If the User is at any time dissatisfied with the Company's Website, Products and/or Services, then the User's sole remedy is to discontinue the use of the Website, Products and/or Services.

As a registered user of the Website, Products and/or Services User agrees that the Company may notify User through email regarding security, privacy, and administrative issues relating to User's use of the Company's Website, Products and/or Services.

The Company reserves the right to revise these Terms in its sole discretion at any time and without prior notice to User other than by posting the revised terms on the Website. Any revisions to the Terms are effective upon posting. The Terms will be identified as of the most recent date of revision.

User should visit the Website regularly to ensure his/her continued acceptance of the Terms. User's continued use of the Company's Website, Products and/or Services after any revision to the Terms constitutes User's binding acceptance of the revised Terms. Notwithstanding the preceding sentences of this section, no revisions to the Terms will apply to any dispute between User and the Company that arose prior to the date of such revision.

Registration

User will need to register with the Company and obtain an account, username, and password for most activities on the Company's Website, its Products and/ or Services.

The information User provides at the time of registration will help the Company in hosting User's content, customer service, and network management. User is solely responsible for maintaining the confidentiality of his/her account, username, and password. User further understands that he/ she is completely responsible for all activities associated with their account.

User warrants that his/ her account related information will be accurate, current, and complete at all times. If the Company believes that such information is untrue, inaccurate, not current, incomplete, or misleading, then it reserves the right to suspend or terminate User's account and restrict any and all current or future use of the Company's Website, Products and/ or Services, without any liability to User.

User must notify the Company immediately of any unauthorized use of his/ her account and any other breach of security. The Company cannot be held responsible for any loss or damage arising out of User's failure or negligence to comply with the requirements stated in these Terms, either with or without User's knowledge, prior to User notifying the Company of unauthorized access to his/ her account.

User may not use anyone else's account at any time or transfer his/ her account to someone else without the permission of the account holder. If User has authorized another individual, including a minor, to use his/ her account, User will understand that under such circumstances User is responsible for the online conduct of such user and the consequences of any misuse.

User Submitted Contents

The Company cannot guarantee the accuracy, reliability, or validity of reviews, comments, feedback and discussions posted on the website by User, as the Company does not control the submitted content. By using the Website, User may come across posts or comments which User may consider objectionable. User hereby agree that the Company is not accountable for User's access or use of any such content.

The Website is a teaching tool for Users. The Company is not liable for any disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to conduct of the User, including, but not limited to, any User's reliance upon any information provided on the Website.

Conduct

User agrees to use the Company's Website, Products and/or Services for lawful purposes only. User is solely responsible for the knowledge of and adherence to all laws, rules, and regulations pertaining to User's use of the Website, Products and/or Services.

User's Obligations

- User has read, understood, and agree to be bound by the information before using the Website.
- User is not allowed to translate, republish, or print the content of the Website without a written permission from the Company.
- User is not allowed to copy and distribute video courses of the Website its content for any purpose other than for personal use.
- User will not use contents or a portion of contents of this Website for any unethical, unlawful purpose, to promote segregation depending upon gender, age, race, religion, nationality or disability of a person, to defame a person or to violate a person's right to privacy.
- User will not upload, post or otherwise transmit any unsolicited advertising, promotional materials, junk mail, spam, or any other form of solicitation through the Website.
- User will not post any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, infringing, defamatory or libellous content.
- When User makes a purchase, he/ she agrees not to use an invalid or unauthorized payment method. If User its payment method fails and User still get access to the course User is enrolling in, User agrees to pay the Company the corresponding fees within thirty (30) days of notification from the Company. The Company reserves the right to disable access to any course for which we have not received adequate payments.

Payments

The Company has the following methods to remit payments:

- PayPal;
- Ideal;
- Stripe;
- Credit card.

If required by the government agencies, the Company may demand any tax or other related documents from User. The Company reserves the right to withhold payments or impose other penalties if the Company does not receive proper identifying information or any other related documentation from User.

User understands and agrees that he/ she is ultimately responsible for any applicable taxes on his/her income to User's local authorities.

All transaction details pertaining to the use of the Website, Products and/or Services will be provided inside user account.

Third-Party Advertisements

The Company uses third-party advertising companies to serve ads when User visits the Company's Website. These companies may use aggregated information (not including User's name, address, email address or telephone number) about User his/ her visits to the Website in order to provide advertisements about goods and services of interest to User.

The Company does not guarantee correctness, viability, validity and availability of information displayed on the Company's Website in the form of advertisements. The Company does not guarantee merchantability or fitness of the advertised information for any particular purpose.

The Company declares that the advertisers and their clients or allied partners are neither its agents, nor partners. The Company does not provide guarantees for any published information on behalf of any of the advertisers and their clients or allied partners.

Liabilities

The Company is not liable to any User for:

- Any loss or damages of any kind, as a result of using its Website, Products and/or Services or other information provided on the Website.
- Special, direct, incidental, exemplary or consequential damages of any kind whatsoever in any way due, as a result of using or inability for using the Website and/or its contents.
- The unavailability of its Website, Products and/or Services continuously or for any period of time.

Connectivity and Costs

User is solely responsible to bear any costs arising out of the equipment required for providing or accessing the Website, Products and/ or Services. User is solely responsible for all costs related to connectivity and data access, and/ or other fees and costs associated with its access to and use of the Company's Website, Products and/ or Services, including, but not limited to, any data charges imposed by a wireless carrier or Internet Service Provider, and for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

Indemnification

As a user of the Website, User agrees to protect and fully compensate the Company and its associates, namely, service providers and technology partners, from any and all third party claims, liabilities, damages, expenses and costs, including, but not limited to, all legal expenses, arising from User his/ her misuse of the Company's Website, Products and/or Services.

Relationship Between parties

User and the Company agree that no joint venture, partnership, employment, contractor, or agency relationship exists between them.

Copyright and Trademarks

The Website, webpages, tutorials, graphics, diagrams, artwork and study material (referred to as "**Contents**") as well as the Products and/or Services thereon, are the copyrighted property of the Holding Company. It is strictly prohibited to retain, reuse, reproduce or publish the Contents or a portion of Contents in any format, without the Holding Company's written consent. This prohibition also concerns the use of other intellectual property rights the property of the Holding Company, such as and insofar applicable: Trademarks, Designs, Patents, etc.

The Company uses various third party logos or trademarks on its Website. These logos and trademarks have been taken from various technology companies. The Company states that such logos and trademarks have no relation with the Company and they are property of their respective owners that hold their trademark- and copyrights.

Claims of Infringement

If User finds his/ her work has been duplicated in any hosted course, text tutorials, shared tutorials or any other part of the Website and User believes it constitutes copyright infringement, or User its intellectual property rights are violated, User has to bring it to the Companies notice to claim for copyright and/or other intellectual property infringement. User can claim for the infringement by producing valid and correct proofs of his/her work and related IP rights.

Warranty Disclaimer

User understands that while using the Website, Products and/ or Services of the Company, User may be exposed to content from a variety of sources, and that the Company is not to be held responsible for the accuracy, quality, legality, or usefulness of such content.

The Company strives continuously to provide as precisely and as timely Contents as possible, however, the Company does not guarantee the accuracy, completeness, correctness, timeliness, validity, non-infringement of the contents of the Website for any particular purpose.

User further acknowledges that while using the Company's Website, Products and/ or Services, User may be exposed to content or materials that are inaccurate, indecent, or objectionable, and User agrees to indemnify the Company against any legal or equitable rights or remedies User may have against the Company with respect thereto.

To the fullest extent permissible pursuant to applicable law, the Company and its affiliates hereby disclaim all express, implied, and statutory warranties of any kind, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. No information, oral or written, obtained by User from the Company, an employee or representative of the Company or through the services will create any warranty not expressly stated herein.

The Company does not warrant that its Website, Products and/or Services or any part thereof including any content or products offered through its Website, Products and/ or Services will be uninterrupted, or free of errors, viruses or other harmful components and does not warrant that any of the foregoing will be corrected.

User understands and agrees that his/ her use, access, download, or otherwise obtain information, materials, or data through the Company's Website, Products and/ or Services, any associated sites or applications, and any third party sites is at User's own discretion and that User will be solely

responsible for any damage to his/ her computer system used in connection with the Company's Website, Products and/ or Services or loss of data that results from the download or use of such material or data.

The Company is not responsible, if the information contained in a material is altered, removed or deleted, after its complete or partial downloading by the User. Any material downloaded or referred shall be at the risk of the User.

Modification of Website, Products and/or Services

The Company may modify the features, pricing, and other aspects of its Website, Products and/or Services at its discretion and these terms will continue to apply for the modified Website, Products and/or Services.

User further understand that the Company reserves the right to modify or discontinue, temporarily or permanently, its Website, Products and/or Services (or any part thereof) with or without notice. User agrees that the Company will not be liable to User or to any third party for any such modification including suspension or discontinuance of all or any portion of the Website, Products and/or Services.

Termination

The Company may at its own discretion terminate the use of its Website, Products and/or Services immediately without notice for any breach of these terms or any of the Companies applicable policies, as posted on the Website from time to time. The Company may discontinue offering the Website, Products and/ or Services at any time which will terminate User's right to access the Company's resources.

User is within his/ her rights to terminate his/her use of our products and services at any time, either by not visiting the Company's Website, or by contacting the Company via e-mail: jon@drawbiomed.com

Upon termination, the Company has no obligation to retain any of User's accounts or submitted content for any period of time beyond what may be required by applicable law.

Legal Jurisdiction

Dutch law will be applicable and the District Court in Amsterdam competent.

Miscellaneous

- Entire Agreement: the Terms applicable to User posted on the Website constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.
- Severability: if any provision of these terms is found to be illegal, void or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of these Terms.
- Waiver: a provision of these Terms may be waived only in writing executed by the party entitled to the benefit of such provision. The failure of the Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.
- Notice: any notice or other communication to be given hereunder will be in writing and given by certified mail return receipt requested, or electronic mail.

Updates

From time to time, the Company may update these Terms to clarify its practices or to reflect new or different practices (such as when new features are added), and the Company reserves the right in its sole discretion to modify and/or make changes to these Terms at any time.