



## Applicants Terms of Service (“Terms”)

For the purpose of this agreement, ‘You’ refers to you or the Institute (as applicable) as a recipient of the Services. ‘Data Protection Legislation’ means all applicable laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time; and references to “Personal Data” and “Process” have the meanings set out in and will be interpreted in accordance with such laws.

The following Terms apply when you click on the submit button below. Please review the following terms carefully. **If you do not agree to be bound by these Terms in their entirety without amendment, you will not be able to access or use the Services.**

### PRIVACY POLICY

LifeArc respects the privacy of its Service users. You and LifeArc shall comply with respective obligations under Data Protection Legislation which arise in connection with the performance of this agreement. All Personal Data supplied by you to LifeArc relating to your application, project and/or award (if relevant) will be used for the purposes of providing advice and processing your application for advice and/or funding and for the purpose of audit and/or evaluation. Your Personal Data may be disclosed to and processed by external peer reviewers, external experts, professional advisors and/or other research bodies some of whom may be based outside the European Economic Area.

You consent to receiving communications from LifeArc in electronic form regarding the Services via the email address you have provided.

Further information on the collection and processing of Personal Data by LifeArc is set out in LifeArc’s Privacy Policy available on the LifeArc website. When you click submit below, you signify your agreement to the Privacy Policy as well as these Terms of Service.

### ABOUT THE SERVICES

LifeArc will provide you with translational advice which will take the form of review of your submission by LifeArc and a one-hour face-to-face meeting on the development, exploitation, and/or dissemination of your technology. Upon mutual agreement a follow-up meeting, further advice and/or funding application(s) may be arranged between you and LifeArc (together, the ‘**Services**’). You acknowledge that in providing the Services LifeArc may engage the services of third-party external experts and/or professional advisors (together, ‘**Advisors**’) (at no charge to you unless mutually agreed in advance).

It is expected that the Services will involve at least two LifeArc personnel working no more than four (4) hours altogether.

LifeArc will provide the Services to you for free. LifeArc will not claim any rights to any information, data, results, methods, processes, know-how, materials, inventions or discoveries, including any intellectual property rights arising from the Services.

You acknowledge that a certain amount of discussion between you and LifeArc will be necessary to enable LifeArc to provide the Services. You agree to provide such information and documents to LifeArc as may be necessary for LifeArc to provide the Services. You agree that all information and documents provided to LifeArc will be non-confidential.

You acknowledge that the Services do not constitute the provision of legal, regulatory or financial advice. You are free at all times to seek independent advice.

### LIMITATION OF LIABILITY

LifeArc and its Advisors make no representations or warranties of any kind, express or implied in respect of the Services; all terms and conditions implied by law are hereby excluded to the maximum extent permitted by law.

LifeArc and its Advisors shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other, including any lost revenue) that may arise as a result of any reliance on the Services, except that nothing in these



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terms excludes LifeArc’s or its Advisor’s liability for death or personal injury arising from its negligence or for any fraud or fraudulent misrepresentation.

You agree that Advisors may enforce the limitations of liability under these Terms under the Contracts (Rights of Third Parties) Act 1999.

### GENERAL TERMS

LifeArc may include information in relation to the Services, including your name, in its annual (or equivalent) report(s) to any governmental or regulatory body.

LifeArc may terminate this agreement at any time for any reason with or without prior notice.

These Terms (and any associated claims or disputes) shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.