

## Cyprotex e-Store Website Terms and Conditions of Use

### 1 About our Terms

- 1.1 These terms and conditions of use (**Terms**) explain how you may use this website and any of its content (**Site**). These Terms apply between Cyprotex Discovery Limited (**we, us or our**) and you, the person accessing or using the Site (**you or your**).
- 1.2 You should read these Terms carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately.
- 1.3 The Site is provided by us to you free of charge for information purposes only.
- 1.4 If you order any services using the Site, separate terms and conditions will apply. A copy of such terms and conditions can be provided on request.

### 2 About Us

- 2.1 We are Cyprotex Discovery Limited, a company registered in England and Wales under company registration number 04184635. Our registered office is at 114 Innovation Drive, Milton Park, Abingdon, OX14 4RZ, United Kingdom. Our VAT registration number is GB 787 4162 91.
- 2.2 If you have any questions about the Site, please contact us by:
  - 2.2.1 sending an email to [store@cyprotex.com](mailto:store@cyprotex.com), or
  - 2.2.2 filling out and submitting the online support form (this is only available to logged in users and can be found by clicking on the user icon in the top right corner of the e-Store)

### 3 Using the Site

- 3.1 The Site is for your use only.
- 3.2 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 3.3 We make no promise that the Site is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 3.4 We try to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us using the contact details at the top of this page.
- 3.5 As a condition of your use of the Site, you agree not to:
  - 3.5.1 misuse or attack our Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack),
  - 3.5.2 attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site, or
  - 3.5.3 use the Site:
    - (a) for any purpose that is unlawful under any applicable law or prohibited by these Terms;
    - (b) to commit any act of fraud;
    - (c) to distribute viruses or malware or other similar harmful software code;
    - (d) for purposes of promoting unsolicited advertising or sending spam;
    - (e) to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
    - (f) in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
    - (g) in any manner that harms minors;
    - (h) to promote any unlawful activity;
    - (i) to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
    - (j) to gain unauthorised access to or use of computers, data, systems, accounts or networks; or
    - (k) to attempt to circumvent password or user authentication methods.
- 3.6 We may prevent or suspend your access to the Site if you do not comply with these Terms or any applicable law.

### 4 Registration and Password Security

- 4.1 Use of the Site may require registration, particularly in order to access restricted areas of the Site.
- 4.2 We are not obliged to permit anyone to register with the Site and we may refuse, terminate or suspend registration to anyone at any time.
- 4.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 4.4 If we have reason to believe there is likely to be a breach of security or misuse of the Site through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 4.5 Any personal information you provide to us as part of the registration process will be processed in accordance with our **Privacy Policy** available at [Privacy Policy - Evotec](#).

### 5 Your Privacy and Personal Information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at [Privacy Policy - Evotec](#), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

### 6 Ownership, Use and Intellectual Property Rights

- 6.1 The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site (**Content**) are owned by us and our licensors.
- 6.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

- 6.3 Nothing in these Terms grants you any legal rights in the Site or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Site or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.
- 6.4 Use by you of any trade marks on the Site or in the Content is strictly prohibited unless you have our prior written permission.

## **7 Software**

- 7.1 Software may be made available for you to download in order for the Site to work better. You will be granted a limited, non-exclusive licence to use any such software, subject to you agreeing to the terms and conditions that apply to such software (sometimes known as an 'end user licence agreement' or 'EULA').
- 7.2 You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be able to download the software.
- 7.3 You should read any terms and conditions carefully. They may contain provisions that set out your legal rights (for example, under the Consumer Rights Act 2015), your legal responsibilities when using the software, the software provider's legal responsibilities and any limitations on the software provider's legal responsibilities to you.
- 7.4 Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any other terms and conditions that apply to it) is expressly prohibited and may result in civil and criminal penalties.

## **8 Accuracy of Information and Availability of the Site**

- 8.1 We try to make sure that the Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 8.2 We may suspend or terminate access or operation of the Site at any time as we see fit.
- 8.3 Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and its Content.
- 8.4 While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

## **9 Hyperlinks and Third Party Sites**

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third-party site and is at your own risk.

## **10 Confidential Information**

- 10.1 **Confidential Information** means all information, including details of products, services, pricing, protocols, know-how and the subject matter of any unpublished invention, or any material in tangible form that is disclosed or made available through the Site or otherwise by us and/or our affiliates to you or by you to us and that is marked as "Confidential" at the time it is disclosed or delivered to you (or, if disclosed orally, is identified as confidential when disclosed) or would be readily recognized by a reasonable person to be confidential or proprietary to us whether or not it was marked or identified as confidential or proprietary.
- 10.2 You or we (as appropriate) shall (i) protect Confidential Information from unauthorized use or disclosure and (ii) use it solely for the purposes of you determining whether to purchase products or services from us and us supplying such products or services to you (the **Purpose**).
- 10.3 You shall not, without our prior written consent, use the Confidential Information or disclose such information except (i) to provide to your employees who require such information for the Purpose, or (ii) as required to be disclosed by law, or court or administrative order; provided that you give prompt written notice thereof to us.
- 10.4 The above confidentiality obligations shall not apply to information which, as you can establish, (a) was communicated to you from a third party entitled to make such a disclosure; or (b) was already in the public domain or subsequently entered the public domain through no fault of you; or (c) was already known by you or developed independently by you without reference to or reliance upon information provided by us; or (d) is to be disclosed pursuant to any legal, regulatory or stock exchange requirement (but only to the extent such information needs to be disclosed).
- 10.5 In the event you wish to publish a press release relating to the products or services described in the Site or otherwise or you wish to cite us as a services provider to potential collaborators or investors, you will contact us to discuss the possibility of a release or citing, and we will give reasonable consideration to the request. In any event, you agree not to issue any press releases without prior written approval from us.
- 10.6 If you and we are already subject to confidentiality or non-disclosure obligations (for example, without limitation, in a confidentiality agreement or master services agreement), those obligations shall apply in place of the obligations in this section.

## **11 No Liability**

- 11.1 We are not liable to you for any loss or damage whether foreseeable or not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 11.2 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **12 Events Beyond our Control**

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

**13 No Third Party Rights**

No one other than us or you have any right to enforce any of these Terms.

**14 Variation**

14.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 14.

14.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

**15 Complaints**

15.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

15.2 The laws of England and Wales apply to these Terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

15.3 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.