

TERMS AND CONDITIONS

FOR OUR MENTORING PROGRAM

Welcome to our mentoring program.

In these terms, we also refer to neurobox Limited, a company registered in England and Wales under company number: 10744571 with registered office Future Business Centre, Kings Hedges Road, Cambridge, CB4 2HY as “neurobox” “our”, “we”, or “us”.

And you are you!

What are these terms about?

These terms apply when you sign up for our Mentoring Program through our website, being www.neurobox.co.uk and any other websites we operate with the same domain name and a different extension. In this case the website for the Mentor Program is hub.neurobox.co.uk/mentor_scheme (**Website**).

Key Words used in these terms

To make it easier for you to understand the terms on which we provide, and you use, the Mentoring Program, we’ve tried to keep these terms of use (**terms**) as simple as possible by using plain English.

When we say “**Mentoring Program**” in these terms, we refer to our mentoring program. This program is comprised of the sessions and services as specified on our Website (**Services**). For the avoidance of doubt, a reference to the Services also includes access to any online content or materials provided as part of the Services.

Acceptance of these terms

Before you enrol in our Mentoring Program, or otherwise engage with the Mentoring Program, please carefully read these terms. If you don’t agree to these terms, please don’t enrol in the Mentoring Program. By signing these terms, clicking “accept” when you apply for our Mentoring Program, or otherwise proceed to engage with the Mentoring Program, you agree to be bound by these terms.

1 ELIGIBILITY & ENROLMENT

- (a) The Mentoring Program is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using our Website or services including the Mentoring Program.
- (b) By enrolling in the Mentoring Program you represent and warrant that you are over the age of 18 years and enrolling in the Mentoring Program for personal use.
- (c) By enrolling in the Mentoring Program via our Website, you are entering into a contract with us, the terms of which are set out in these terms (**Program Enrolment**).

2 OUR MENTORING PROGRAM

2.1 INCLUSIONS

- (a) The inclusions offered by neurobox as part of the Mentoring Program are as set out on the Website from time to time or as otherwise agreed by the parties in writing.
- (b) We will endeavour to ensure that the Mentoring Programs provided will be substantially the same as the Mentoring Program as described on our Website.

2.2 SESSIONS

- (a) Where our Mentoring Program includes 1:1 sessions with a neurobox Mentor (**Session**), you will be entitled to the number of Sessions included with your Mentoring Program as set out on the Website.
- (b) You can book in Sessions via our Website.

- (c) We may reschedule a Session at any time for any reason. Rescheduled dates and times will be agreed with you.
- (d) You must provide us with a minimum of 24 hours' written notice to change, cancel or reschedule a Session. If you do not provide 24 hours' notice, you will forfeit that Session from the included Sessions in the Mentoring Program, and we will not be required to reschedule that missed Session.
- (e) Any issues with the video conferencing software should be directed to the third-party provider (**Session Platform**). The terms and condition of the Session Platform shall apply, in addition to these terms, provided we have notified you of the Session Platform's terms in advance.
- (f) You must not make any audio or video recording of any part of any Sessions.
- (g) Only you may attend a Session. You must not share a Session including by adding another person to a live Session or sharing an audio or video recording of a Session, unless otherwise agreed in writing.

3 YOUR ENROLMENT AND LICENCE

- (a) Your Program Enrolment will be valid from the date of your Program Enrolment for the core materials and inclusions of the Mentoring Program until the conclusion of the applicable Mentoring Program term, as set out on our Website (**Program Term**).
- (b) You are granted a limited licence to receive and use the Mentoring Program for your own personal, non-commercial purposes during the Program Term.
- (c) We will only revoke your licence and terminate your Program Enrolment if we suspect, for any reason, in our sole discretion, that you are misusing the licence, for example by distributing the Mentoring Program to other people or giving access to the Program Material to other people, you are making commercial use of or infringing our intellectual property rights in the Mentoring Program, or if you do not comply with these terms.

4 FEES AND EXPENSES

- (a) We offer our Mentoring Program to Accepted Participants on a fee-free basis.
- (b) We do not provide any financial support or assistance as part of our Mentoring Program.
- (c) You are solely responsible for any costs or expenses you incur in participating in the Mentoring Program.

5 DISCLAIMER

- (a) All information provided as part of our Mentoring Program is not intended to be professional advice of any kind and should not be relied on as such. Many factors will be important in determining whether you achieve any actual results in relation to our Mentoring Program, and there is no guarantee that you will be able to achieve any desired outcomes or goals, whether communicated to us or not, within any timeframe or at all.
- (b) You should obtain appropriate financial, legal and other professional advice before relying on the information provided during our Mentoring Program.
- (c) We make no representation or guarantee that our Mentoring Program will be useful or relevant to you or that by applying any ideas, recommendations, methods or techniques in the Mentoring Program you will achieve any particular outcomes. We are not responsible for any of your actions, decisions or choices and any methods and techniques implemented by you are done so at your own risk.
- (d) By not seeking appropriate professional advice, you accept the risk that the information contained in our Mentoring Program may not meet your specific needs, circumstances or goals.

6 COLLECTION NOTICE AND PRIVACY

- (a) We may collect personal information about you in the course of providing you with our Mentoring Program, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy available here www.neurobox.co.uk/privacy-policy/
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.
- (c) By agreeing to these terms, you agree to be bound by the clauses outlined in our Privacy Policy.

7 INTELLECTUAL PROPERTY

7.1 OUR IP

Intellectual Property Rights in the Mentoring Program and our Services and any other related information or materials (**materials**) are owned or licensed by us. Except as permitted under applicable laws, no part of the material can be reproduced, adapted, distributed, displayed, transmitted or otherwise exploited for any commercial purposes without our express written consent.

You will not under these terms acquire Intellectual Property Rights in any of Our IP.

7.2 DEFINITIONS

For the purposes of this clause 7:

- (a) “**Our IP**” means all materials owned or licensed by us and any Intellectual Property Rights attaching to those materials.
- (b) “**Intellectual Property Rights**” means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.

8 PUBLISHING PHOTOS ONLINE OR ON SOCIAL MEDIA

Subject to your agreement of non-disparagement of us and the Mentoring Program, you may publish general information about what you have learnt from the Mentoring Program, online or on social media (or both), provided such information is general in nature and does not cover any of the actual content or information covered in the Mentoring Program. We ask that you please provide accreditation to us by reference or hashtag if you make such a publication. We reserve the right to require you to remove any such publications or remove any accreditation to us.

9 DATA SECURITY

While we will use our best efforts to ensure that your information, data or other electronic materials (**Data**) that is being backed-up or stored as part of the Mentoring Program will be stored securely, we will not be liable for any unauthorised use, destruction, loss, damage or alteration to the Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

10 THIRD PARTY SERVICES, CONTENT, TERMS AND WEBSITES

10.1 THIRD PARTY GOODS AND SERVICES

- (a) The Mentoring Program may be powered by goods or services provided third parties (including third party platforms) and therefore subject to the terms and conditions of those third parties. Your use of the Mentoring Program is subject to any applicable third party terms and conditions and you agree to familiarise yourself with all applicable third party terms and conditions.

- (b) To the maximum extent permitted under applicable law and our agreements with any applicable third parties, we will not be liable for any acts or omissions of those third parties, including in relation to any fault or error of the Mentoring Program or any issues experienced in Program Enrolment.

10.2 THIRD PARTY CONTENT

The Mentoring Program may contain text, images, data and other content provided by a third party and displayed in the information provided through the Mentoring Program (**Third Party Content**). We accept no responsibility for Third Party Content and make no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

10.3 LINKS TO OTHER WEBSITES

- (a) The Mentoring Program may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Mentoring Program does not imply our approval or endorsement of the linked website.

11 SECURITY

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Mentoring Program. You should take your own precautions to ensure that the process that you employ for accessing the Mentoring Program does not expose you to risk of viruses, malicious computer code or other forms of interference.

12 REPORTING MISUSE

If you become aware of misuse of the Mentoring Program by any person, any errors in the material in the Mentoring Program or any difficulty in accessing or using the Mentoring Program, please contact us immediately using the contact details or form provided on our Website.

13 SERVICE LIMITATIONS

The Mentoring Program is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that we cannot and do not represent, warrant or guarantee that:

- (a) the Mentoring Program will be free from errors or defects;
- (b) the Mentoring Program will be accessible at all times;
- (c) information you receive or supply through the Mentoring Program will be secure or confidential; or
- (d) any information provided through the Mentoring Program is accurate or true.

14 NOTICES

- (a) A notice or other communication to a party under these terms must be:
 - (i) in writing and in English; and
 - (ii) delivered to the other party via email, to the email address most regularly used by the parties to correspond regarding the subject matter of these terms as at the date of these terms (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that the email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or

- (ii) when replied to by the other party,
whichever is earlier.

15 LIABILITY

- (a) Nothing in these terms shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (b) To the maximum extent permitted by applicable law, we limit all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Mentoring Program, the Website, the Services, these terms or any other goods or services provided by us to the value of the fees (if any) paid for the relevant service. If no fee has been paid, liability is excluded to the maximum extent permitted by applicable law.
- (c) All express or implied representations and warranties in relation to the Mentoring Program, the Website, the Services these terms or any other goods or services provided by us are, to the maximum extent permitted by applicable law, excluded.
- (d) **(Indemnity)** You indemnify us and our employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
 - (i) breach of any of these terms;
 - (ii) use of the Mentoring Program, the Website, the Services or any other goods or services provided by us; or
 - (iii) use of any other goods or services provided by us.
- (e) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will we be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Mentoring Program, the Website or the Services, these terms or any other goods or services provided by us (except to the extent this liability cannot be excluded under applicable law).

16 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

17 TERMINATION

17.1 AUTOMATIC TERMINATION

Your Program Enrolment will terminate automatically at the end of the Program Term (whether you have accessed or participate in the Mentoring Program or not).

17.2 TERMINATION FOR CONVENIENCE

Either party may terminate these terms for convenience at any time by providing 30 day's written notice to the other party. Upon expiration of such notice, your Program Enrolment will terminate.

17.3 TERMINATION FOR CAUSE

Either party may immediately terminate these terms by written notice to the other party if:

- (a) the other party is in default or breach of these terms;
- (b) the other party is convicted, or any of the other party's personnel are convicted, of a criminal offence involving fraud or dishonesty or an offence which, in the opinion of the other party, affects the other party's obligations under these terms;
- (c) the other party or any of the other party's personnel conducts themselves in a way tending to bring them or the other party into disrepute; or
- (d) the other party or any of the other party's personnel has a conflict of interest that cannot be resolved to the satisfaction of the other party.

17.4 EFFECT OF TERMINATION

Upon termination of these terms your Program Enrolment will be terminated, and you will no longer have access to the Mentoring Program.

17.5 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of these terms will survive and be enforceable after such termination or expiry.

18 GENERAL

18.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

18.2 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

18.3 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

18.4 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

18.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

18.6 ASSIGNMENT

You cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party. We can assign the rights or novate these terms in whole or part without your consent, on notice which may be communicated electronically on the website or by email.

18.7 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

18.8 ENTIRE AGREEMENT

These terms embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

18.9 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.