

Who we are and how to contact us

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For notice of claims of copyright infringement or counter notices, please contact: legal@biofourmis.com

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Our responsibility for loss or damage suffered by you

WHETHER YOU ARE A CONSUMER OR A BUSINESS USER WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

If you are a business user:

- WE EXCLUDE ALL IMPLIED CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS THAT MAY APPLY TO OUR SITE OR ANY CONTENT ON IT.
- WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:
 - USE OF, OR INABILITY TO USE, OUR SITE; OR
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 - LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE;
 - BUSINESS INTERRUPTION;
 - LOSS OF ANTICIPATED SAVINGS;
 - LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR
 - ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

If you are a consumer user:

PLEASE NOTE THAT WE ONLY PROVIDE OUR SITE FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE OUR SITE FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

How we may use your personal information

We will only use your personal information as set out in our [Privacy Policy](#).

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under the relevant computer misuse and cybersecurity laws in your home jurisdiction. We will report any such breach to the relevant law enforcement 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 our site will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact legal@biofourmis.com.

Which country's laws apply to any disputes?

Any dispute that is not resolved by the parties by informal dispute resolution shall, upon the submission of a written request of either party to the other party, be resolved exclusively by final and binding arbitration conducted in accordance with the rules of arbitration of the American Arbitration Association for commercial disputes (the "Rules"), except to the extent that such Rules are inconsistent with these terms. The arbitration decision shall be the sole and exclusive remedy of the parties, shall be final, and shall be fully and irrevocably accepted by the parties. The prevailing party may enforce such decision against the other party in any court having jurisdiction. The arbitration shall take place in Massachusetts and shall be conducted in the English language. The parties agree that they shall share equally the cost of the arbitration filing and hearing fees, and the cost of the arbitrator(s). Each party shall bear its own attorneys' and expert fees and all associated costs and expenses.

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Employment

We follow a secure policy for recruiting. All contact with prospective candidates are made from biofourmis.com email addresses. We do not solicit personally identifiable information such as Social Security numbers or National Identification Numbers, either directly or through requests for employment forms, via email. No financial transaction is conducted over email. We also implement a best practice of multiple in-person interviews or, when that is not possible, then with video conferencing, before making offers.

If you have received a job offer that is purportedly from us without any in-person or video conferencing interviews or have been asked to pay any amounts of money in advance to the company, that is likely to be a fraudulent phishing exercise. Please report the incident to the relevant authorities and notify us at security_alert@biofourmis.com.

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