

# Terms and Conditions of Use

Version 3.1

These Terms and Conditions ("**Terms and Conditions**"), along with any applicable additional terms (see below) (collectively, the "**Terms**") govern your use of and access to our website, customer support, or other interactive areas or services (collectively, the "**Services**") and software that we include as part of the Services, as well as any applications, including mobile applications and related documentation (collectively, the "**Software**"). If you have been provided with the Services by your company to use ("**Company User**"), and if Ideagen and your company have an existing agreement in place that governs the use of the Services ("**Company Agreement**") then these Terms and Conditions are subordinate to the Company Agreement.

Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website or Application.

## 1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following terms shall have the following meanings:

"Application"	means the Application you are currently using on a device (e.g., mobile, tablet);
"Content"	means any text, graphics, logos, icons, images, audio, video, software, data compilations, page layout, source code, object code and software and any other form of information capable of being stored in a computer that appears on or forms part of the Website and/or Application (other than the User Data);
"Ideagen"	means Ideagen plc, a company registered in England and Wales, registered number 02805019, having its registered office at One Mere Way, Ruddington, Nottingham, England, NG11 6JS, or its affiliates;
"Intellectual Property Rights"	means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Service"	means collectively any online facilities, tools, services or information that Ideagen makes available through the Website and/or Application either now or in the future;
"User" / "Users"	means any third party that accesses the Website and/or Application that is not acting on behalf of Ideagen;
"User Data"	means content or data that is uploaded, transmitted, stored and/or processed by Users; and
"Website"	means the website that you are currently using, any sub-domains of this site unless expressly excluded by their own terms and conditions.

## 2. Intellectual Property

- 2.1. The Website, Application and Content are the exclusive property of Ideagen, our affiliates or other relevant third parties and you acquire no rights in or to the Website, Application or Content other than those expressly authorised by these Terms and Conditions. By continuing to use the Website or Application you acknowledge that such material is protected by applicable Intellectual Property Rights.
- 2.2. All Intellectual Property Rights in or arising out of or in connection with your use of the Website, Application and/or Content (to avoid doubt, other than Intellectual Property Rights in any User Data) including, without limitation, all Intellectual Property Rights in any data generated as a result of your use of the Website, Application and/or Content, shall be solely owned by Ideagen.
- 2.3. You grant us a royalty-free non-exclusive licence to use and copy the User Data for the purposes of making available the Website, Application, and our Service.

## 3. User Rules

### 3.1. General

#### 3.1.1. You may not:

- reproduce, copy, distribute (on a website, ftp server or otherwise), redistribute, store, sell, rent, lease, make available as a bureau service, sub-license, assign, transfer, disclose, create derivative works or in any other fashion re-use the Website and/or Application without the prior written consent of Ideagen;
- make adaptations or variations to the Website and/or Application without the prior written consent of Ideagen;
- disassemble, decompile or otherwise reverse-engineer the Website and/or Application other than as permitted by operation of law;
- alter, remove, obscure, conceal or otherwise interfere with any markings on or within the Website and/or Application (including the packaging and any other physical embodiment of the Website and/or Application) which refers to Ideagen and our third party licensors (as applicable) and must not interfere with, or fail to reproduce, any other copyright notices of Ideagen and our third party licensors (as applicable) as they appear in or on the Website and/or Application and any and all copies thereof;
- use the Website and/or Application for any purpose that is illegal, fraudulent, harmful or otherwise contrary to any law or regulation or any regulatory code or any written instruction or guideline from Ideagen (including, without limitation, these Terms and Conditions);
- misuse the Website and/or Application by knowingly introducing trojans, viruses, worms, logic bombs or other material which is malicious or technologically harmful or attack the Website and/or Application via spamming, flooding, a denial-of-service attack or a distributed denial of service attack;
- use the Website and/or Application in any manner that causes, or may cause, damage to the Website and/or Application or impairment of the availability or accessibility of the Website and/or Application or which would otherwise constitute a breach of these Terms and Conditions;
- tamper with, or attempt to gain unauthorised access to, the Website and/or Application or any server, computer or database connected to the Website and/or Application or probe, scan or test the vulnerability of the Website and/or Application; and/or

- attempt to obtain, or assist third parties in obtaining, access to the Website and/or Application, other than as provided in these Terms and Conditions.

### 3.2. User Data

- 3.2.1. User Data, and the use of User Data by us in any manner licensed or otherwise authorised by you, must not:
- be illegal or unlawful, infringe any person's legal rights, or be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law);
  - be libelous or maliciously false;
  - be obscene or indecent;
  - infringe the Intellectual Property Rights of Ideagen or any third party;
  - constitute negligent advice or contain any negligent statement;
  - constitute a breach of any contractual obligation owed to any person; or
  - be the subject of any threatened or actual legal proceedings or other similar complaint.

### 3.3. Company Users

- 3.3.1. If you received "**Company Access**" (which is defined as the right to use, access, and consume the Software and Services) from an organisation or group, including but not limited to a company or any other commercial entity, government entity, non-profit organisation or educational institution (each, a "**Company**") under a subscription agreement or Ideagen's MSSA, then you are a "**Company User**" of such Company.
- 3.3.2. If you are a Company User, you agree that due to your receipt of Company Access from such a Company:
- 3.3.2.1. Ideagen may provide such Company with the ability to access, use, remove, retain modify and control your User Data therein whether uploaded or imported before or after the date these Terms and Conditions were last updated;
- 3.3.2.2. Your use of the Services and Software is governed by the Company Agreement with Ideagen; and
- 3.3.2.3. Where there is a conflict between these Terms and Conditions and the Company Agreement, the Company Agreement will prevail.

## 4. Links to Other Websites

- 4.1. The Website or Application may contain links to third party websites, applications, products, software, services, or content. Unless expressly stated, these third party resources are not under the control of Ideagen or that of our affiliates. We assume no responsibility for the content of such third party resources and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to resource provided by a third party on the Website or Application does not imply any endorsement of the site itself or of those in control of it.

## 5. Privacy

- 5.1. Use of the Website or Application is also governed by our Privacy Policy which can be accessed via our Website and/or Application.

## 6. Disclaimers

- 6.1. Ideagen makes no warranty or representation that the Website or Application will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure or that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.
- 6.2. No part of the Website or Application is intended to constitute advice and the Content should not be relied upon when making any decisions or taking any action of any kind.
- 6.3. Whilst Ideagen uses reasonable endeavours to ensure that the Website or Application is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

## 7. Availability of the Website and Modifications

- 7.1. The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, or satisfactory quality.
- 7.2. Ideagen accepts no liability for any disruption or non-availability of the Website or Application resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 7.3. Ideagen reserves the right to alter, suspend or discontinue any part (or the whole of) the Website or Application including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website or Application unless it is expressly stated otherwise.

## 8. Limitation of Liability

- 8.1. To the maximum extent permitted by law, Ideagen accepts no liability for any (i) direct loss or damage, foreseeable or otherwise, or (ii) for any indirect, consequential, special, or exemplary damages, arising from the use of the Website or Application or any information contained therein. Users should be aware that they use the Website or Application and its Content at their own risk.
- 8.2. In the event that Ideagen's liability cannot be wholly excluded as set out in Clause 8.1, Ideagen's aggregate liability to all Users shall be limited to £100 per event giving rise to a claim.
- 8.3. Nothing in these Terms and Conditions excludes or restricts Ideagen's liability for death or personal injury resulting from any negligence or fraud on the part of Ideagen.
- 8.4. Every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms is found to be unlawful, invalid, or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of

the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is unlawful.

## 9. No Waiver

- 9.1. Any delay or failure by us to exercise any right or remedy contained herein, shall not be construed as a waiver of that right or remedy. No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy by us.

## 10. Previous versions of these Terms and Conditions

- 10.1. In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions currently available on the Ideagen Website shall prevail unless it is expressly stated otherwise.

## 11. Third Party Rights

- 11.1. Nothing in these Terms and Conditions shall confer any rights upon any third party nor will give rise to any rights under the Contracts (Rights of Third Parties) Act 1999. The agreement created by these Terms and Conditions is between you and Ideagen.

## 12. Communications

- 12.1. All notices / communications shall be sent to us either by post to our premises at One Mere Way, Ruddington, Nottingham, England, NG11 6JS, or by email to [info@ideagen.com](mailto:info@ideagen.com). Such notices will be deemed received 3 business days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- 12.2. Any personal data you submit will be retained by Ideagen for as long as it is reasonably necessary to provide you with the services which you have requested. If you withdraw your consent or request removal of your personal data, such data will be destroyed, but in doing so, you acknowledge that our ability to provide you with access to our Website, Application and/or Service may be adversely affected. You can withdraw your consent or request removal of your personal data by contacting [dataprotection@ideagen.com](mailto:dataprotection@ideagen.com).

## 13. Law and Jurisdiction

- 13.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and Ideagen and you agree to submit to the exclusive jurisdiction of the courts of England.