
WEB-BASED SOFTWARE TERMS & CONDITIONS

BACKGROUND:

These terms and conditions apply as between you, the User of Services provided therein and Scitegrity Limited, the owner of the Services and this Website. Your agreement to comply with and be bound by these terms and conditions and to grant any and all licences required is deemed to occur upon your acceptance of these terms and conditions prior to your first use of the Services.

1. Definitions and Interpretation

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means collectively the personal information, payment information and credentials used by Users to access the Services through the Web Site;
“Agreement”	means the binding contract that shall come into effect between the User and Scitegrity Limited following the User’s acceptance of these terms and conditions, their order for a subscription and Scitegrity’s acceptance of that order, which shall incorporate these terms and conditions;
“Chemical structures”	The computational or textual representation of a chemicals atomic structure. This is typically, but not limited to SMILES string, INCHI String or CTAB formats.
“Confidential Information”	Information uploaded to the service by the user to the services or website. This is typically, but not limited to compound structures.
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Website;
“Services”	means collectively the online facilities, tools, services or information that Scitegrity makes available through the Controlled Substances Squared Website either now or in the future;
“Subscription Fee”	means the sum of money paid by Users at yearly intervals to keep their Account active and to enable them to access the Services;
“Subscription Period”	means the period for which a subscription has been purchased and may refer to differing jurisdiction options accordingly;
“User / Users”	means any third party that accesses the Website and the Services that is not employed by Scitegrity Limited and acting in the course of their employment; and

“Website” means the website on which these terms and conditions appear (scitegrity.com) and any sub-domains of that website unless expressly excluded by their own terms and conditions.

- 1.2 Unless the context otherwise requires, each reference in these terms and conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provisions of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 a Clause or paragraph is a reference to a Clause of these terms and conditions.
- 1.3 The headings used in these terms and conditions are for convenience only and shall have no effect upon the interpretation of these terms and conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. **Provision of Services**

- 2.1 Scitegrity Limited shall use all reasonable endeavours to provide the Services on an error-free basis and without interruption.
- 2.2 Notwithstanding sub-Clause 2.1, Scitegrity Limited does not provide any guarantee that provision of the Services shall be error-free or without interruption and reserves the right to alter or suspend provision of the Services without prior notice to Users. By accepting these terms and conditions the User acknowledges that the Services may change in form or nature at any time.
- 2.3 Scitegrity Limited shall have the right, exercisable at its sole discretion, to terminate provision of the Services without prior notice to Users.
- 2.4 Notwithstanding Scitegrity Limited’s right to perform any of the actions detailed in this Clause without prior notice, Scitegrity Limited shall use all reasonable endeavours to provide such notice whenever possible.

3. **Access to Services**

- 3.1 The User represents and warrants that they have the authority to enter into the Agreement, to use the Services, and to perform any and all acts as may be necessary under these terms and conditions.
- 3.2 If the User is unable to comply with the requirements of sub-Clause 3.1 they shall be prohibited from using the Services and must not accept these terms and conditions.
- 3.3 In order to use the Services and to submit or create Content, Users are required to create an Account and to submit certain personal details. By accepting these terms and conditions the User represents and warrants that:
 - 3.3.1 any information that is submitted is accurate and truthful;

- 3.3.2 all such information will be kept accurate and up-to-date; and
- 3.3.3 the means by which they identify themselves does not violate any part of these terms and conditions or any applicable laws.
- 3.4 If the User has reason to believe that their Account details have been obtained by another without consent, the User should contact Scitegrity Limited immediately to suspend their Account and cancel any unauthorised orders or payments that may be pending. Users should be aware that orders or payments can only be cancelled up until the point at which the Services are used for the first time through that particular Account. Please refer to Clause 4 for further details. In the event that unauthorised use is made prior to the User notifying Scitegrity Limited of the unauthorised nature of the order or payment, Scitegrity Limited will suspend access to the Services and the withdrawal of any scheduled payments pending investigation. Following investigation, it shall be determined whether or not to cancel access to the Services and make a full or partial refund of the payment to the User.

4. Subscriptions and Cancellation

- 4.1 Unless part of an evaluation period, Users are required to pay a Subscription Fee on the date that they activate their subscription. The User will be billed on activation and yearly thereafter until the User opts to cancel their subscription.
- 4.2 The first payment will be at the price advertised on the Website or formal quote to the User. Scitegrity reserves the right to change Subscription Fees from time to time and any such changes may affect the price of subsequent renewals. Scitegrity Limited reserves the right to make any special offers to any users we alone deem appropriate. Further information on subscriptions and pricing can be accessed at www.scitegrity.com.
- 4.3 No part of the Website constitutes a contractual offer capable of acceptance. A User's order for a subscription constitutes a contractual offer that Scitegrity Limited may, at our sole discretion, accept. Scitegrity's acceptance is indicated by us sending the User a subscription confirmation email and invoice. Only once Scitegrity Limited has done so will there be a binding contract between Scitegrity Limited and the User.
- 4.4 Subscription confirmations under sub-Clause 4.3 will be sent to the User immediately upon the activation of the User's subscription and shall contain the following information:
 - 4.4.1 Confirmation of the subscription including full details of the main characteristics of the Services available through the subscription;
 - 4.4.2 Fully itemised pricing for the subscription including, where appropriate, taxes and any other additional charges;
 - 4.4.3 The applicable times and dates for the subscription (including the commencement date, renewal date(s) and/or expiry date);
 - 4.4.4 A confirmation of the User's express request that the Services are made available immediately and that this will constitute a waiver of the User's statutory right (where the User is a consumer based in the European Union) to cancel as set out below in sub-Clause 4.5; and
- 4.5 Provision of the Services shall commence immediately upon the confirmation of the User's subscription. When completing the subscription process, the User shall be required to expressly acknowledge that they wish the Services

to be made available immediately. The User shall also be required to acknowledge that by doing so, they will lose their statutory right (where the User is a consumer based in the European Union) to cancel their contract with Scitegrity Limited as detailed in sub-Clause 4.6.

- 4.6 If the User is a consumer based in the United Kingdom or European Union, they have a statutory right to a cancellation or “cooling-off” period with respect to the purchase of certain goods and services in distance selling transactions. This period, if applicable, begins once the contract between Scitegrity Limited and the User is formed (as set out in sub-Clause 4.3) and ends at the end of 14 calendar days after that date. Under normal circumstances, Scitegrity Limited’s Services begin immediately upon confirmation of a User’s subscription. As set out in sub-Clause 4.5, by expressly requesting this, the User waives their right to the cancellation period and may not cancel merely because they have changed their mind.
- 4.7 The User may cancel at any time after subscribing, however subject to sub-Clause 4.8, no refunds can be provided and the User shall continue to have access to the Services for the remainder of the then-current Subscription Period up until the expiry date of that Subscription Period whereupon access will cease unless the User chooses to pay the Subscription Fee and reactivate their subscription.
- 4.8 If a User subscribes in error, Scitegrity Limited must be informed within 24 hours and must not attempt to access the Services during that time. If any use of the Services during this time period can be traced to the User’s Account, no refund will be provided and the User shall continue to have access to the Services for the duration of the relevant Subscription Period.

5. Use of Services

- 5.1 Depending on your subscription the Use of the services is for the determination of the controlled / regulated status of chemicals and the alerting of new legislation or the determination of Harmonized Tariff Codes (HS Codes)
- 5.2 Users are permitted to use the Services only in accordance with:
 - 5.2.1 these terms and conditions; and
 - 5.2.2 any relevant law, regulation or other applicable instrument in their particular jurisdiction.
- 5.3 Subject to any express agreement to the contrary, Users may only access the Services through the normal means provided by Scitegrity Limited. Users shall not attempt to download, convert or otherwise reverse-engineer any part of the Services.
- 5.4 The restrictions set out in sub-Clause 5.3 shall not apply to Content submitted or created by a particular User where that User is downloading their Content, nor to any other Content that a User may have permission to access.
- 5.5 Users may not engage in any conduct that may disrupt provision of the Services by Scitegrity Limited.
- 5.6 Subject to any express agreement to the contrary, Users may not reproduce, copy, duplicate, trade or resell the Services, or information obtained from the Services, outside of their company. This includes but is not limited to Controlled Substance Determinations and HS codes.

Brokers, agents and resellers

Where the User is a broker or agent selling chemicals made by a third party manufacturer/supplier, it may use the services and information for its own internal use to ensure compliance, but must not share the information on bulk with the third party supplier. Examples of bulk sharing could include (but are not limited to) providing a list of all the chemicals that are controlled (or not controlled), or providing the details of how a subset of chemicals are controlled. Where a supplier requires further details the User should direct the third-party manufacturer/supplier to Controlled Substances Squared and also enquire about our partner program.

Where the User is supplying a controlled substance to its end customer it may freely disclose information about the controlled substances / HS code as needed to obtain and verify permits / licences, as long as the source of the determination is given as Controlled Substances Squared by Scitegrity

Furthermore the user may not publicly display the information on its website or catalogues, however it may state that compounds are “checked and verified” by Controlled Substances Squared before shipping and include a link and reference to www.scitegrity.com on its website.

The Broker, Agent or Reseller may also at Scitegrity’s discretion participate in our Partner program which provides additional benefits.

Compound Manufacturers

Where the User is selling chemicals that it has directly manufactured and supplies to end customers, it may display the controlled status directly on its website and may also pass this onto third party brokers, agents and resellers.

Contract Research Organisations (CRO)

Where the User is working under contract to produce or test chemicals for the User’s client(s), the User may check the compounds it has been specifically asked by the client to handle, so long as the intention of the contract did not include determining controlled statuses. If compounds are found to be controlled, the User may inform the client of the controlled status, as long as the source of the determination is given as Controlled Substances Squared by Scitegrity. In addition, the CRO may at Scitegrity’s discretion participate in our Partner program which provides additional benefits

- 5.7 Users’ rights to use the Services are non-exclusive, non-transferrable and, subject to the statutory rights of consumers, fully revocable at Scitegrity Limited’s discretion.
- 5.8 Subject to any express agreement to the contrary Users may not share logon IDs with other people within their company or organisation. Logon IDs for the use of the services are for named users only and not general usage of all employees.
- 5.9 The use of the services for the development or sale (or suspected development or sale) to the general public of legal highs with the aim of avoiding existing controlled substance laws is expressly forbidden and will result in the immediate withdrawal of services. Legal highs are broadly defined as “substances which produce the same, or similar effects, to known drugs or narcotics, but are not controlled under controlled drugs laws of a country.”
- 5.10 Customer acknowledges that the services may be subject to UK and U.S. Export controls, and agrees not to export or use the service or any product of the service supplied by Scitegrity or any part or direct product thereof in

violation of U.S. Export Administration Regulations or UK Export Control Organisation. In furtherance of these obligations, Customer hereby represents warrants and covenants that it will not use, or authorize or permit any other person, firm, corporation or other entity to use, the service or software for use in connection with the design, development, production, stockpiling or use of any chemical or biological weapons. Customer agrees to defend, indemnify, and hold harmless Scitegrity and its licensors from and against any violation of such laws or regulations by Customer or any of its respective agents, officers, directors, or employees. This indemnity provision shall survive any termination of this Agreement.

- 5.11 If use is part of an evaluation period, User also agrees to not using or storing any determinations, information or documents obtained from the services beyond the evaluation period. All information must be destroyed and any information gained is not to be used general internal use or daily work. Its use is solely for the evaluation of the services

6. Intellectual Property

- 6.1 Subject to the exceptions in Clause 7 of these terms and conditions, all Content included on the Website, unless submitted or created by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Scitegrity Limited, our affiliates or other relevant third parties. By accepting these terms and conditions the User acknowledges that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 6.2 Subject to Clause 9 Users may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Scitegrity Limited.
- 6.3 At the end of the licence period the Users agree to destroy all copies of documents and content downloaded or obtained from the Service other than Users content.
- 6.4 Benchmarking. Users may not use the results, material, knowledge or information obtain from using the services in the design, validation, build, testing or benchmarking of other regulatory systems or services, whether developed internally or commercially available without the express written permission of Scitegrity Limited.

7. Third Party Intellectual Property

Where expressly indicated, certain Content, such as advertising material, and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 6 of these Terms and Conditions to use Content from the Web Site. The exceptions in Clause 9 continue to apply. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

8. User Content and Intellectual Property

- 8.1 When using the Services to create Content, Users should do so in accordance with the following rules:
 - 8.1.1 Users must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory or fraudulent;
 - 8.1.2 Users must not submit Content that is intended to promote or incite violence;
 - 8.1.3 Users must not submit Content that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks;
 - 8.1.4 Users must not post links to other websites containing any of the above types of Content;
 - 8.1.5 Users must not impersonate other people, particularly employees and representatives of Scitegrity Limited or our affiliates;
 - 8.1.6 Users must not use the Services for unauthorised mass-communication such as “spam” or “junk mail”.
- 8.2 Scitegrity Limited has the right, but not the obligation to pre or post-screen Content submitted or created by Users and may flag or filter any Content that it deems inappropriate.
- 8.3 If any Content is found to be in breach of these terms and conditions, Scitegrity Limited reserves the right to remove it without notice and may, at its sole discretion, suspend or terminate the responsible User’s access to the Services.
- 8.4 Users acknowledge that they may be exposed to Content that they may find offensive. If a User believes that such Content is in violation of these terms and conditions, it should be reported to Scitegrity Limited using the e-mail contact@scitegrity.com.
- 8.5 Users are solely responsible for any and all Content that they submit or create. Scitegrity Limited does not endorse, support, represent or otherwise guarantee the accuracy or reliability of such Content.
- 8.6 Subject to sub-Clause 8.4, Users use the Services at their own risk.
- 8.7 By submitting or creating Content Users warrant and represent that they are the author of such Content and / or that they have acquired all of the appropriate rights and / or permissions to use the Content in this fashion. Scitegrity Limited accepts no responsibility or liability for any infringement of third party rights by such Content.
- 8.8 By accepting these terms and conditions, the User grants a non-exclusive, worldwide, perpetual licence to Scitegrity Limited to copy, distribute, transmit, display, perform and reformat all User Content for the sole purpose of providing the Services. All User Content and specifically any chemical structures will be treated as strictly confidential, held securely and can only be accessed by that user, or by Scitegrity in order to carry out the services. Unless otherwise instructed by the User via e-mail or in writing, Scitegrity will not disclose any User Content and Confidential Information to any other party. Unless already publicly available through no fault of Scitegrity, Scitegrity will not use this information for any other purpose than performing the services. Chemical structures submitted by webservice calls are deleted as soon as the

checks have been made. Chemical structures submitted via the web front end will be deleted after 24 hours unless otherwise requested by the User - for example automated monthly checks. Nothing in clause 8.8 shall prevent Scitegrity from disclosing User Content to any governmental or other authority or regulatory body as required by law.

- 8.9 The User represents and warrants that they have all necessary rights, power and authority to grant the licence described in sub-Clause 8.8.

9. **Fair Use of Intellectual Property**

Content may be copied, transmitted, performed, adapted or otherwise re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 or other relevant legislation apply.

10. **Links to Other Websites**

This Website may provide links to other websites as part of the Services. Unless expressly stated, such websites are not under the control of Scitegrity Limited or that of our affiliates. Scitegrity Limited assumes no responsibility for the content of the websites and disclaims liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another website on this Website does not imply any endorsement of that website or of those in control of it.

11. **Links to this Website**

Users wishing to place a link to this Website on another website may do so only to our home page (www.scitegrity.com) in the absence of any prior permission. Deep linking (i.e. links to specific pages within the Website) requires the express permission of Scitegrity Limited. To find out more Users should contact Joe Bradley at Joe.Bradley@scitegrity.com.

12. **Privacy and Data Protection**

12.1 Use of the Website and the Services is also governed by Scitegrity Limited's Privacy Policy which is incorporated into these terms and conditions by this reference and available on request from Scitegrity Limited.

12.2 All personal information that Scitegrity Limited may collect (including, but not limited to, Users' names and addresses) will be collected, used and held in accordance with the provisions of the General Data Protection Regulation (GDPR) 2018 (or successor laws in the United Kingdom) and Users' rights under that Act.

12.3 Scitegrity Limited may use personal information to:

12.3.1 Provide the Services to Users;

12.3.2 Process Users' payments for the Services; and

12.3.3 Inform Users of new products and services. Users may request that Scitegrity Limited stops sending such information at any time.

12.3.4 Inform Scitegrity sub licensors of service usage

12.3.5 Unless requested otherwise, list the Users' company as a subscriber to the service on Scitegrity Limited websites, promotional and communications material

12.4 Scitegrity Limited will not pass on any User's personal information to any third parties (with the exception of clause 12.3.4 and 12.3.5) without the express consent of that User.

13. Disclaimer of Warranties

13.1 Although Scitegrity Limited strives and makes best efforts to ensure data and result accuracy, Scitegrity Limited makes no warranty or representation that the Website or the Services will meet Users' requirements, that they will be of satisfactory quality, that they will be fit for a particular purpose, that they will not infringe the rights of third parties, that they will be compatible with all systems, or that they will be secure.

13.2 Scitegrity Limited shall use all reasonable endeavours to ensure that all information provided on the Website and the Services is accurate and up to date, however Scitegrity Limited makes no warranty or representation that this will always be the case. Scitegrity Limited makes no guarantee of any specific results from the use of the Website or the Services.

13.3 Whilst every effort has been made to ensure that all descriptions of Services available from Scitegrity Limited correspond to the actual services available, Scitegrity Limited is not responsible for any variations from these descriptions.

14. Availability of the Website and the Services

14.1 The Website and the Services are provided "as is" and on an "as available" basis. Scitegrity Limited gives no warranty that the Website or the Services will be free of defects and / or faults. To the maximum extent permitted by law Scitegrity Limited provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

14.2 Scitegrity Limited accepts no liability for any disruption or non-availability of the Website or the Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

15. Limitation of Liability

15.1 Scitegrity Limited's liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising out of our breach of these terms and conditions shall be limited to the value of the User's subscription prevailing at the relevant time. For all other direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website, the Services or any information contained therein, to the maximum extent permitted by law, Scitegrity Limited accepts no liability. Users should be aware that they use the Website, the Services and all relevant Content at their own risk.

- 15.2 Nothing in these terms and conditions excludes or restricts Scitegrity Limited's liability for death or personal injury resulting from any negligence or fraud on the part of Scitegrity Limited.
- 15.3 In the event that any of these terms and conditions are found to be unlawful, invalid or otherwise unenforceable, the term in question shall be deemed severed from these terms and conditions and shall not affect the validity or enforceability of the remaining terms and conditions. This term shall only apply within jurisdictions where a particular term is illegal.

16. Termination

- 16.1 Either Scitegrity Limited or a User may terminate a User's Account and (where relevant) the User's subscription. If Scitegrity Limited terminates a User's Account or subscription, the User shall be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, Scitegrity Limited reserves the right to terminate without giving reasons.
- 16.2 If Scitegrity Limited terminates a User's Account as a result of that User's breach of these terms and conditions, the User shall not be entitled to any refund. Such terminations can be appealed by providing written details disputing the termination to Scitegrity Limited for further consideration.
- 16.3 If Scitegrity Limited terminates a User's Account for any other reason, the User will be refunded any remaining balance of the Subscription Fee. Such refunds shall be calculated based upon the Subscription Fee being divided by the number of days in the applicable Subscription Period and multiplied by the number of days remaining until the end of that Subscription Period.
- 16.4 If Scitegrity Limited terminates a User's Account or subscription, the User shall cease to have access to the Services from the time of termination.
- 16.5 If a User terminates their Account or subscription, the User will continue to have access to the Services for the remainder of the relevant Subscription Period as per sub-Clause 4.7.
- 16.6 For the duration of the Subscription Period, all User Content will be treated as strictly confidential and held securely. Upon cancellation or termination and the ending of the User's access to the Services, the Agreement shall also terminate. However, any content and copyrighted material obtained from the service remain confidential and bound by the condition of this agreement.

17. No Waiver

In the event that either the User or Scitegrity Limited fails to exercise any right or remedy contained in these terms and conditions, this shall not be construed as a waiver of that right or remedy.

18. Assignment

Users may not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of these terms and conditions or the Agreement without the prior written consent of Scitegrity Limited, such consent not to be unreasonably withheld.

19. **Entire Agreement**

These terms and conditions embody and set forth the entire agreement and understanding between the Parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither the User nor Scitegrity Limited shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these terms and conditions, save for any representation made fraudulently.

20. **Communication**

20.1 All notices / communications shall be sent to and by Scitegrity Limited either by post to our premises (Scitegrity Limited, Discovery Park, Ramsgate Road, Sandwich, Kent, CT13 9NJ) or by email to contact@scitegrity.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

20.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please let us know at contact@scitegrity.com.

21. **Law and Jurisdiction**

21.1 These terms and conditions, the Agreement and all other aspects of the relationship between the User and Scitegrity Limited shall be governed by and construed in accordance with the Laws of England and Wales.

21.2 Any dispute between the User and Scitegrity Limited relating to these terms and conditions, the Agreement and all other aspects of the relationship shall fall within the exclusive jurisdiction of the courts of England and Wales.

Version 1.6

2nd March 2021