

These are the terms and conditions which apply to all Members who subscribe to use the Sciony System. If you wish to become a Member in order to use the Sciony System, you will be required to comply with these terms and conditions. If you do not wish to comply with these terms and conditions you should not proceed with your application to become a Member of Sciony. By completing the Sciony membership application process, you are confirming you have read, accept and agree to be bound by these terms and conditions.

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions which govern how we supply and make available the System to you, and this includes the services we provide through and the digital content we make available on System.
- 1.2 **Why you should read them.** Please read these terms carefully before you apply to become a Member of Sciony. These terms tell you who we are, how we will make the System available to you, the terms of your membership subscription, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a business if you are a limited company or limited liability partnership and/or if you are using the Sciony for the purpose of your trade, business or profession.
- 1.4 **Entire Agreement.** These terms and the documents we refer to in them constitute the entire agreement between us in relation to you. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these Conditions.

2. DEFINED TERMS

- 2.1 In these Conditions, words which are capitalised have a specific meaning attributable to them, which is as follows:

Agreement;	Your agreement with us to be a Member and to use the System, which comprises these Conditions and Your Membership Application and the documents referred to in these Conditions.
Authorised Users;	Any users who are authorised to use the System through your Membership.
Conditions;	these terms and conditions as updated from time to time in accordance with clause 24.6.
Confidential Information;	information belonging to or relating to a party which (i) has been labelled as such or identified as Confidential Information or (ii) may reasonably be deemed to be confidential in the circumstance of its disclosure or use.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures;	as defined in the Data Protection Legislation.
Data Protection Legislation;	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
Fees;	the Fees payable for Your Membership, as detailed in Your Membership Application.
Initial Membership Period;	The initial period of Your Membership, as detailed in Your Membership Application.
Intellectual Property Rights;	all patents, copyright and related rights, trade marks, business names, rights in get up and goodwill, the right to use for passing off, rights in designs, database rights, rights to use and protect the confidentiality of Confidential Information (including know-how) and all other intellectual property rights, registered or unregistered, which subsist now or in the future in any part of the world.
Inventor;	A user of the System who has developed Intellectual Property Rights in respect of which Investors and/or Service Providers may be interested.
Investors;	A user of the System who may be interested in investing and/or developing an Inventor's Intellectual Property Rights.
Member;	A user who has been granted a licence use the System following a successful Membership Application, who may be an Inventor, an Investor or a Service Provider, as more fully detailed in the relevant Membership Application.
Membership Application;	The process whereby you sign up to become a Member.
Membership;	Your membership to use the System which is granted in accordance with this Agreement.
Mutual NDA;	The mutual non-disclosure agreement which is required to be entered into between any two Members who have expressed a desire to be connected by the System in order to facilitate commercial discussions regarding future business relations, a copy of which is appended at the end of these Conditions.
Renewal Period;	Any agreed renewal period in respect of Your Membership.
Service Provider;	A user of the System who is able to provide services to Inventors and/or Investors which are relevant to an Inventor's Intellectual Property Rights and/or an Investor's interest therein.
System;	the software service known as Sciony, available at www.sciony.com which is made available to you as part of your Membership.
UK Data Protection Legislation;	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018.
We, Us, Our;	Sciony Limited, company registration number 11953603.
You, Your;	The Member who has subscribed to use the System, whose details are contained in the Membership Application.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 **Who we are.** We are Sciony Limited a company registered in England and Wales. Our company registration number is 11953603 and our registered office is at 73 Cornhill, London, EC3V 3QQ.
- 3.2 **How to contact us.** We can be contacted by post at 73 Cornhill, London, EC3V 3QQ, using our website contact form or by email support@sciony.com.
- 3.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

4. OUR AGREEMENT WITH YOU

- 4.1 **How the Agreement between both of us will be formed.** If you wish to become a Member and use the System, you will be required to provide certain information to us during the signing up process (which we refer to as the Membership Application process). Our acceptance of your Membership Application will take place when we email you to confirm you have been accepted as a Member, at which point a contract will come into existence between you and us.
- 4.2 **Your Membership.** When you sign up to become a Member, you can choose which type of Membership you wish to take. There are various membership options available, ranging from our free membership package (which is available free of charge), through to our pro and premium membership packages. You can decide which membership package is most suitable for you. The membership package you choose will determine the Fees payable for your Membership.

5. YOUR MEMBERSHIP

- 5.1 Subject to you complying with the terms of the Agreement, when you become a Member we will grant you and (where applicable) Your Authorised Users a non-exclusive, non-transferable right, without the right to grant sublicences, to use the System during the term of your Membership.
- 5.2 In relation to your Authorised Users, you undertake that:
- 5.2.1 You will not allow more users to access the System than you are permitted to grant access to the System as part of your membership (the Membership package you choose will determine the number of Authorised Users to which you are permitted to grant access to the System);
- 5.2.2 each Authorised User shall keep a secure password for their use of the System and each Authorised User shall keep their password confidential. You will not share, and you will take steps to ensure that Authorised Users do not share, log in credentials with any other person or entity;
- 5.2.3 you shall procure that each Authorised User complies with the terms of this Agreement when using the System.
- 5.3 You shall not access, store, distribute or transmit any viruses, or any material during the course of your use of the System that:
- 5.3.1 relates to any inventions intended to be deployed as military weapons, dual-use technology or which violate the terms of any embargo restriction. You can find out details of activities and countries which are currently subject to any arms or trade restrictions by clicking here [<https://www.gov.uk/guidance/current-arms-embargoes-and-other-restrictions>];
- 5.3.2 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 5.3.3 facilitates illegal activity;
- 5.3.4 depicts sexually explicit images;
- 5.3.5 promotes unlawful violence;
- 5.3.6 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 5.3.7 is otherwise illegal or causes damage or injury to any person or property;
- and we reserve the right, without liability or prejudice to any other rights available to us, to suspend your Membership pending further investigation. If, following any investigation, we determine you have not complied with clause 5.3, we may end your Agreement with us under clause 16.
- 5.4 You shall not, and shall procure that any of your Authorised Users shall not:
- 5.4.1 attempt to decompile, disassemble, reverse engineer, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System in any form or media or by any means; or
- 5.4.2 access all or any part of the System to build a product or service which competes with the System; or
- 5.4.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the System available to any third party except your Authorised Users; or
- 5.4.4 introduce or permit the introduction of, any virus or vulnerability into the System.
- 5.5 When you become a Member you automatically consent to receive emails and notifications about our System and its benefits from us. If you do not wish to receive such emails and notifications, you can log into your account and update your preferences at any time, or you can unsubscribe from such emails. For more information, please see our [Privacy Policy](#).
- 5.6 Our System makes available to users of our website and Members, information about inventions which are being promoted by Inventors, information about the services which are offered by Service Providers and information about Investors. In relation to any information which is made available on the System, please be aware of the following:
- 5.6.1 We do not read, check or take any steps to verify the legitimacy or accuracy of any content, information or posts which are placed on our System. If you are interested in finding our more information relating to any post on our System then you can do this by connecting with the relevant Member, through our System and carrying out your own due diligence and further investigations in relation to the offering being made by such Member;
- 5.6.2 We do not endorse any Member who uses our System, in particular we do not endorse any idea or invention of an Inventor, we do not endorse or recommend any of the Service Providers who promote their services through our System, nor do we take any steps to verify the financial standing of any Inventor or endorse any Inventor;
- 5.6.3 We do not take any steps to verify that any invention or associated Intellectual Property Rights promoted by an Inventor on our System is that Inventor's Intellectual Property Rights and/or has been legitimately created by such Inventor.
- 5.7 If we discover that any Member is operating in violation of this Agreement or in a manner which is not in the spirit of their Membership, then we reserve the right to suspend such Member's account pending further investigation. If, following such investigation we discover there has been a breach of the Agreement, we may end such Member's right to use the System in accordance with clause 16. If you have any concerns over a Member's conduct on our website, or the information posted by a Member on our System, then please contact us at support@scionny.com.
- 5.8 Members are solely responsible for the accuracy and completeness of any information which they make available on our System. Members are also required to maintain acceptable standards of conduct and moral decency when placing information and content on our System. No offensive or harmful content or material is permitted to be placed on our System and any such content or material that we (in our absolute discretion) identify to be such, shall be removed immediately.
- 5.9 You should not make any personal data belonging to a third party (such as an individual's name) available on our System unless (1) such individual has a role which is connected to the content you are posting on our System (for example they are a co-inventor); and (2) you have obtained their prior written consent to the disclosure of their details (and we may ask you to provide a copy of such written consent).
- 5.10 We are able to operate our System because we offer a solution which facilitates mutually advantageous connections between Members. Accordingly you must not put any contact information in any posts on our System which would allow you to be contacted directly, and not through our System, by an interested Member.
- 5.11 You must be over 18 in order to become a Member. Our System is not intended for use by any person under the age of 18. All Members must comply with applicable laws when using our System.
- 5.12 Our System does not provide any legal advice and you should not rely on any information or content which appears on our System. We accept no liability to you for any reliance you place on such information.
- 5.13 Service Providers are not our agents. If you engage a Service Provider to provide services to you as a result of being connected to such Service Provider through the System please be aware:
- 5.13.1 We have no liability to you for any services and/or advice provided to you by a Service Provider. You should ensure you have proper contractual arrangements in place with a Service Provider in relation to the provision of such advice and services;
- 5.13.2 You are responsible for all fees payable to a Service Provider in respect of any services supplied to you by a Service Provider. We will not become involved in any dispute you have with a Service Provider. We do not have any fee sharing arrangements in place with any of the Service Providers on our System and we will never take a share of the fees you pay to a Service Provider;
- 5.13.3 Until such time as a Member engages a Service Provider directly to provide services to them, there is no express or implied advisor relationship between such Member and the Service Provider.

6. OUR COMMITMENTS IN RESPECT OF THE SYSTEM

- 6.1 We shall use commercially reasonable endeavours to make the System available 24 hours a day, seven days a week, except for:
- 6.1.1 planned maintenance which we shall endeavour to undertake outside of the usual business hours of 9.00am to 5pm in the UK; and
- 6.1.2 unscheduled maintenance which we shall try to perform outside the hours of 9am and 5pm UK time, although if we cannot do this we will provide a notice to inform you on our website.
- 6.2 We shall make available a helpdesk to support you with any technical queries you have when you are using the System. The helpdesk can be contacted at <https://scionny.zendesk.com/>. The helpdesk will be available during normal working hours in the UK (being 9am to 5pm on weekdays which are not public holidays).
- 6.3 We warrant that we have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under this Agreement.
- 6.4 We shall perform our obligations under this Agreement using reasonable skill and care in a diligent and professional manner.
- 6.5 You acknowledge that this the System is made available on an 'as is' basis, and has not been designed to meet your specific requirements. Accordingly we do not warrant that your use of the System will be uninterrupted or error-free or will meet your specific requirements.

- 6.6 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the System may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.7 Other than set out in this Agreement or as otherwise required by law, we do not give any warranties in relation to our System. The System is made available "as is"; it is a generic solution and it has not been designed to be specific to the needs of any Member or individual.

7. THE SYSTEM: WHEN YOU ARE USING THE SYSTEM AS AN INVENTOR

When you join as a Member and you are an Inventor the following provisions apply to you:

- 7.1 When you have successfully become a Member and you are ready to prepare a post about your invention, you will be asked to complete a questionnaire in relation to the invention you wish to promote through the System. The questionnaire will ask you a series of questions in relation to the Intellectual Property Rights in your invention. You will also be asked to provide certain supporting documentation in relation to your invention. You will be scored out of one hundred (100) in relation to your completed questionnaire. This score will be determined based on how thoroughly the questionnaire has been completed and how much supporting documentation has been supplied. The purpose of this score is to provide an indication to other Members (particularly Investors and Service Providers) as to how comprehensive and developed your offering is, including the Intellectual Property Rights associated with your invention.
- 7.2 Before the information in relation to your invention is made available on the System, you will be able to view your post in private so you can edit the post. We strongly recommend that you read your post carefully and follow the guidance on the System in relation to your post. Further, once the post is made available on our System, you will be able to enter your Membership account to edit the post.
- 7.3 Depending on the membership package you have subscribed to take, you will be able to submit posts relating to more than one invention, and the above process will be followed in respect of each post.
- 7.4 When you write a post in relation to an invention, we will ask you to prepare a basic post containing a non-detailed overview of your invention (the "Basic Post") which will be available to Members on our System to view. We will also ask you to provide a more detailed post (the "Enhanced Post") in relation to an invention. **The Enhanced Post will not be available to any Member until the Member(s) who has expressed an interest in your invention after reading your Basic Post has requested a connection and you have accepted the connection request. If the optional NDA application has been activated by you for your post, the connecting party will need additionally to enter into the Mutual NDA with you by signing it electronically (by entering User-id and Password) or manually (if you choose the option to use your own NDA form). Please see clause 10 for more details.**
- 7.5 **When you make information available on the System in relation to your invention and the associated Intellectual Property Rights within it, we STRONGLY ADVISE THAT YOU DO NOT UPLOAD ONTO THE SYSTEM:**
 - 7.5.1 **any information relating to your invention and its associated Intellectual Property Rights which is confidential, which is a trade secret and/or which may compromise the validity of your Intellectual Property Rights; and**
 - 7.5.2 **any documents relating to your invention and its associated Intellectual Property Rights which are confidential or which may compromise or risk your invention and/or Intellectual Property Rights. For example, if a document is publicly available (such as your company registration details, or your patent application cover sheet) then this is unlikely to be a risk. However, if you have not disclosed the document, or the document is part of an ongoing application to register your Intellectual Property Rights (such as a full patent application, the specification for your invention / Intellectual Property Rights or your business plan for commercialisation of the Intellectual Property Rights) then you should not upload such documents onto the System.**
 - 7.5.3 **We cannot accept any liability to you if you upload any information onto our System which affects the validity of your invention and the associated Intellectual Property Rights or which compromises your rights in and/or ownership claim to your invention and/or Intellectual Property Rights.**
- 7.6 Once you have completed a post on our System relating to your invention and associated Intellectual Property Rights, our System will seek to connect you with other Members who may be interested in supporting you, by investing in your invention, by helping you to commercialise your invention and/or to provide you with services which you may need in relation to your invention.
- 7.7 If a Member wishes to be connected with you, you will be notified of this. Once you accept the connection request you will be connected to the Member. If you have activated the NDA option for your post, you will not be connected with such Member until both parties have signed the Mutual NDA, as described in clause 10. Once the System confirms that the Mutual NDA has been entered into by both parties, we will connect you to the relevant Member and you will be able to progress discussions directly.

8. THE SYSTEM: WHEN YOU ARE USING THE SYSTEM AS AN INVESTOR

When you join as an Investor the following provisions apply to you:

- 8.1 If you wish to sign up to become a Member who is an Investor, you will be asked to complete an Investor profile card.
- 8.2 Once you have successfully signed up to become a Member who is an Investor, you will be able to browse posts and profiles placed by Members on the System. If you read a post or profile placed by another Member and you wish to be connected with that Member, such Member will be notified by the System. In order to be connected with that Member, you will need to request a connection to the other Member's post and the relevant Member will need to accept your connection request. If the other member has activated the optional NDA for their post, you will need to enter into the Mutual NDA together, as described in clause 10. Once the System confirms that the Mutual NDA has been entered into by both parties you will be connected with that Member. This means you can access each other's contact information in order to collaborate together. As an Investor, where you connect with a Member who is an Inventor, you will also be able to access the Inventor's Enhanced Post and related information.
- 8.3 If you choose premium Membership, you will be able to place a "Opportunity" on the System. This enhanced benefit is only available to premium Investor Members:
 - 8.3.1 To submit an Opportunity, we will ask you a number of questions about your Opportunity. Once all questions are answered the "Opportunity will be made available on the System. You will be able to view your Opportunity in private so you can edit the post. We strongly recommend that you read your Opportunity carefully and follow the guidance on the System in relation to your Opportunity. Further, once the Opportunity is made available on our System, you will be able to enter your Membership account to edit the Opportunity. Members will be able to view your Opportunity in an anonymised view. Members can respond to your Opportunity by placing a response post (a "Response Post").
 - 8.3.2 You will be able to review the Response Posts. If you would like to accept a Response Post and be connected with the Member who has made a Response Post, you can request that the System connects you with such Member.
 - 8.3.3 The Member will be notified if you confirm you wish to be connected with them. In order to be connected with the Member through the System, the other member needs to accept your connection request. If the other member has activated the optional NDA for their post, you will be required to enter into the Mutual NDA with the relevant Member, as described in clause 10. Once both parties have signed the Mutual NDA electronically, we will connect the parties together in order to progress discussions. Following such connection, the parties will be able to access each other's contact information and collaborate together as they wish.
- 8.4 We facilitate introductions to Members who wish to be connected for a mutually beneficial purpose. From the point you are introduced to a Member, it is for you and the relevant Member to agree the basis and terms upon which you will work together. We will not be a party to any contract you agree with such Member.
- 8.5 Once the parties have assessed each other, it is entirely at the discretion of the relevant parties to decide if they wish to progress with any collaboration.

9. THE SYSTEM: WHEN YOU ARE USING THE SYSTEM AS A SERVICE PROVIDER

When you join as a Service Provider the following provisions apply to you:

- 9.1 In order to become a Service Provider you will need to do the following:
 - 9.1.1 complete our Service Provider application form;
 - 9.1.2 upload evidence of your qualifications;
 - 9.1.3 pay the Fees for your Membership;
 - 9.1.4 offer a free introductory meeting (which can be a personal or virtual meeting) to any Members requesting services from you.
- 9.2 If you wish to sign up as a Member who is a Service Provider, you will be asked to complete your Service Provider profile card. As part of your Service Provider profile card you will be asked to confirm the services you are able to provide and you will be required to upload evidence to us to confirm your qualifications and experience in respect of the services you are offering.
- 9.3 Your Membership Application will be assessed by us. If we accept your Membership Application you will be notified of this, and you will be sent a link which you can access to facilitate payment of your Membership Fees. Once you have paid the Fees for your Membership your Service Provider profile will be made available on the System.
- 9.4 We may, from time to time, ask you to provide additional documentation to evidence your qualifications and experience. You will need to provide evidence of your expertise in each area you are providing services. We refer to each area of expertise as being a "service domain".
- 9.5 The type of Membership you choose will determine how many services you can promote through the System.

- 9.6 For each service you offer, you can choose the locality in which you are providing such service; you can choose to provide services only in the territory in which you reside or are registered; in multiple territories or globally.
- 9.7 Before your Service Provider profile is submitted to us for approval, you will be able to view your profile in private so you can edit it. We strongly recommend that you read your profile carefully and follow the guidance on the System in relation to your profile. You will be able to enter your Membership account to edit your Service Provider profile, provided such change does not affect your Membership status. Where changes affect your Membership status (for example, you wish to add more service domains than you are permitted under your existing Membership) you will only be able to make those changes to your Service Provider profile by upgrading your Membership when your Membership is due for renewal.
- 9.8 When your Service Provider profile is made available on the System, the 'matching' process will be as follows:
 - 9.8.1 The System will identify if any Members who require services which match the services and locality in which you are offering your services.
 - 9.8.2 When the services you offer 'match' a request, the requesting Member will be given a list of 'matched' Service Providers.
 - 9.8.3 The Member can select one or more of the 'matched' Service Providers with which it wishes to be connected.
 - 9.8.4 The 'matched' Service Providers will be notified that a Member has requested that they provide services. If you are a 'matched' Service Provider, you will be required to accept the connection request in order to access full details of the member's request. If the other member has activated the optional NDA for their post, you will need to enter into the Mutual NDA with the Member in order to access full details of the Member's request.
 - 9.8.5 Once the connection has been established between you and the relevant Member, you will be able to access the details of the post and the other Member so you can progress discussions regarding the provision of services.
- 9.9 We simply facilitate the introduction of your services to Members who require such services. From the point you are introduced to a Member, it is for you and the relevant Member to agree the basis and terms upon which you will work together. We will not be a party to any contract you agree with such Member. We will not be involved in any way in any discussions or negotiations between you and the relevant Member.
- 9.10 We will not be liable to any Member in respect of any services you supply to them. You are advised to have in place all insurances which are considered reasonable in your profession or industry.

10. CONNECTING YOU TO OTHER MEMBERS

- 10.1 The purpose of the System is to enable you to connect with other Members. Before we allow any Member to be connected with another Member you must accept the member's connection request. If one of the connecting Members has activated the optional NDA for their post, you will need to enter into the Mutual NDA with the Member to which you wish to be connected.
- 10.2 The content of the Mutual NDA is as detailed at the end of these Conditions. It is not possible to change or make any variations to the Mutual NDA. In case you do not wish to use the Sciony NDA template, it is possible to upload and to use your own NDA template instead of the Sciony NDA. In that case you will need to upload your NDA as a pdf. file when activating that NDA option for your post.
- 10.3 When Members wish to be connected with each other, the System will take them through an automated process to accept the mutual connection and, if the NDA option has been activated by the post's owner, to complete the 14.2 Mutual NDA. If the Sciony NDA is selected to be applied, the System will populate the details of the Members entering into the Mutual NDA. The relevant Members will be notified and each must sign the Mutual NDA electronically to confirm they agree to be bound by its terms. If the member's NDA form is selected to be used by the post's owner, both parties will need to download the NDA form, populate the required details including a manual signature and to upload the signed version of the NDA to the system.
- 10.5 If Members who have entered into a Mutual NDA wish to enter into a separate non-disclosure agreement which supersedes the Mutual NDA, once they have been connected, then this is their absolute right to do so.
- 10.6 To avoid any doubt, we are not a party to the Mutual NDA and we have no liability to any party which has entered into a Mutual NDA with a Member, where such Member breaches the terms of the used Mutual NDA.

14.2

11. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your Membership you can do this by logging into your account on the System. If you wish to upgrade or downgrade your Membership (for example, you wish to downgrade from a premium Membership to a pro Membership) then you can do this when your Initial Membership Period ends.

12. OUR RIGHTS TO MAKE CHANGES

- 12.1 **Minor changes to the System.** We may change the System:
 - 12.1.1 to reflect changes in relevant laws and regulatory requirements (an example of this would be the Data Protection Act 2018 and the changes which companies needed to make to their services following the implementation of such legislation); and
 - 12.1.2 to implement technical improvements or enhancements. These changes will be carried out as updates during scheduled maintenance periods and will not affect your ability to use the System.

13. FEES AND PAYMENT

- 13.1 **Where to find the Fees payable for your Membership.** The Fees payable in respect of Membership can be found [here](#). VAT shall be added to the Fees, where applicable. The Fees payable for your Membership during the Initial Membership Period will be as detailed in your Membership Application. All Fees are payable in advance.
- 13.2 **How long is your Membership.** When you complete your Membership Application, you will be asked to confirm how long you wish your Membership to last, based on the options available in your chosen membership package. The Fees you pay for your Membership will be based on the duration of your Membership. For example, if you confirm you want a three month Membership, then you will be required to pay Fees in respect of the three month Membership in advance. If you confirm you wish to take an annual Membership, you will be required to pay Fees in respect of the full 12 months in advance. The Membership period you chose is your Initial Membership Period.
- 13.3 **Renewal of your Membership.** Around one month before the end of your Initial Membership Period, we will contact you to tell you your Membership is due to be renewed. Unless you tell us that you would like to end your Membership before it is due to renew, your Membership will renew for the same period you originally signed up to. For example, if you obtained a 12 month Membership, your Membership will renew for a further 12 months. If you want to change the terms of your Membership (such as to upgrade or downgrade your Membership or reduce the term of your Membership) then you can do so by accessing your Membership account before the renewal date. If you forget to tell us you don't want to renew your Membership you may cancel your Membership within two weeks of your Membership being renewed (starting on the date your Membership renews) provided you have not used accessed the Membership areas of the System during this two week period. The same terms will apply when your Membership is due to end following renewal.
- 13.4 **When can you access the System.** We will make the System available to you from the moment we confirm your Membership until the date your Membership ends. Please be aware, if you use the System you waive any rights you have to cancel your Membership under clause 14.
- 13.5 **We are not responsible for delays outside our control.** If our System is not available due to an event outside our control then we will take steps to resume availability of the System as soon as possible, and we will endeavour to notify you that the System is unavailable. Provided we do this we will not be liable for delays caused by the event and/or non-availability of the System.

14. YOUR RIGHTS TO CANCEL YOUR MEMBERSHIP

- 14.1 **Ending your Membership because we are at fault.** If we are at fault, you may be able to end your Agreement with us, and receive a refund of some or all the Membership Fees you have paid if:
 - 14.1.1 we have told you about an error in the Fees payable for your Membership and you do not wish to proceed with your Membership;
 - 14.1.2 we have suspended supply of the System for technical reasons, or notify you we are going to suspend the System for technical reasons, in each case for a period of more than 4 weeks; or
 - 14.1.3 you have a legal right to end the Agreement because of something we have done wrong.
- 14.2 **Exercising your right to change your mind.** If you change your mind within 14 days of submitting your Membership Application, you can tell us you want to cancel your Membership and we will give you a refund of your Membership fees. However, this right to cancel will not apply if you have used the System during this 14 days period. By using, any premium membership features (such as uploading information onto the System, connecting with any Member through the System, or downloading any documents from the System) you are deemed to have used the System.
- 14.3 **Refund of Membership Fees.** If you properly exercise your rights to cancel the Agreement pursuant to clause 14.2, then we shall refund to you any Membership Fees you have paid to us in respect of your Membership.
- 14.4 **Membership Cancellation.** In all other circumstances, if we are not at fault and you end your Membership before the end of the Initial Membership Period (or any agreed Renewal Period, as applicable) you will not receive a refund of any Fees paid, and you will be required to pay the Fees for any remaining period of your Membership up to the end of the Initial Membership Period, or Renewal period, as applicable.

15. HOW TO END YOUR AGREEMENT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

- 15.1 **Tell us you want to end the Agreement.** To end your Agreement with us, please let us know by doing one of the following:
 - 15.1.1 **Phone or email.** Call customer services using the contact details contained in clause 3.2.
 - 15.1.2 **Through Your account.** Log into your account and update your account settings.

- 15.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the Fees you paid for your Membership by the method you used for payment.

16. OUR RIGHTS TO END THE AGREEMENT

- 16.1 We may end the Agreement with you if you breach the terms of it. We may end the Agreement at any time by writing to you if:
- 16.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
 - 16.1.2 you breach or do not comply with any term of this Agreement, and if you can rectify such breach or non-compliance, you fail to do so within 10 days of us asking you to do so;
 - 16.1.3 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to make the System available, for example, you do not complete the questionnaire we ask you to fill in.

17. FEES AND PAYMENT

- 17.1 **Where to find the Fees payable for your Membership.** The Fees payable in respect of Membership can be found [here](#). VAT shall be included in the Fees, where applicable. The Fees payable for your Membership during the Initial Membership Period will be as detailed in your Membership Application. All Fees are payable in advance.
- 17.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes, we will adjust the rate of VAT that you pay, unless you have already paid the Fees in full before the change in the rate of VAT takes effect.
- 17.3 **Invoicing the Fees.** You will be required to pay any Membership Fees in advance using the payment methods available on our System. We will issue an invoice to you in respect of the Fees you have paid following receipt of payment. Where your Membership automatically renews, we shall take payment using the same method of payment as you originally gave to us. If you wish to pay using another payment method, you can do so by logging into your Membership account prior to renewal.
- 17.4 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 17.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

- 18.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 18.2 **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; or for fraud or fraudulent misrepresentation; or for breach of your legal rights.

19. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

- 19.1 Nothing in these terms shall limit or exclude our liability for:
- 19.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 19.1.2 fraud or fraudulent misrepresentation;
 - 19.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 19.2 Subject to clause 19.1:
- 19.2.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - 19.2.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Fees paid by you to us during the twelve (12) months preceding the event which gave rise to the claim of £1,000, whichever is higher.

20. OUR LIABILITY IN GENERAL

- 20.1 Where our System contains any hyperlinks to third party websites, we accept no responsibility and have no control over the content of such third party websites.
- 20.2 We do not take steps to verify the accuracy, correctness or legitimacy of the posts and content made available on our System. Accordingly, we accept no liability to any person if a Member places content on our System which has been stolen from another person or entity, for example, if someone asserts that an invention promoted on our System has been created by them, but the invention has been copied or stolen from another person or entity. The exception to this is where we have been negligent in the performance of our obligations to you (for example have made an Enhanced Post publicly available).
- 20.3 We accept no liability for any errors or inaccuracies in any content which is placed on our System by any Member or for any harmful content which is placed on our System by a Member.
- 20.4 Our System has areas which are available to the general public, and areas which are only accessible by certain Members. Accordingly, you are completely responsible for what information is made available on our System. We cannot accept any liability for information which you make public on our System through a Basic Post, which is subsequently stolen or misused by a third party. Information which is contained in Enhanced Posts will only be made available to a Member once both parties have accepted the mutual connection and, in case the NDA option has been activated by the post's owner Member, the Mutual NDA has been signed by both parties. Consequently any information disclosed between two parties following connection and signature of a Mutual NDA will be protected under the terms of the used Mutual NDA.

21. PROPRIETARY RIGHTS

- 21.1 You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in the System. This Agreement does not grant you or your Authorised Users any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the System.
- 21.2 We confirm that we have all the rights in relation to the System that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of this Agreement.
- 21.3 We acknowledge and agree that you retain all Intellectual Property Rights in any content you submit into the System.
- 21.4 Where you use our System to create a dossier about your invention or services, then you will own all Intellectual Property Rights in the content you have uploaded onto our System to populate the dossier. However, we shall retain all Intellectual Property Rights in the format and presentation of the dossier.

22. CONFIDENTIALITY

- 22.1 We do not share your Confidential Information with any of our personnel or professional advisors except where this is necessary for the proper performance of our obligations under this Agreement. We take steps to minimise the disclosure of your Confidential Information to our personnel and/or professional advisors but where this needs to be done, we shall ensure that such personnel are bound by obligations of confidentiality.
- 22.2 We may disclose your Confidential Information if we are required to do so by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent we are legally permitted to do so, we will tell you about disclosure as soon as possible.

23. HOW WE MAY USE YOUR PERSONAL INFORMATION

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

24. OTHER IMPORTANT TERMS

- 24.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 24.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 24.3 **Nobody else has any rights under this Agreement (except someone you pass your guarantee on to).** This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- 24.4 **If a court finds part of this Agreement is illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 24.5 **Even if we delay in enforcing this Agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 24.6 **Changes to this Agreement.** We may make changes to these Conditions from time to time. Such changes will take effect to your Agreement if and when you renew your Membership following the end of your Initial Membership Period.
- 24.7 **Which laws apply to this Agreement.** Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Scion Mutual Non-Disclosure Agreement (February 2020 Edition)

This agreement is dated [Insert date]

SUBJECT

[POST TITLE AND DESCRIPTION WILL BE FILLED BY THE SYSTEM]

SCIONY POST IDENTIFIER [FILLED BY THE SYSTEM]

SCIONY POST URL [FILLED BY THE SYSTEM]

Parties

- (1) [FULL COMPANY NAME] incorporated and registered in [] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [Insert Name] of [Insert address] (**Party 1**)
- (2) [FULL COMPANY NAME] incorporated and registered in [] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [Insert Name] of [Insert address] (**Party 2**)

BACKGROUND

- (A) The parties wish to be connected with each other in order to discuss in more detail a post referenced under SUBJECT which has been placed by one party on the Scion website www.scion.com.
- (B) Accordingly, the parties intend to enter into discussions relating to the Purpose which will involve the exchange of Confidential Information between them.
- (C) The parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information.

Agreed terms

1 INTERPRETATION

1.1 Definitions:

1 **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

2 **Confidential Information:** has the meaning given in clause 2.

3 **Discloser:** a party to this agreement when it discloses its Confidential Information, directly or indirectly, to the other party.

4 **Group:** in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

5 **Group Company:** in relation to a company, any member of its Group.

6 **Holding company:** has the meaning given in clause 1.2.2.

7 **Intellectual Property Rights:** all patents, copyright and related rights, trade marks, business names, rights in get up and goodwill, the right to use for passing off, rights in designs, database rights, rights to use and protect the confidentiality of Confidential Information (including know-how) and all other intellectual property rights, registered or unregistered, which subsist now or in the future in any part of the world

8 **Purpose:** to facilitate detailed commercial discussions in relation to a post placed by one party on the Scion website at www.scion.com, with a view to entering into future business relations together.

9 **Recipient:** a party to this agreement when it receives Confidential Information, directly or indirectly, from the other party.

10 **Representative(s):** in relation to each party and any member of its Group:

10a) its officers and employees that need to know the Confidential Information for the Purpose;

10b) its professional advisers or consultants who are engaged to advise that party and/or any member of its Group in connection with the Purpose;

10c) its contractors and sub-contractors engaged by that party and/or any member of its Group in connection with the Purpose;

and

10d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose.

11 **Subsidiary:** has the meaning given in clause 1.2.2.

1.2 Interpretation

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

2 CONFIDENTIAL INFORMATION

2.1 **Confidential Information** means all confidential information relating to the Purpose which the Discloser or its Representatives (or any of its Group Companies, or their Representatives) directly or indirectly discloses, or makes available, to the Recipient or its Representatives (or any of its Group Companies, or their Representatives), before, on or after the date of this agreement. This includes:

2.1.1 the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;

2.1.2 the terms of this agreement;

2.1.3 all confidential or proprietary information relating to:

(i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Discloser or of any of the Discloser's Group Companies; and

(ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or of any of the Discloser's Group Companies;

2.1.4 any information, findings, data or analysis derived from Confidential Information; and

2.1.5 any other information that is identified as being of a confidential or proprietary nature;

but excludes any information referred to in clause 2.2.

2.2 Information is not Confidential Information if:

2.2.1 it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives (or by any of the Recipient's Group Companies or their Representatives) in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);

2.2.2 it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;

2.2.3 it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;

2.2.4 it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser; or

2.2.5 the parties agree in writing that the information is not confidential.

3 CONFIDENTIALITY OBLIGATIONS

3.1 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

3.1.1 keep the Confidential Information secret and confidential;

3.1.2 not use or exploit the Confidential Information in any way except for the Purpose;

3.1.3 not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement; and

3.1.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser.

3.2 The Recipient shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use.

4 PERMITTED DISCLOSURE

4.1 The Recipient may disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:

4.1.1 informs those Representatives, Group Companies or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and

4.1.2 procures that those Representatives, Group Companies or their Representatives comply with the confidentiality obligations in clause 3.1 as if they were the Recipient.

4.2 The Recipient shall be liable for the actions or omissions of the Representatives, any of its Group Companies or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

5 MANDATORY DISCLOSURE

5.1 Subject to the provisions of this clause 5, a party may disclose Confidential Information to the minimum extent required by:

5.1.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction; or

5.1.2 the laws or regulations of any country to which its affairs are subject.

- 5.2 Before a party discloses any Confidential Information pursuant to clause 5.1 it shall, to the extent permitted by law, use all reasonable endeavours to give the other party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with clause 5.2, that party shall take into account the reasonable requests of the other party in relation to the content of this disclosure.
- 5.3 If a party is unable to inform the other party before Confidential Information is disclosed pursuant to clause 5.1 it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.
- 6 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**
- 6.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:
- 6.1.1 destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;
- 6.1.2 erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and
- 6.1.3 to the extent technically and legally practicable, erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
- 6.1.4 certify in writing to the Discloser that it has complied with the requirements of this clause 6.1.
- 6.2 Nothing in clause 6.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 6.2.
- 7 RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT**
- 7.1 Each party reserves all rights in its Confidential Information. The disclosure of Confidential Information by one party does not give the other party or any other person any licence or other right in respect of any Confidential Information, and in particularly any Intellectual Property Rights contained in the Confidential Information beyond the rights expressly set out in this agreement.
- 7.2 Except as expressly stated in this agreement, neither party makes any express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.
- 7.3 The disclosure of Confidential Information by the parties shall not form any offer by, or representation or warranty on the part of, that party to enter into any further agreement with the other party in relation to the Purpose.
- 8 INADEQUACY OF DAMAGES**
- Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the other party. Accordingly, each party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement.
- 9 NO OBLIGATION TO CONTINUE DISCUSSIONS**
- Nothing in this agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on each party, or any of its Group Companies to disclose any information (whether Confidential Information or otherwise) to the other party.
- 10 ENDING DISCUSSIONS AND DURATION OF CONFIDENTIALITY**
- 10.1 Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 10.1, each party's obligations under this agreement shall continue in full force following the end of this agreement.
- 10.2 The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.
- 11 GENERAL**
- 11.1 **Partnership.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 11.2 **Assignment and other dealings.** Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 11.3 **Entire agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.4 **Variation.** No variation of this agreement shall be permitted.
- 11.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.6 **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 11.7 **Notices.** Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received (1) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address; and (2) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 12.6 **Third party rights** This agreement does not give rise to any rights to enforce any term of this agreement.
- 12.7 **Governing law and jurisdiction.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been signed electronically by the parties on the date stated at the beginning of it.

Signed by an authorised
representative for and on
behalf of [NAME OF PARTY 1]
Signed by an authorised
representative for and on
behalf of [NAME OF PARTY 2]

.....
Member
.....
Member