Who we are and how to contact us

www.biofourmis.com is a site operated by Biofourmis Inc, and its affiliates (collectively referred to as "We").

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may suspend or withdraw our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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.
Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by us infringe your copyright, you, or your agent may send to us a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon our actual knowledge of facts or circumstances from which infringing material or acts are evident. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright for details.

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

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Your participation, correspondence or business dealings with any third party found on or through our site, and any terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that we shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.
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
  - USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON OUR SITE.
- IN PARTICULAR, WE WILL NOT BE LIABLE FOR:
  - 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.

Our trade marks are registered

Biofourmis™, Biovotials™ and Everion™ are our trademarks. You are not permitted to use them without our approval.

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.

Last updated 1 September 2021