

TERMS OF USE FOR THE CAMBRIDGE SCIENCE PARK COMMUNITY -MOBILE APPLICATION

PLEASE READ THESE TERMS CAREFULLY

BY REGISTERING TO USE THIS APPLICATION AND CREATING YOUR USER ACCOUNT, YOU AGREE TO BE BOUND BY THESE TERMS TOGETHER WITH OUR PRIVACY NOTICE WHICH TOGETHER FORM THE BASIS OF A LEGALLY BINDING CONTRACT BETWEEN US AND YOU.

These Terms of Use ("Terms") constitute a legally binding agreement entered into between you, whether personally or on behalf of an entity (whether company or other organisation) ("you", "your" or "User") and Trinity College ("we", "us", "our" or "Provider"), concerning your access to and use of ("utilization" or "utilize") our digital offering with the name Cambridge Science Park Community App (the "App").

The agreement between you and us comes into force when you utilize the App for the first time. If you do not agree with these Terms, you must stop utilizing the App immediately and uninstall it from any device(s) on to which it has been installed.

OUR INFORMATION

Our identification and contact information are as follows:

Trinity College (CSP) Limited, Cambridge Science Park, The Bradfield Centre, Science Park, Milton Road, Cambridge, CB4 0GA
07540 100512

Contact: Jeanette Walker (Director, Cambridge Science Park) at jeanette.walker@cambridgesciencepark.co.uk

Use this contact information to reach us if you have any questions or requests related to the App or us.

PURPOSE OF THE APP AND YOUR ROLE IN IT

The purpose of the App is to encourage and facilitate interaction of Users within the Cambridge Science Park and to enable Users to enhance their professional and personal networks by establishing 1-1 contacts and joining discussion groups with mutual interests. The App features a membership directory and an User search based on biography texts and topics of interest. The Users can also communicate with each other by exchanging chat messages and using IP-based voice calls.

Depending on your privacy settings, other Users are able to find your profile and interact with you. If you do not wish to be found in the directory and/or search results, you can set your profile as "hidden" using the App settings. You may also choose to view, join and/or create discussion groups within the App. Upon your joining and/or creation of a group, other Users within that group may be able to identify you from the username and photo you choose. You will be fully responsible with respect to such sharing of your Personal Data with other Users.

We may also use the App to provide you with access to exclusive content, facilities, services, rewards, etc associated with your role in the App and with the Cambridge Science Park. You will always be personally identifiable to us (following registration and creation of your account) and as long as you have the App installed you will receive as notifications the official communication from the Cambridge Science Park administrators. To stop receiving the notifications, you must either disable the push notification from your device settings, or remove the App from your device. To find out more about your rights and privacy, please refer to our Privacy Notice at

DOWNLOADING AND INSTALLING THE APP

The App will be available for you to download from the Apple Store and Google Play. As such, the relevant terms and conditions of Apple and Google will apply and you must comply with those terms and conditions at all times during your download, installation and utilisation of the App.

SETTING UP THE APP

To utilize the App, you will need to register and create an account by providing us with certain Personal Data including your name and work email address. Only members, employees, officers, contractors and selected collaboration partners of the Cambridge Science Park will be able to create and use accounts within the App so it will be necessary for you to provide this information in order to be included as a User. You can also optionally provide a short biography, your photo, and your topics of interest to help others to find you from the search directory and learn more about you. You can control the visibility of your profile at all times using the profile settings of the App.

YOUR PRIVACY

As a result of your use of the App, we will collect and hold data about you from which you can be identified ("Personal Data"). This Personal Data will be used by us and our service providers solely to enable you to use the App. The use and management of your Personal Data shall be governed by our Privacy Notice, a copy of which can be found at <https://www.cambridgesciencepark.co.uk/about-park/>. By using the App, you agree that we may use any Personal Data we hold about you to provide the App (for example, as a means of contacting you in respect of your use of the App).

You will be responsible for providing complete, accurate and up-to-date Personal Data to us to create your account and if such data changes at any time you will also be responsible for updating this data for the continued use of the App.

When you create your account, you will be asked to choose an email account, which will be used for authentication. You agree to keep the password for the authentication email account confidential at all times. You are responsible for all use and security of your User credentials associated with the App.

PRICE AND PAYMENTS

The App, and/or any related media component or touch point necessary for its utilization, may be downloaded, installed and/or utilised free of charge. However, we reserve the right at our sole discretion to charge for such downloading, installation and utilization, and/or introduce premium content for an additional charge, at any time. If we decide to change the current Pricing Policy, we will publish a new version of these Terms and notify the Users either via the App or otherwise.

YOUR UTILIZATION OF THE APP

In return for your agreeing to comply with these terms, you can download a copy of the App on to your mobile device(s) and view, use and display the App on such device(s) for your personal use only. You agree to utilize the App solely for the purposes for which we make the App available (as set out above).

You agree to conduct yourself in a professional and respectful manner towards other Users under all circumstances. You shall report to us any abusive behavior you experience or witness without delay, so that our administrators can take corrective actions.

You agree directly with other Users on the nature and the terms of the relationship you want to establish with them and may choose to establish and/or join any group within the App. You, and not us, are solely responsible for all actions (including, without limitation, joining any group within the App and arranging and/or participating in any activity as a result of joining that group) which you undertake with the aid, through the utilization or as a result of the App. The Provider highly recommends you to verify any formal communication with other Users by the use of other appropriate verifiable communication channels where identity can be reliably verified.

You are solely responsible for the accuracy of the information you provide to the App or other Users, the ethics of your professional conduct, and the compliance with any applicable laws.

When utilizing the App, you shall not:

- violate any applicable laws, rules, or regulations;
- systematically collect and/or store data or other content from the App to create or compile a collection, compilation, database, or directory without our prior written consent;
- make any unauthorized use of the App, including collecting usernames and/or email addresses or other credentials of Users by any means for the purpose of sending unsolicited emails, or creating User accounts by automated means or under false pretenses;
- circumvent, bypass, disable, reduce, nullify or otherwise interfere with security-related features of the App, including features that prevent or restrict the use or copying of any content or enforce limitations on the App;
- attempt to circumvent or nullify any features of the App designed to prevent or restrict access to the App, or any portion of the App;
- engage in framing of or linking to the App without our prior written consent;
- mislead us and/or other Users, especially in any attempt to learn sensitive account information such as User credentials;
- commit to or use any automated use of the App or related infrastructure, such as using scripts to submit content or using any data mining, robots, web crawlers or similar data gathering and extraction tools;
- interfere with, disrupt, or create an unjustified burden on the App or the networks or services connected to it;
- attempt to impersonate another User or person or use the username of another User;
- sell or otherwise transfer your User profile;
- use the App as part of any activity to compete with us or to create (directly or indirectly) an application, service, product or software that in any manner competes with or forms a substitute for the App;
- use the App to send automated queries to any website or to send any unsolicited commercial marketing e-mails;
- delete, modify or obscure the copyright or other proprietary rights notice from the App;
- decipher, decompile, disassemble, reverse engineer, or decrypt any of the software comprising or in any way making up a part of the App;
- modify, adapt, improve, enhance, translate, or create derivative work from the App;
- use any proprietary information or any of our interfaces or our other intellectual property in designing, concepting, developing, provisioning, licensing, or distributing any applications (whether mobile or not), accessories, or devices for use with the App or utilizing the App in another manner;
- upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other harmful material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted utilization of the

App or modifies, impairs, disrupts, alters, or interferes with the utilization, features, functions, operation, or maintenance of the App;

- upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including (without limitation) clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms”);
- copy any design patterns protected under any protection scheme, including, without limitation, EU Model protection vehicles belonging to us or to any third party;
- use the App for any revenue generating initiative, commercial activity or for other purpose which (in our opinion) exceeds the scope of the App provided to you free of charge; or
- make the App available over a network or other digital environment permitting utilization by multiple devices or Users at the same time.

With respect to your use of the App, you must:

- use the App in accordance with these Terms and our instructions;
- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, including but not limited to hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Users;
- not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers;
- not use any information obtained from the App to harass, abuse, or harm another User or individual;
- not harass, intimidate, or threaten any of our employees or agents engaged in providing any portion of the App to you; and
- not disparage, tarnish, or otherwise harm, in our opinion, us and/or the App.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

The right to use the App is personal to you. You may not transfer the App to someone else, whether for money, for anything else or for free. You must remove the App from any device on which it is installed before selling that device.

NO WARRANTY FOR THE APP

The App is provided on an “as-is” and “as-available” basis, without any warranty of any kind. Your use of the App and any related consequences of such use are at your sole risk. Any and all terms, conditions and warranties implied by law or custom (including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, non-infringement and accuracy or quality of any of the App contents) are excluded to the fullest extent permitted by law. We do not guarantee that your use of the App and the Services will be uninterrupted or error free.

You are solely responsible for your use of the App and the content you send, receive and/or utilize in connection with the App.

BACK-UPS

Back-up copying of any content and contact details stored in the App is solely in your responsibility. The Provider is not obliged to compensate you or anyone else for any lost information, loss of contacts or any other inconvenience or damage caused by the loss of App content (for whatever reason) or the unavailability of the App for utilization.

APP MANAGEMENT

The Provider reserves the right, but has no obligation, to:

1. monitor the App for any violations of these Terms;
2. protect its brand image against damaging misconduct. Any reports of abuse and complaints of unethical or unlawful conduct may be investigated by the Provider to facilitate conflict resolution. If necessary, the Provider may provide your Personal Data to the authorities in connection with conflict resolution;
3. refuse, restrict access to, limit the availability of, or disable any of your contributions to the App;
4. remove from the App or otherwise disable all content that are excessive in size or are in any way burdensome to the App systems; and

5. otherwise manage the App in a manner designed to protect our rights and property and to facilitate the proper functioning of the App.

INTELLECTUAL PROPERTY RIGHTS

All rights for the App and any of its contents (including that provided by you) belong to us or third parties involved in the provision of the App. Therefore, unless otherwise indicated, the App is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the App and the trade marks, service marks, and logos contained therein are owned or controlled by us or licensed to us.

In case the applicable law does not permit our ownership to any content provided by you as described above, you grant to us and all other Users an unrestricted, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute any of the content you make available to or in connection with the App.

You have the right to use the App and its content (whether provided by you or other Users) for and only for the purpose of the App during the term of these Terms.

CHANGES, MODIFICATIONS AND INTERRUPTIONS TO THE APP

We reserve at our sole discretion all rights to add, change, and remove parts or components of the App for any reason or for convenience, convert the utilization of the App from free to paid or discontinue the provision of the App partly or completely. We may commit to described changes without a period of notice. We will not be liable to you or any third party for any change, change from free to paid, suspension, or discontinuance of the App.

We cannot guarantee that the App will be available at all times as we may experience hardware, software, subcontractor related or other challenges (whether technical or otherwise) or need to perform maintenance related to the App, resulting in interruptions, delays, non-availability or errors.

Nothing in these Terms will oblige us to maintain, support or update the App or to supply any corrections, updates, or releases related to it.

CHANGES TO THESE TERMS

We reserve the right to make changes to these Terms at our sole discretion without limiting time or reason for the changes. We will inform you about any changes by updating the "Effective Date" of the Terms and by letting you know via the App when such an update has taken place. You should periodically review the Terms to stay informed of updates.

You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes to these Terms by your continued use of the App after the then current Effective Date.

OUR RESPONSIBILITY FOR LOSS AND DAMAGE

Any and all liability arising in respect of your use of the App in accordance with these Terms shall be a matter between us and you.

We will be responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill up to a maximum limit of £1,000. We will not be 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 you accepted these Terms, both we and you knew it might happen.

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.

If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. We will not be liable for damage that you could have avoided by following our advice to apply a free update or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

As content on the App will be submitted by our Users, we accept no liability for the accuracy and/or completeness of such content.

We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App may contain links to other independent websites which are not provided, controlled or operated by us. We accept no responsibility or liability in respect of (and have not checked and approved the content of) the Privacy Notices (if any) of any such websites.

INDEMNIFICATION

You agree to defend, indemnify and hold us harmless, including any of our subsidiaries, affiliates, and all of our respective officers, employees, agents, partners and external advisors from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

1. your utilization of the App;
2. your breach of these Terms;
3. your violation of the rights of a third party, including but not limited to any intellectual property rights; or
4. any harmful act toward any other User with whom you connected via the App.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter you are required to indemnify us; you agree to co-operate, at your expense, with our defense of such claims; we will use reasonable efforts to notify you without unnecessary delay of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

TERM AND TERMINATION

These Terms and consequently the agreement between you and us are valid while you utilize the App.

Notwithstanding anything else in these Terms, we have the right at any time to, in our sole discretion and without notice or liability, stop your utilization of the App and terminate this agreement for any reason or for convenience.

If we terminate the agreement between you and us as outlined above or if you no longer wish to be bound by these Terms, you must:

- stop all activities authorised by these Terms, including your use of the App; and
- delete or remove the App from all devices in your possession, immediately delete all copies of the App which you have and confirm to us that you have done this.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these Terms to a third party. We will notify you via the App or otherwise if this happens and we will ensure that the transfer does not affect your rights under these Terms.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for a third party to enforce any of these Terms.

IF A COURT FINDS PART OF THIS CONTRACT 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.

IF WE DELAY IN ENFORCING THIS CONTRACT, 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 contract, it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU CAN BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the App and/or your use of the App in the English courts. If you live in Scotland you can bring legal proceedings in respect of the App and/or your use of the App in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the App and/or your use of the App in either the Northern Irish or the English courts.

DISPUTE RESOLUTION

If you are not happy with how we have handled any complaint, disputes must be submitted for online resolution to the European Commission Online Dispute Resolution platform.

Version: 1

Effective Date: 29 November 2019