

## WEBSITE TERMS AND CONDITIONS

### IMPORTANT LEGAL NOTICE

These terms and conditions constitute a legally binding agreement between you and The Centre of Excellence for Life Sciences Limited (trading as Cels) ("**the Company**"). It applies to the entire contents of the website operated by the Company with the domain name <http://www.celsatlife.com> ("**the Website**").

Please read these terms and conditions carefully before using the Website. By accessing any part of the Website, you shall be deemed to have accepted these terms and conditions in full. If you do not accept all or any part of these terms and conditions, you must leave the Website immediately.

#### **1 GENERAL**

- 1.1 You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register. Use of these areas may be subject to additional terms.
- 1.2 The Company may at its sole discretion vary, amend or revise these terms and conditions (or any part thereof) at any time by updating this posting. You should check the Website from time to time to review the then current legal notice. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of the Website.

#### **2 LICENCE**

- 2.1 Unless otherwise stated, you are permitted to print and download extracts from the Website, for your own use, on the following basis:
  - 2.1.1 no documents or related graphics on the Website are modified in any way;
  - 2.1.2 no graphics on the Website are used separately from the corresponding text; and
  - 2.1.3 the Company's copyright and trade mark notices and this permission notice appear in all copies.
- 2.2 For the avoidance of doubt, you are not permitted to print and download extracts from the Website for commercial use.

#### **3 INTELLECTUAL PROPERTY**

- 3.1 Unless otherwise stated, the copyright and all other intellectual property rights in all material on the Website (including, without limitation, text, music, sound, photographs, graphical images, video, page layout and design, names, logos, trade marks and service marks) are owned by the Company or its licensors. You agree that you will not copy, reproduce, re-publish, modify, upload, transmit, sell, lease, loan, licence, sub-licence or distribute any material, by any means or in any manner, on or downloaded from the Website without the Company's prior written consent.
- 3.2 Any rights not expressly granted in these terms are reserved.

## **4 SERVICE**

- 4.1 While the Company endeavours to ensure that the Website is normally available 24 hours a day, the Company shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 4.2 Access to the Website may be suspended temporarily and for any period of time without notice in the case of a system failure or maintenance or repair. The Company reserves the right to vary, suspend or cease to make available any part of the Website for any reason whatsoever.

## **5 VISITOR MATERIAL AND CONDUCT**

- 5.1 Any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. You hereby agree, by submitting any material, to grant the Company a perpetual, royalty-free, non-exclusive licence to use, copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 5.2 You are prohibited from posting or transmitting to or from the Website any material:
  - 5.2.1 that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
  - 5.2.2 for which you have not obtained all necessary licences and/or approvals;
  - 5.2.3 which constitutes or encourages conduct that is considered a criminal offence, gives rise to civil liability, or is otherwise contrary to the law or infringes the rights of any third party, in any country in the world; or
  - 5.2.4 which is technically harmful including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data.
- 5.3 You shall fully indemnify the Company for any loss or damage suffered by the Company as a result of a breach of clause 5.2.
- 5.4 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of clause 5.2.

## **6 LINKS TO AND FROM OTHER WEBSITES**

- 6.1 Links to third party websites on the Website are provided solely for your convenience. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company does not endorse or make any representations about external websites, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

- 6.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:
- 6.2.1 you do not remove, distort or otherwise alter the size or appearance of the Cels logo;
  - 6.2.2 you do not create a frame or any other browser or border environment around the Website;
  - 6.2.3 you do not in any way imply that the Company is endorsing any products or services other than its own;
  - 6.2.4 you do not misrepresent your relationship with the Company and do not present any other false information about the Company;
  - 6.2.5 you do not use any trade marks displayed on the Website without the express written permission of the Company;
  - 6.2.6 you do not link from any website that is not owned by you; and
  - 6.2.7 your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any person or otherwise does not comply with all applicable laws and regulations.
- 6.3 The Company expressly reserves the right to revoke the right to link to the Website granted in clause 6.2 for breach of these terms and to take any action it deems appropriate.
- 6.4 You shall fully indemnify the Company for any loss or damage suffered by the Company for breach of clause 6.2.

## **7 DISCLAIMER**

- 7.1 Whilst the Company endeavours to ensure that the information on the Website is correct, it does not warrant the accuracy and/or completeness of the material on the Website. The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law relating to satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these terms and conditions, might have effect in relation to the Website.
- 7.2 The Company may make changes to the material on the Website at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

## **8 EVENTS**

- 8.1 From time to time the Company may publish information about events that it is hosting.
- 8.2 You may register for these events using the online contact form, e-mail address or telephone number provided (as applicable). Your registration for the relevant event will be confirmed to you by e-mail.
- 8.3 The Company reserves the right to amend or cancel the event, including, without limitation, times, location, speakers and content. In the case of cancellation, the Company shall return any payments you may have made in advance. Any changes/cancellation shall be communicated to you by e-mail as soon as possible. The Company shall not be liable for any costs you incur (including travel costs) as a result of any change to the event or cancellation of an event.
- 8.4 The Company may compile a delegate list of names and organisations registered to attend the event. This may be shared with other attendees at the event. If you do not want your information to be shared with other attendees, please let the Company know when you register.

## **9 PRIVACY POLICY**

- 9.1 This clause 9 sets out the basis on which any personal data collected from you, or that you provide to us, through the Website will be processed by the Company.
- 9.2 The Company may collect and process the following data about you:
  - 9.2.1 information that you provide by filling in any forms on the Website. The Company may also ask you for information if you report a problem with the Website;
  - 9.2.2 if you contact the Company, it may keep a record of your correspondence; and
  - 9.2.3 details of your visits to the Website including but not limited to traffic data, location data, weblogs and other communications data.
- 9.3 The Company will use the information to understand your needs and to provide you with a better service and, in particular, for the following reasons:
  - 9.3.1 to ensure that the content of the Website is presented in the most effective manner for you and your computer;
  - 9.3.2 internal record keeping and administration; and
  - 9.3.3 to provide you with information, products and/or services that you request or which the Company feels may interest you, where you have consented to be contacted for such purposes.
- 9.4 The Company may obtain information about your general internet usage by using a cookie file which is stored on your computer. Cookies contain information that is transferred to your computer's hard drive. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of

cookies. However, if you select this setting you may be unable to access certain parts of the Website.

## **10 LIABILITY**

- 10.1 The Company (and its officers, directors, employees, shareholders or agents) excludes all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect or consequential loss or damage, or any loss of income, profit, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort, contract or otherwise) in connection with the use, inability to use or the results of use of the Website, any material on the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.
- 10.2 Nothing in these terms and conditions shall exclude or limit the Company's liability for death or personal injury caused by its negligence, fraud or any other liability to the extent that it cannot be excluded or limited by law.

## **11 GOVERNING LAW AND JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.