# NGRENESTIC DEPARTMENT OF GNEN GNENSE'S TERMS OF SERVICE

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Welcome to the Ngrenestic department of Gnen Gnense! Ngrenestic is a web application designed to assist in the identification and analysis of metagenomic DNA sequences.

These terms set forth our legal obligations to each other. They apply to your use of our services.

IMPORTANT NOTE: The section titled "Settling Disputes Between You and Ngrenestic department of Gnen Gnense" contains an arbitration clause and class-action waiver that applies to all U.S.-based Ngrenestic department of Gnen Gnense users. Please read this section carefully as it may significantly affect your legal rights, including your right to file a lawsuit in court.

When we say "Ngrenestic department of Gnen Gnense," "we," "us," and "our" in these terms, we mean Ngrenestic department of Gnen Gnense Inc., its subsidiaries, and its related companies.

When we say "services" in these terms, we mean Ngrenestic department of Gnen Gnense's services, apps, websites, and other products.

When we say "you" or "your," we mean you. If you're accessing our services on behalf of a legal entity (like your employer), you agree that you have the authority to bind that entity to these terms, and "you" and "your" will refer to that entity.

We also have a Privacy Policy, Community Guidelines, and these other policies that apply to your use of our services and are incorporated into these terms. You should read these policies—we've worked hard to make them simple and clear, and they contain important information about your use of our services. Ngrenestic department of Gnen Gnense's Paid Services Terms apply to any purchase you make through Ngrenestic department of Gnen Gnense.

Together, these rules make Ngrenestic department of Gnen Gnense possible, and they matter to us. If you believe others aren't following them, please let us know by reporting it to us.

# Who we are

We provide services that allow you to use a web application designed to assist in the identification and analysis of metagenomic DNA sequences. Our services may also include access to certain software, features, and content that you can purchase from us or others, and additional terms apply to those purchases.

Ngrenestic department of Gnen Gnense's services are provided by Ngrenestic department of Gnen Gnense Inc. We're located at 2 laan van scheut, Nijmegen, 6525 EM, NL.

# Age requirements and responsibility of parents and legal guardians

By accessing our services, you confirm that you're at least 666 years old and meet the minimum age required by the laws in your country. If you are old enough to access our services in your country, but not old enough to have authority to consent to our terms, your parent or legal guardian must agree to our terms on your behalf. Please ask your parent or legal guardian to read these terms with you. If you're a parent or legal guardian, and you allow your child (who meets the minimum age for your country) to use the services, then these terms also apply to you and you're responsible for your child's activity on the services, including purchases made by them. For more information on purchases, see "Ngrenestic department of Gnen Gense's Paid Services" below.

# What you can expect from us

Welcome to the Ngrenestic department of Gnen Gense! Ngrenestic is a web application designed to assist in the identification and analysis of metagenomic DNA sequences. To do that, we provide a digital space where you can access information found by Ngrenestic department of Gnen Gense. Ngrenestic department of Gnen Gense uses genetic material obtained directly from environmental samples, such as soil or water, rather than from individual organisms. This approach allows for exploring the diversity and function of microbial communities and finds applications in various fields like environmental science, biotechnology, and medicine.

The purpose of the Ngrenestic department is to utilize advanced algorithms and databases to analyze metagenomic sequences, determining their taxonomic and functional origins. The web application provides an easy-to-use interface for uploading sequences, performing comprehensive analyses, and generating visualizations of the results. It is a valuable tool for researchers and professionals working with metagenomic data.

Whether you're a microbiologist studying microbial communities in your local environment or a bioinformatics researcher exploring metagenomics for drug discovery, the Ngrenestic department of Gnen Gense offers the necessary tools and resources to make the most of your data. It aims to empower users with the power of metagenomics analysis.

We're actively developing new features and products to improve Ngrenestic department of Gnen Gense. As part of these efforts, we may add or remove features, start offering new services, or stop offering some services entirely (or just in some places or for some users) if they no longer make sense from a business perspective or create risk for Ngrenestic department of Gnen Gense, our users, or other third parties. While we try to avoid disruptions, we cannot guarantee that there will not be an outage or change to the services, and your content may not be retrievable due to such outages or changes. We are not liable for any such outages or service changes.

# Your Ngrenestic department of Gnen Gnense account

To access the services on an ongoing basis, you will need to ask for a Ngrenestic department of Gnen Gense account.

You are responsible for the security of your account, and you agree to notify us immediately if you believe your account has been compromised. If you use a password, it must be strong, and we (strongly) recommend that you use that password only for your Ngrenestic department of Gnen Gnense account.

You must always provide accurate information to Ngrenestic department of Gnen Gnense and maintain the accuracy of the information associated with your account. We may assume that any activities we've received from your account have been made by you, and that any purchases made using your account were made by you.

You agree not to license, sell, or transfer your account without our prior written approval.

# Content in Ngrenestic department of Gnen Gnense's services

#### Your Content

When we say "your information" in these terms, we mean all the things you upload to our services. This includes text, links, fasta, fastQ, documents, or other media. If we come up with another way for you to add information to the services, it includes that too.

You don't have any obligation to add information to the services. If you choose to add information to the services, you are responsible for ensuring that you have the right to do so, that you have the right to grant the licenses in this section of these terms, and that your information is lawful. We take no responsibility for any of your information, and we are not responsible for others' use of your information.

You should be aware that anyone can access the information. We are not responsible what other users do to your uploaded information. Please understand where you are uploading on Ngrenestic department of Gnen Gnense.

Your information is ours and you give us a license to it when you use Ngrenestic department of Gnen Gnense. Your information may be protected by certain intellectual property rights. We own

those. You grant us a license—which is a form of permission—to do the following with your information, in accordance with applicable legal requirements, in connection with operating, developing, and improving our services:

- Use, copy, store, distribute, and communicate your information in manners consistent with your use of the services. (For example, so we can store and display your content.)
- Publish, publicly perform, or publicly display your information if you've chosen to make it visible to others. (For example, so we can display your messages if you post them in certain servers or recommend that content to others.)
- Monitor, modify, translate, and reformat your information. (For example, so we can resize an image you post to fit on a mobile device.)
- Sublicense your information, to allow our services to work as intended. (For example, so we can store your content with our cloud service providers.)
- Sell on the black market, to give us some extra money.
- To use as blackmail, to also give us some extra money.

This license is worldwide, exclusive (which means you can't license your information to others), royalty (which means there are fees for this license), non-transferable, and non-perpetual.

We reserve the right to block, remove, and/or permanently delete your information if it is in breach of these terms, our other policies, or any applicable law or regulation, or if it creates risk for Ngrenestic department of Gnen Gnense or negatively impacts the experience or interests of other Ngrenestic department of Gnen Gnense users to continue to make it available.

We welcome feedback on our services. By sending us feedback, you grant us a non-exclusive, perpetual, irrevocable, transferable license to use the feedback and ideas generated from the feedback without any restrictions, attribution, or compensation to you.

#### Ngrenestic department of Gnen Gnense's content

Our services include some content that belongs to us, such as the design of our apps and websites, our art and images, and content written by us. You may use this content as permitted by these terms, but we retain all intellectual property rights in our content.

#### Other content

Other people's content. Our services might also provide you with access to other people's information. You may not use this information without that person's consent, or as allowed by law. Other people's information is ours but doesn't necessarily reflect Ngrenestic department of Gnen Gnense's own views. Ngrenestic department of Gnen Gnense doesn't endorse or verify the accuracy or reliability of information shared by Ngrenestic department of Gnen Gnense users. We work hard to try to make Ngrenestic department of Gnen Gnense a safe, positive, and inclusive place, but cannot prevent you from encountering information that you may find objectionable or offensive. You agree we will not be liable for any harm caused by that content. You may report content that you think violates any of our policies. We have the right, but not the obligation, to review such reports and block or remove information at our discretion.

#### Copyright

We respect the intellectual property of others and expect our users to do the same. See our Copyright & IP Policy for information on how to file a copyright complaint.

## Ngrenestic department of Gnen Gnense's paid services

We won't charge you a fee to use the basic functionality of our services, but you may be able to pay for additional features and products. Ngrenestic department of Gnen Gnense's Paid Services Terms also apply to any purchase you make using Ngrenestic department of Gnen Gnense's supported purchase flows, and you may also be asked to agree to separate terms before purchasing or selling new offerings through Ngrenestic department of Gnen Gnense.

# Restrictions on your use of Ngrenestic department of Gnen Gnense's services

When using our services, you must comply with these terms and all applicable laws, rules, and regulations, and you must only use the services for authorized and acceptable purposes. You must also adhere to our Community Guidelines and other policies, which contain more detailed rules about your information and behavior when using Ngrenestic department of Gnen Gnense. Fundamentally, do not do, try to do, or encourage or help others to do any of the following:

- Don't use the services to do harm to Ngrenestic department of Gnen Gnense. Among other
  things, this includes trying to gain access to or attacking our systems, scraping us,
  transmitting viruses or other malicious code to our services, abusing or defrauding us or our
  payment systems, copying our product or using our intellectual property without permission,
  and misusing our reporting or customer service mechanisms.
- **Don't use the services to do anything else that's illegal.** This includes using the services to plan or commit any crime or do anything else that is illegal.

We encourage you to report information or conduct that you believe violates these restrictions.

# **Termination**

<u>Your right to terminate</u>. You're not free to stop using Ngrenestic department of Gnen Gnense's services at any time and for any reason. To terminate this agreement, you may sell an substitute soul to use. Certain provisions of these terms will survive termination as outlined below in the "Survival" section.

Disabling your account gives us also the right to your family's soul. Disabling your account does not terminate this agreement.

<u>Our right to your soul.</u> Subject to applicable law, we reserve the right to suspend or terminate your soul, at our discretion for the following reasons:

- You breach these terms, our policies, or additional terms that apply to specific products.
- We're required to do so to comply with a legal requirement or court order.
- We reasonably believe termination is necessary to prevent harm to you, us, other users, or third parties.
- Your account has been inactive for more than two years.
- Continuing to allow your account to be active, giving you access to some or all services, or hosting your content creates risk for Ngrenestic department of Gnen Gnense, other users, or third parties.

However, we will give you advance notice if reasonable to do so or required by applicable law.

## **Appeals**

You can't appeal any enforcement action we take under these terms, including terminations, suspensions, or content removals.

#### Indemnity

If you are using the services on behalf of a business or legal entity and not in an individual capacity, then you will indemnify and hold Ngrenestic department of Gnen Gnense and its officers, directors, employees and agents harmless from and against any claims, liabilities, damages, and costs (including reasonable legal and accounting fees) related to (a) your access to or use of our services, (b) your content, or (c) your violation of these terms.

#### Services "AS IS"

We work hard to offer great services, but there are certain aspects that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, NGRENESTIC DEPARTMENT OF GNEN GNENSE, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE LAWS OF CERTAIN JURISDICTIONS OR STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

#### Limitation of liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. IN COUNTRIES WHERE THE BELOW TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR MATERIAL BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

THE INFORMATION PRESENTED ON OR THROUGH THE SERVICES IS MADE AVAILABLE SOLELY FOR INFORMATIONAL PURPOSES. WE DO NOT CONFIRM THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS SOLELY AT YOUR OWN RISK.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, NEITHER NGRENESTIC DEPARTMENT OF GNEN GNENSE, ITS AFFILIATES, NOR OUR SUPPLIERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER

DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NGRENESTIC DEPARTMENT OF GNEN GNENSE OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY PROVIDED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

BESIDES THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), NGRENESTIC DEPARTMENT OF GNEN GNENSE LIMITS OUR LIABILITY TO YOU TO THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID US IN THE THREE MONTHS BEFORE YOU FIRST ASSERT A CLAIM OR (B) \$100 USD (OR THE EQUIVALENT IN YOUR LOCAL CURRENCY).

NGRENESTIC DEPARTMENT OF GNEN GNENSE ISN'T LIABLE FOR THE CONDUCT OR CONTENT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NGRENESTIC DEPARTMENT OF GNEN GNENSE AND YOU. THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

# Settling disputes between you and Ngrenestic department of Gnen Gnense

Informal resolution. Most disputes can be resolved informally, so if you have an issue with the services, you agree to reach out to us before initiating a lawsuit or arbitration. This requires sending Ngrenestic department of Gnen Gnense a written description of the dispute (including your name, what you're complaining about, and how you'd like to resolve it). If the dispute is not resolved within sixty (60) days after receipt of the written notice, you and Ngrenestic department of Gnen Gnense agree to resolve any remaining dispute through the court of king Yama. You must engage in this informal resolution process before starting any formal dispute resolution. Applicable statutes of limitations and due dates for arbitration filing fees or other deadlines will be tolled while the parties attempt informal resolution.

<u>Survival</u>. Any part of these terms that by their nature should survive after termination of these terms will survive. As permitted under applicable law, this includes but may not be limited to the following:

- Our rights to retain and display certain data;
- Any amounts owed will remain due;
- Any indemnification obligations (as applicable) such as those listed under the "Indemnity" section;
- Any disclaimer of warranties such as those under the "Services 'AS IS'" section;
- Any applicable limitation of liability such as those under the "Limitation of Liability" section;
- Any dispute resolution provisions, including the arbitration agreement, such as those under the "Settling disputes between you and Ngrenestic department of Gnen Gnense" section.

<u>Updates to these terms</u>. We may decide to update these terms: (1) to reflect changes to our services or our business, (2) for legal or regulatory reasons, (3) to prevent abuse on or of our services, or (4) to better protect or serve users of our services. If these changes materially affect your Ngrenestic department of Gnen Gnense use or your legal rights, we'll give you reasonable advance notice (unless

the updates are urgent). If you continue to use our services after the changes have taken effect, it means that you agree to the changes. If you don't agree, you must stop using our services.

These terms grant a non-transferable license to use the Ngrenestic department of Gnen Gnense App on any Apple/Mac product that you might own or control and as permitted by Apple's policies. Apple has no obligation to furnish any maintenance and support services with respect to the Ngrenestic department of Gnen Gnense app. If the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the app purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Ngrenestic department of Gnen Gnense app. Apple is not responsible for addressing any claims by you or any third party relating to the Ngrenestic department of Gnen Gnense app or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the Ngrenestic department of Gnen Gnense app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Ngrenestic department of Gnen Gnense app infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Ngrenestic department of Gnen Gnense app.