

Applicable Law

This Database is controlled and operated by Illumina, Inc. from its offices within the United States of America (USA). All users are responsible for compliance with applicable local laws with respect to their use of the Database and the Information contained in the Database. Any and all actions, claims, disputes, or controversies relating to the use of the Database or any materials therein shall be governed by the internal substantive laws of the State of California, USA, without regard to its conflicts of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the state and federal courts of California, USA in such actions, claims, disputes, or controversies.

Disclaimer

YOU AGREE THAT YOUR USE OF THE DATABASE SHALL BE AT YOUR SOLE RISK. THE OPERATION OF THE DATABASE AND THE INFORMATION AVAILABLE THEREON ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, ILLUMINA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE DATABASE, THE INFORMATION AVAILABLE THEREON AND YOUR USE THEREOF. ILLUMINA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, TIMELINESS OR COMPLETENESS OF INFORMATION AVAILABLE IN THE DATABASE OR THE CONTENT OF ANY SITES LINKED TO THE DATABASE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE DATABASE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE DATABASE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THIS DATABASE BY ANY THIRD PARTY, (VI) ANY ERRORS OR OMISSIONS IN ANY INFORMATION AND/OR (VII) FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY INFORMATION POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE DATABASE. ILLUMINA DOES NOT WARRANT THAT THE DATABASE, OR ANY PART THEREOF, WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED.

Limitation of Liability

IN NO EVENT SHALL ILLUMINA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING UNDER OR AS A RESULT OF THIS AGREEMENT (WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY) OR USE OF THE DATABASE AND WHETHER OR NOT ILLUMINA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO PAY ANY FEES FOR USE OF THE DATABASE AND THAT YOUR USE OF THE DATABASE IS VOLUNTARY AND WITHOUT CHARGE. ACCORDINGLY, USE OF THE DATABASE IS AT YOUR SOLE RISK AND UNDER NO CIRCUMSTANCES WILL ILLUMINA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT DAMAGES WHATSOEVER. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ONE ANOTHER AND SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Trademarks

The Illumina logo and names of Illumina products or services displayed in the Database are registered trademarks or trademarks owned by Illumina in the United States and certain other countries. No license to use any of these trademarks or any iteration thereof is given or implied. Users are not permitted to use these trademarks without prior written consent from Illumina. All other trademarks that appear in the Database are the property of their respective owners.

Copyright

All contents of the Database excluding the Information, are protected under US and international copyright laws by Illumina, all rights reserved. Documents published on the Database may contain other proprietary notices or describe information or technologies owned by Illumina or third parties. Please note that by publishing these documents, Illumina is not granting any license under any copyright, trademark, patent or other intellectual property right of Illumina or any third party.

Indemnification

You agree to defend, indemnify and hold harmless Illumina, its directors, officers, employees, agents, and successors from and against any liabilities, expenses or costs arising out of any claim, complaint, suit proceedings or cause of action (including but not limited to attorney's fees) relating to, or arising from: (i) your use of and access to the Database; (ii) your violation of any term or condition of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that Information you submitted was submitted without approval or consent or in violation of applicable laws, regulations or policies or otherwise caused damage to Illumina or a third party.

