

Eigen Technologies Limited

Website Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

These terms of use (“**Terms**”) apply to the access and use of the website www.eigentech.com (“**Site**”). By accessing or using the Site, you confirm that you accept these Terms and agree to be bound by, and to comply with them. If you do not agree to comply with these Terms, you must not access or use the Site.

Please print a copy of these Terms for future reference.

1. Contacting us

- 1.1. The Site is operated by Eigen Technologies Limited (“**Eigen**”). Eigen is registered in England and Wales with company number 09274045 and has its registered office at 60 Queen Victoria Street, London, EC4N 4TR. Eigen’s VAT number is 212 3964 27.
- 1.2. To contact Eigen, please email contact@eigentech.com, or telephone on +44 20 8132 4139.

2. Other terms

- 2.1. These Terms make reference to the following additional documents, which also apply to your use of the Site, and which are incorporated into these Terms:
 - Eigen’s [Privacy Policy](#). See the Data Protection section below.
 - Eigen’s [Cookie Policy](#), which sets out information about cookies on the Site.
- 2.2. For the avoidance of doubt, these Terms do not apply to any purchase or use by you of any of the products and services advertised or described on the Site. Any such products and services will be subject to separate terms and conditions of sale, which will be provided to you separately should you wish to purchase products or services from Eigen.

3. Intellectual Property and using the Site

- 3.1. These Terms do not transfer to you any intellectual property rights in the Site or any content or materials posted on it (“**Content**”). Eigen is the owner or the licensee of all intellectual property rights in and to the Site and the Content. The Site and the Content are works protected by copyright laws and treaties around the world, and Eigen reserves all such rights.
- 3.2. You must not copy, reverse engineer, or modify the Site or the Content (or allow anyone else to do so), or use or reproduce (or allow anyone else to use or reproduce) any trade marks such as the ‘Eigen’ name and logo or other trade names appearing on the Site for any reason without Eigen’s prior written permission.
- 3.3. If you use the Site or any Content in any way which breaches these Terms, unless such use is otherwise permitted by law, you will indemnify Eigen for and against such breaches, and your right to access and use the Site will cease immediately.

4. Reliance on information

- 4.1. Content is provided for general information only and is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of any Content.
- 4.2. Although the information on the Site is regularly updated, Eigen makes no representations, warranties or guarantees, whether express or implied, that the Content is accurate, complete or up to date.

5. Third party websites

Where the Site contains links to other websites or resources operated or provided by third parties, these links are provided for information only. Eigen has no control over the content of such websites or resources, and the presence on the Site of any links to third party websites does not constitute an endorsement by Eigen of those linked websites, or of any information or resources published on them.

6. Modifications to the Site

Eigen reserves the right to update, modify, suspend, withdraw, or restrict the availability of all or any part of the Site at any time.

7. Liability

- 7.1. Eigen's products and services are sold exclusively to business and enterprise customers, and you acknowledge that the Site is not directed at consumers. While Eigen's products and services are sold to business customers around the world, the Site is hosted in and made available from the UK, and these Terms are governed by the laws of England and Wales. On this basis, Eigen does not guarantee that the Site or the Content will be appropriate for use, or accessible, in other locations.
- 7.2. The Site is made available free of charge, and Eigen makes no warranty, express or implied, concerning the Site or the Content, which are provided 'as is'. Eigen does not guarantee that the Site or the Content will always be available or that access to it will be uninterrupted, or that Content will be error free. Eigen expressly disclaims all warranties, including but not limited to warranties of fitness for a particular purpose, merchantability, accuracy, and non-infringement. Eigen excludes all implied conditions, warranties, representations or other terms that may apply to the Site or any Content.
- 7.3. Eigen does not exclude or limit in any way its liability where it would be unlawful to do so. This includes liability for death or personal injury caused by Eigen's negligence or the negligence of Eigen's employees, agents or subcontractors, and for fraud or fraudulent misrepresentation.
- 7.4. Eigen will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, the Site, or the use of or reliance on any Content. Eigen will not be liable for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or any direct, indirect or consequential loss or damage.
- 7.5. Different limitations and exclusions of liability will apply to the supply of any products or services, which are governed by Eigen's terms and conditions of sale.

8. Data Protection

Any personal information that you provide to Eigen via the Site will be processed and used in accordance with Eigen's [Privacy Policy](#).

9. User content

- 9.1. If you use a feature on the Site that allows you to upload content or information, or to make contact with Eigen ("**User Content**"), you warrant that: (i) such User Content is accurate, complete, up-to-date, and does not violate or infringe any law or the privacy or intellectual property rights of any third party, and (ii) you have the legal right to share it. You indemnify Eigen for and against any breach of this warranty.
- 9.2. You retain ownership of any intellectual property rights that subsist in your User Content, but you grant Eigen a non-exclusive, perpetual, irrevocable, royalty free licence to use, reproduce, modify, prepare derivative works of, translate, make available, display, distribute and sub-license the User Content in whole or in part, and in any form. You waive any moral rights that you have in such User Content.
- 9.3. Eigen reserves the right to delete User Content if it does not comply with these Terms, and to disclose your identity to any third party claiming that your User Content constitutes a violation of their intellectual property rights, or their right to privacy.
- 9.4. Any information you provide to Eigen via the careers section of the Site will be treated as confidential.

10. Security

- 10.1. Eigen does not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes, and network to access the Site, including using any virus protection or other relevant cybersecurity software.
- 10.2. You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material or code that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Eigen will report any such breach to the relevant law enforcement authorities and Eigen will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

11. Miscellaneous

- 11.1. **Term and termination.** Eigen may in its sole discretion terminate or suspend your access to or use of the Site (or any part of the Site), including any Content, with or without cause, by giving you written notice of such termination. This right of termination is in addition to all other rights and remedies available to Eigen under these Terms or by law.
- 11.2. **Changes to these Terms.** Eigen may in its sole discretion update these Terms from time to time. Any updated version of these Terms will be posted on the Site. Every time you wish to access or use the Site, you should check to ensure you are familiar with the most up-to-date version. These Terms were last updated on 28 October 2020.
- 11.3. **Assignment.** You may not transfer, assign, or sub-license your rights and obligations under these Terms without Eigen's written consent. Eigen can transfer, assign, or sub-license its rights and obligations under these Terms to any third party for any reason.
- 11.4. **Non-waiver.** No delay or omission on the part of Eigen will operate as a waiver of any right or remedy it may be entitled to at law.
- 11.5. **Jurisdiction and governing law.** These Terms, their subject matter and their formation (and any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law. You agree

that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms.

11.6. **Severability.** If any provision of these Terms is invalid or unenforceable, the remaining provisions will remain in full force and effect.

11.7. **Intellectual Property Notices.** Copyright © Eigen Technologies Ltd 2014 – 2020. EIGEN® and the Eigen Technologies logo are registered trade marks of Eigen Technologies Ltd. All rights reserved.