

## TERMS

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### FOREWORD

Welcome to ooverlab.com, the first social web platform dedicated to scientific asset sharing and Research and Development ('R&D') budget optimization (the 'Site' or the 'Platform'). This website is brought to you by Ooverlab Management team ('OOVERLAB', 'we' or 'our'). In case of questions, complaints and/or remarks with regard to the Site, you can always turn to Julien Claes by calling the number: +32479845316, or via email to the following email address: [jclaes@ooverlab.com](mailto:jclaes@ooverlab.com).

Any person or legal entity accessing the Site (the 'Visitor', 'you' or 'your') agrees to the following terms and conditions ('Terms').

The Site is a constantly evolving web product, which implies that the present Terms might change. We therefore strongly encourage you to regularly consult them in order to check that you still fully agree to them. If you don't agree to any of the Terms, please do not use the Site. Any violation of the Terms detailed below may result, without notice, in the immediate termination of your account.

### 1. DEFINITIONS

**VISITOR:** any person or entity accessing the Site.

**USER:** any Visitor registered on the Site i.e. possessing an account on the Site. The Site contains personal and professional information that may be edited at any time by the User and allows this latter to benefit from the services offered by the Site.

**SCIENTIFIC ASSET:** any equipment, expertise, chemical or biological material useful to perform R&D activities or to communicate about such activities.

**ORGANISATION:** any group of at least one User created on the Site via 'My Organisations' tab. These Organisations may consist of, for example, research teams, labs, departments, hospitals, foundations and companies. The creator of an Organisation can, via the button 'Add or remove members from your organisation' in 'My Organisations' tab invite other persons (User or not) to join the Organisation and hence to become its members. Non-Users have, however, to register before joining the Organisation. Different types of members ('roles') can be distinguished depending on their respective functions within an Organisation: the external, the member and the admin (cf. hereafter).

- External: an external member can consult any of the ads of the Organisation.
- Member: a member can access the member list and consult the ads of the Organisation. He can also create new ads and modify or remove these latter as long as he keeps its member status.
- Admin: an admin is a member that can edit the Organisation information, consult, modify or remove any of its ads, create new ads within it and modify the



role of any of its members (externals, members and admins). He can also add or remove members.

An Organisation may contain several externals, members and admins; only members and admins may become contact persons for its ads.

**MARKETPLACE:** the space where the ads are published on the Site in order to be seen by any Visitor. Potential Takers contact Providers via an internal contact tool. Providers may unpublish their ads at any time. In that case, the ads will remain visible in the private sharing place(s) of their account i.e. in the tab 'My organisations' and/or the tab 'My ads'. This means that a Provider can share Scientific assets with members of one of his Organisations without making them visible on the Marketplace.

**PROVIDER:** any User providing a Scientific asset. A distinction is to be made between professional Providers, for which providing Scientific assets represents the main activity, and non-professional Providers that are R&D stakeholders for which providing Scientific assets represents a secondary activity.

**TAKER:** any User that agrees to receive, to rent or to buy a Scientific asset available on the Marketplace in order to become its, respectively, beneficiary, renter or owner.

**TRANSFER CONVENTION:** contract between a Provider and a Taker that establishes the terms and conditions of a Scientific asset transfer. A standard Transfer convention form may be freely downloaded from the Site; it allows in particular to specify the type of transfer (donation, renting, sale), the type of Scientific asset transferred (equipment, expertise, chemical or biological material), and, when applicable, the financial contribution associated to the transfer in question. Takers and Providers are of course totally free to use alternative Transfer conventions or even to not use any Transfer convention at all.

## 2. CONDUCT & GENERAL OBLIGATIONS

By using the Site:

- you agree to be bound by these Terms that define the conditions under which you may use the Platform;
- you must be at least the age of 18 years old and legally capable;
- you should carefully choose your password when registering and keep it confidential since the account cannot be shared or transferred to another person or entity;
- you agree to be solely responsible for the use of your account and hence to be liable for any consequence resulting from the use of your account by a third party;
- you certify that the information provided on the Platform when you register, place an ad on the Marketplace or communicate with other Users is accurate, not misleading, up-to-date and unambiguous;



-you agree not to place, publish or send in any way, via the Site, information that is offensive, provocative or illegal, in particular information that is defamatory, obscene, pornographic, indecent, hateful, discriminatory or inflammatory, infringes any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to violence or racial, ethnic or religious hatred or otherwise violates applicable laws;

-you make sure not to use programs or other IT tools containing viruses or that may negatively impact in any way the Site or its Visitors' computer functionalities;

-you agree not to divert the Site from its primary purpose for personal reasons, notably by making an abusive use of contact tools (for example by sending spams, 'junk e-mails', advertising, etc.) or by gathering personal data ('harvesting') or using (substantial) parts of any database rights pertaining to OOVERLAB.

OOVERLAB furthermore retains the right to remove any content on simple request or on third party request, without having to provide any justification.

In case you do not respect one or several of these Terms, we may, without notice and without prejudice to other claim or sanction, suspend or terminate your account. OOVERLAB will not be held liable for damages resulting from such suspension or termination.

### 3. PHILOSOPHY & COMMITMENT

OOVERLAB is not a company providing Scientific assets. It is a company providing a web platform that makes Scientific asset visible in order to facilitate their sharing. The underlying objectives behind this idea are to optimize R&D budgets and stimulate the development of new positive synergies (collaborations, partnerships, etc.). OOVERLAB is therefore not involved in any transactions established between Scientific asset Providers and Takers; it rather makes Scientific assets of Providers visible for potential Takers. Any disputes that would arise following any transaction between Users shall be dealt with between the parties involved and will under no circumstances imply the participation or responsibility of OOVERLAB. OOVERLAB's role is limited to providing hosting services and therefore OOVERLAB is not able to (and will not) supervise any content, including ads, placed by Users and third parties on the Site. OOVERLAB has no control over such content and can therefore not provide the Visitors any guarantee regarding the quality, appropriateness, realness, etc. thereof.

OOVERLAB has only a best effort obligation regarding the offered Platform and any services or elements relating thereto. We choose independently the means we estimate necessary to provide our services. All of them are provided on an "as is" and "as available" basis.

OOVERLAB does not perform a systematic in-depth control of (i) the veracity, the exhaustiveness, and the accuracy of the information provided by Users, be it with regard to the personal or professional data linked to their account, the content of their ads, or when they interact with other Users; (ii) the lawfulness of recorded goods; or (iii) the capability of Providers and Takers to execute their obligations including those related to financial compensations linked to asset transfer.

OOVERLAB denies responsibility for any complaint, any dispute between Users, or



any present or future, presumed or not, ascertained or not, personal injury and material damage directly or indirectly resulting from the use of its services. Moreover, although a special attention is given to feed the Platform with high quality content, information, recommendations or comments presented on the Site may be inaccurate, obsolete, incomplete, misleading, offensive or damaging. We therefore suggest that you use the services of the Site with caution, vigilance and common sense.

Despite these classical precautions, OOVERLAB will endeavour to ensure that any Visitor abide by the present Terms and to provide Users with the best possible services. The longevity of the Site indeed depends on the satisfaction of its Users. In that context several measures have been taken to limit clumsy, inappropriate or fraudulent conduct that could possibly negatively impact Users. These measures notably include (a) the elaboration of an intuitive and well-structured website architecture; (b) the providing of operating tips, either directly on the Site or in the present Terms; (c) the use of a business model dedicated to the scientific sphere that strongly discourages non-scientists/R&D stakeholders to access the services provided by the Site and communicate with Users; (d) the obligation imposed on Users to provide some personal and professional information in order to check their identity and their R&D stakeholder status; (e) the provision of several tools (pseudo, inbox, professional information, controlled Google geolocation, etc.) that allow Users to efficiently communicate while remaining anonymous (the name of the university and/or the Organisation providing the ad can, however, be displayed on the ad if desired); (f) the providing of a freely downloadable standard Transfer convention that facilitates the proper transfer of an asset; and (g) a high flexibility in the transfer management (the Provider can notably ask for a deposit, be present as a guide during data collection, perform the data collection himself or possibly make his asset available for free within a collaborative framework).

We are in favour of the continuous improvement principle (cf. 'lean strategy'), which implies that we are permanently trying to improve our services. As a consequence, we invite you to let us know of any infringement to the present Terms by another Visitor and to give us any advice, correction or suggestion that may improve the ergonomics, the efficiency or even the aesthetics of the Platform.

## **4. SCIENTIFIC ASSET SHARING**

### **4.1 PRINCIPLE**

Any Visitor can see the ads placed on the Marketplace but only Users can contact Providers, become Providers themselves and create Organisations.

The creation of an ad starts when you click on either the 'Place an ad' button of the homepage or on the 'New ad' button within the 'My ads' tab of your account. When the ad page is open, you can fill in the page with all the information that characterizes the Scientific asset you want to share (ad type, transfer type, contact person, etc.). Once created (i.e., after you clicked on the 'Create ad' button), the ad is automatically published on the Marketplace. When placed on the Marketplace, your ad will be visible to any Visitor. However, all the ad contact details (Provider identity and address, phone or email contact, etc.) remain



confidential until the creator or the contact person(s) of the ad disclose(s) them on his (their) own initiative, for example via the inbox or by selecting the option 'Show the university and/or organisation name on the ad' in the ad creation page. Reciprocally, Takers may also decide to reveal their identity, either via the inbox or by providing link to their ResearchGate and/or Google Scholar profiles.

A standard Transfer convention might be downloaded at any time from the Site. Takers and Providers are of course totally free to use alternative conventions or even to not use any convention at all. Under no circumstances shall OOVERLAB be liable for any damages relating to the use, inappropriateness or incompleteness of the draft Transfer convention provided.

Once an ad is published on the Marketplace, its information can still be updated at any time.

As mentioned before, you can unpublish your ad at anytime from the marketplace using the button 'Unpublish' from the tab 'My organisations' and/or the tab 'My ads' of your account. In that case, the ads will remain visible in the private sharing place(s) of your account where they will only be visible to you and, when appropriate, to the members of the providing Organisation. An unpublished ad can at any time be re-published on the marketplace using the button 'Publish' from the tab 'My organisations' and/or the tab 'My ads' of your account.

Finally, once created, an ad can be deleted at any time using the button 'Delete' placed next to the ad in the 'My ads' tab.

We may, without notice, without prejudice to any other claims and without compensation of any kind, delete an ad placed on the Marketplace in the following cases (i) the text of the ad does not respect one or several of the present Terms; (ii) the picture(s) attached to the ad do(es) not respect one or several of the present Terms or do(es) not properly represent the asset; (iii) the asset constituting the object of the ad cannot be objectively considered as useful for R&D activities or the communication of the results from such activities; (iv) the ad contains one or several errors notably in relation to its location; (v) the ad is illegal, notably because it is linked to an asset that cannot be transferred (such as biological samples from protected species).

## **4.2 PROVIDER RESPONSABILITY**

4.2.1 The Provider assumes sole responsibility regarding the content of its ads.

4.2.2 The Provider has the obligation to place only ads linked to available, legal and fully operational assets on the Marketplace. This notably implies that (i) advertised equipment should be in working order, properly calibrated and not used by either the Provider or a third party at the moment of the transfer; (ii) advertised chemicals should be always active and not degraded; (iii) advertised biological material should have been legally obtained (i.e. in agreement with all required national and international capture laws and/or ethical guidelines); (iv) the Provider has the right to sell, rent or donate assets advertised on the Marketplace; (v) after having accepted a transfer request, the Provider effectively proceeds to the transfer according to the modalities established in the Transfer convention, in the ad or by an other mean



arranged with the Taker. OOVERLAB will not be held liable for damages resulting from the fact that a Provider fails to abide by any of these Terms.

4.2.3 OOVERLAB does not provide an integrated 'breakage and theft' insurance service. The Provider therefore remains exclusively responsible for its asset during the whole duration of a renting (except stated otherwise, notably in a Transfer convention). OOVERLAB therefore strongly suggests that Providers (a) carefully choose their renters by referring to information available through the Platform (professional information, etc.); (b) use the standard Transfer convention freely downloadable from the Site or another type of written agreement to determine the terms of an asset transfer; (c) if possible, only allow Takers to use the asset on site, ideally under their direct supervision, or to perform data collection themselves; (d) subscribe their own insurance to protect their renting assets and/or to ask the Takers to give a deposit. OOVERLAB is currently working so as to be able soon to offer an integrated insurance service and/or preferential rates from external insurance companies to Providers.

4.2.4 The Provider is liable for any tax or fee that would be imposed on the benefits made from advertised assets. OOVERLAB will not be held liable for the non-payment of these taxes and commissions.

4.2.5 In case a Provider encounters a problem with a Taker, we invite him to immediately contact us by email at [info@ooverlab.com](mailto:info@ooverlab.com).

#### **4.3 TAKER RESPONSABILITY**

4.3.1 Once a Provider has accepted his transfer request, the Taker must effectively access the Scientific asset linked to the request according to terms and conditions established in the Transfer convention, the ad or by an other mean arranged with the Provider. This notably implies that, for transfers associated with a financial compensation (e.g. a renting or a sale), the Taker will have to pay the Provider at the end of the transfer (except requested otherwise by the Provider). OOVERLAB will not be held liable for the non-payment or partial payment of an asset transfer by a Taker.

4.3.2 The Taker has to use a renting asset with care and in an appropriate manner. The Taker shall be solely responsible for any depreciation of value caused by the use of a rented asset exceeding the standards of reasonable wear and tear.

4.3.3 The Taker has to use assets only for lawful activities.

4.3.4 OOVERLAB will not be held liable for any illegal, inappropriate or tactless asset use by a Taker.

4.3.5 In case a Provider encounters a problem with a Provider, we invite him to immediately contact us by email at [info@ooverlab.com](mailto:info@ooverlab.com).

#### **4.4 OOVERLAB'S LIMITATION OF LIABILITY**

4.4.1 OOVERLAB is careful to provide information that is as accurate as possible but can not guarantee the complete accuracy, completeness or suitability of the information on the Site and cannot be held liable for this. This applies to any information that has been made available on the Site by OOVERLAB as well as to the



information from Users or other parties. 'Information' shall mean everything that can be found on the Site, including text, images, sound, data, etc.

4.4.2 OOVERLAB is not liable for any decision or action that would be taken by the Visitor on the basis of information provided on the Site, nor is it responsible for any errors or mistakes of the Visitor based on the information on the Site.

4.4.3 OOVERLAB is not liable for direct or indirect damages or any damages that could be caused by inaccuracy, incompleteness, inadequacy, forgetfulness or neglect in providing, composing, drawing, writing and interpreting the information on the Site.

4.4.4 OOVERLAB is not liable for any permanent or temporary damage or defaults of the computer equipment or data from the Visitor during or after the use of the Site. In particular, OOVERLAB cannot be held liable for the possible transmission of viruses, Trojan horses and such via the Site.

4.4.5 OOVERLAB is not liable for links to websites or applications operated by others, or for the damage caused in the course of a visit to such websites or applications. OOVERLAB has no control over such websites or applications and cannot be held liable for the content displayed thereon.

4.4.6 For the realization of the Site, OOVERLAB is using, to the reasonably largest extent, the most modern available techniques. However, OOVERLAB cannot be held responsible for the (temporary) failure or any malfunctioning or maintenance work on - or of - the Site. OOVERLAB can therefore not accept any responsibility whatsoever for unavailability of the Site, or any difficulty or inability to download or access content or any other communication system failure which may result in the Site being unavailable. OOVERLAB will also not be responsible for any support or maintenance for the Site.

4.4.7 Every Visitor will hold OOVERLAB harmless from any claim regarding a potential or alleged infringement or violation of a third party's intellectual property due to the making available of content on or in connection with the Site.

4.4.8 Regardless of the provisions in this article and should OOVERLAB be held liable for any kind of damage by a competent authority, OOVERLAB's liability will be limited to 250 EUR.

## 5. INTELLECTUAL PROPERTY

5.1 All the Platform content presented on the Site, including icons, buttons, pictures, illustrations, names, logos, brands, graphics, data, text content, HTML code, as well as the organisational structure, logic flow, ergonomics and aesthetics of the Site, is OOVERLAB's intellectual property. Copyrights, trademarks or other intellectual property rights may protect this content. You agree not to, in all or in part, copy, send, distribute, diffuse, sell, publish emit, circulate, arrange or modify the Platform content. All commercial use of the Site content is strictly forbidden. OOVERLAB will not be held liable for any failure of this condition.

5.2 The Site is a web platform that aims to facilitate the execution and communication of R&D activities. In that context, unless otherwise provided, the creation of hyperlinks towards its homepage (<http://www.ooverlab.com>) and its internal pages or even to the pages of its social networks, notably in order to



increase the visibility of a particular Scientific asset, is authorized and even fostered, on the condition that such links will not portray OOVERLAB and its services in a false, misleading, derogatory or otherwise defamatory manner.

5.3 As mentioned here above, we welcome any advice, suggestion, correction, modification or addition that may improve the quality of our services. You agree that this information remains OOVERLAB's property as soon as it is displayed on the Site or is sent to us by email. You are solely responsible for your communications and the consequences of their publication.

5.4 By making use of the Site you grant OOVERLAB a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any content that you make available on or in connection with the Site such as, without being limited thereto, images, quotes, drawings or any combinations thereof. OOVERLAB will have the right to use any of your content in whichever manner and form it desires, including yet not limited to, for commercial purposes.

## **6. PRICE OF OOVERLAB SERVICES**

The Site is currently available as a free open BETA. This implies that any Visitor can fully access the functionalities of the Platform for Free (providing prior registration). During that process, any Visitor may give a feedback on the Site and its associated services via the incorporated SurveyMonkey® form placed on the homepage.

## **7. ADVERTISING AND OTHER POTENTIAL SOURCES OF REVENUES**

In order to durably guarantee the quality of its services, OOVERLAB may, at any time and without notice, use advertising tools including pay-per-click mechanism and display advertising. These advertising tools might be linked to keywords entered in the search tool or to the content stored via the Site.

## **8. PRIVACY**

Personal and non-personal data of Visitors might be treated following their visit of the Site. Given the evolution of the privacy legislation, OOVERLAB reserves the right to change its Privacy policy at any moment. Consequently, OOVERLAB advises the Visitor to verify on a regular basis whether changes have been made to the Privacy policy.

## **9. APPLICABLE LAW AND COURT OF COMPETENT JURISDICTION**

The present Terms shall be subject to and interpreted under the laws of Belgium, excluding its conflict of law provisions. Any dispute arising under these Terms or resulting from the use of the Site will be subject to the jurisdiction of the courts of Brussels. The procedure shall be carried out in French.

## **10. OTHER TERMS**

If one or several of these Terms shall be unlawful, voided, or for any reason unenforceable, then it shall not affect the validity or enforceability of other Terms.

OOVERLAB will not be responsible for any delay or failure to accomplish its obligations due to causes beyond its reasonable control including (but not restricted



to) any war act, civil disobedience, sabotage, natural disaster, fire, flood, hurricane, epidemic, governmental act or strike affecting the present Terms as well as any technical or electrical problem affecting communications.

The present Terms, as well as the documents incorporated by reference, constitute the integral agreement governing the use of the Platform.

The Terms, as well as all the enclosed documents incorporated by reference, may be freely and legally transferred to a third party by OOVERLAB in case of merger or acquisition.

The lack of enforcement by OOVERLAB of any provision of these Terms or not undertaking any action with respect to a Visitor of the Site in the event of a possible breach of any provision, cannot be interpreted as a waiver of claim or right in respect of any provision in the context of a possible future infringement by a Visitor.

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