

Terms and Conditions for Participants of VS2DS October 2021

1. Acceptance and Confirmation of Place

These terms and conditions apply to Participants in the VS2DS October 2021 programme and provision of such programme by Pivigo Limited ("Pivigo"). Pivigo and the Participant are bound by these terms and conditions upon acceptance by Pivigo of an application for such enrolment. These terms and conditions form the entire agreement between Pivigo and the Participant with respect to participation in the VS2DS October 2021 programme.

An offer of a place for VS2DS October 2021 will be communicated in writing and confirmation of the Applicant's acceptance of the position must be received within a time specified in the offer letter. Confirmation of participation in VS2DS October 2021 includes acceptance of these Terms and Conditions and the payment of the Registration Fee, as set out in the Terms and Conditions for Applicants to VS2DS October 2021. When the place on the programme is confirmed, the "Applicant" becomes a "Participant".

Attendance to all official events, lectures, presentations, webinars and activities is compulsory for Participants unless stated otherwise. The Participants are committing to working full-time, during European working hours, on their projects for the duration of the programme. Special dispensation with regards to attendance requirements can be granted by Pivigo under exceptional circumstances and must be communicated to Pivigo no later than 30 days before the start of the Programme.

The VS2DS October 2021 programme will commence on 25 October and conclude on 26 November 2021. Acceptance of a place on the S2DS programme is a binding commitment to attend the programme in its entirety and withdrawal is not possible.

Participant signature in binding agreement: _____

Participants may be required to present further documentation as to their status and sign separate legal agreements with the Partner Company providing the Participant with a project to work on during the S2DS programme.

2. Cancellations and postponement

S2DS programmes have minimum required attendance levels and Pivigo reserves the right to cancel or postpone a programme if too few enrolments are received or due to circumstances beyond Pivigo's control.

If a programme is cancelled or postponed, then Pivigo reserves the right to transfer the enrolment of the participant into an alternative programme. Pivigo will endeavour to inform participants about cancellations or postponements where possible. The Registration Fee will be refunded to any participant that wishes to cancel their registration in a postponed S2DS programme.

Pivigo also reserves the right to:

- Change or amend programme contents
- Substitute programme faculty, including the programme tutors and mentors

Pivigo will not accept liability for costs incurred by participants or third parties as a result of a programme being cancelled or postponed. Pivigo will not accept liability arising from any modification or amendment of programme contents, faculty, venue, or timetables.

The cancellation and refund provisions in this section 2 apply irrespective of when an application for

enrolment is submitted.

3. Programme material and services

The Participant is entitled to benefit from the services announced in the programme advertisement and usually entitles the participant to benefit from access to all parts of the programme and Pivigo facilities. Registration Fees do not include travel costs or subsistence, insurance or other costs that might arise prior to or during the programme tenure.

Programme outlines and syllabi are correct at the time of going online or to print. Views expressed by faculty members are their own. Pivigo does not accept any liability for advice given or views expressed by programme faculty members or in any notes or documentation provided to programme participants.

The participant will be solely responsible for determining whether the S2DS programme is sufficient and suitable for the needs of the participant. Pivigo does not provide any guarantee in respect of the standard of a participant's abilities on completion of the S2DS programme. The participant will provide Pivigo with all information reasonably requested by Pivigo in connection with the S2DS Programme.

4. Programme language

The S2DS Programme is conducted in English. Participants whose first language is not English are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English. Pivigo does not accept liability for any inconvenience or failure to attend following a participant's lack of English language knowledge.

5. Intellectual property

It is understood and agreed to that the organisers and partner companies (Discloser) may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that:

- The Confidential Information to be disclosed can be described as and includes: Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
- The Participant (Recipient) agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.

Partner Companies may require that participants sign a separate non-disclosure agreement (NDA) prior to working on the project supplied by that Partner Company.

6. IP and outcome from Project

- (a) Participants warrant, represents and undertake to Pivigo that all intellectual property and related material produced, developed or created by them during the programme of the Event (hereafter "**Project Deliverables**") shall be their own original work and shall not be derivative of or represent the intellectual property of any third party.
- (b) Participants will have the opportunity to use and develop their skills on a project supplied by S2DS Partner Companies. By agreeing to these Terms, Participants acknowledge that all



Project Deliverables shall be assigned to and vest exclusively in Pivigo or the applicable S2DS Partner Company from creation. All such Project Deliverables (including for the avoidance of doubt, data, models, programming code and printed documents and diagrams) must be handed over to Pivigo or the applicable S2DS Partner Company at the end of S2DS August 2021. Participants will undertake all such further assurance and acts (as Pivigo may direct from time to time) to perfect Pivigo's or the applicable S2DS Partner Company's title in the Project Deliverables.

7. Data Protection and GDPR

"Data Protection Legislation" means any applicable law relating to the processing, privacy, and use of Personal Data, as applicable to Pivigo, S2DS Partner Company and/or the Services including, without limitation: (i) EU Council Directives 95/46/EC ("Data Protection Directive") and 2002/58/EC ("ePrivacy Directive"); and/or (ii) the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation") ("GDPR"), any law or regulation replacing the ePrivacy Directive ("New ePrivacy Regulation"); (iii) any corresponding or equivalent national laws or regulations; or (iv) approved codes of conduct or approved certification mechanisms issued by any relevant regulatory authority.

The Participant shall comply with all applicable Data Protection Legislation in relation to the processing of S2DS Partner Company Personal Data under this Agreement.

The Participant shall:

- only collect, use and disclose Personal Data on the documented instruction of the S2DS Partner Company;
- implement and maintain appropriate technical measures in relation to its processing of S2DS Partner Company Personal Data so as to ensure a proportionate level of security in respect of the possible risk posed to S2DS Partner Company Personal Data;
- notify Pivigo and the S2DS Partner Company without undue delay following becoming aware of any unauthorised or unlawful Processing of, loss of, damage to or destruction or corruption of S2DS Partner Company Personal Data ("**Security Breach**"), and provide details of such Security Breach;
- upon the S2DS Partner Company's request either securely delete/anonymise or return all Data to the S2DS Partner Company after the Programme;
- not transfer or share Pivigo Personal data without the prior written consent of Pivigo.

8. Visa information

For any on-site visits or events, Participants are responsible for obtaining the required visa that enables their participation in the event. There will be no obligatory on-site events. The rejection of a visa application by the British authorities does not affect the application of these terms and conditions including clause 2. Pivigo recommends that all participants from outside the United Kingdom check with the British Embassy or British High Commission their visa requirements.

In no circumstances will Pivigo issue documentation to support a visa application.

9. Force Majeure

Pivigo shall not be liable for any failure or delay in the performance, in whole or part, of any or our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), war, riot, civil commotion,

malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

10. Limitation of Liability

Subject to the third paragraph of this clause 9, the liability of Pivigo to the participant with respect to the provision of the S2DS Programme, the cancellation, postponement, or amendment or a programme, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions, will not extend to any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if Pivigo had been advised of the possibility of those losses or if they were within Pivigo's contemplation.

In any event, subject to the third paragraph of this clause 9, the liability of Pivigo to the participant with respect to the provision of the S2DS Programme, the cancellation, postponement, or amendment or the Programme, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions is limited to the amount of Registration Fees received from or on behalf of the participant in respect of the Programme.

Nothing in these terms and conditions will operate to limit or exclude the liability of Pivigo for death or personal injury arising from Pivigo's negligence, fraud or any other liability that, by law, cannot be limited or excluded.

Pivigo accepts no liability for loss or damage to the participant's property and shall not provide any insurance cover whatsoever to the participant.

The warranties and undertakings given by Pivigo in these Terms and Conditions are, to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

11. Confidentiality of personal information

It is understood that any materials supplied by the Participant to Pivigo are confidential. Such materials shall be kept in strict confidence and not distributed to third parties. If necessary, we may share personal information to our group members including such entities as subsidiaries, holding companies and their subsidiaries. Information is shared only when applicable.

Pivigo will use the personal information the Participant provides to provide the residential accommodation and related services. Personal information may be passed to third parties on connection with the provision of the residential accommodation and related services. An agreed version of your Curriculum Vitae, including your email address, will be made available to our S2DS Partner companies. Additionally, copies of this CV may be made available to S2DS Partner companies from other S2DS programmes. You agree that we can use your personal information in this way.

The European Economic Area is large, but we may have to transfer data outside of this area. If data is transferred outside the European Economic Area it will be for storage and processing. Processing staff operating outside this area may belong to our website or another supplier, in which they can process or store your information. An example: to process and complete your Registration Fee transaction or enlist support services we may have to go outside the European Economic Area for the transfer. When you click to submit of your payment details, personal information or other electronic communication you agree to its transfer for storage and processing. We take all necessary steps for security known to be in accordance with this Privacy Policy.



Information submitted by you is stored on secure servers. Any payment or transaction details will be encrypted for your security. As you know, secure transmission of data on the internet is never guaranteed. You do so, therefore, at your own risk. When offered you may create a password, but you are responsible for keeping it confidential.

11. Termination of contract

Pivigo reserves the right to remove the participant from a programme or exclude a participant from Pivigo premises if the behaviour or demeanour of the participant is considered unacceptable. Pivigo may, with immediate effect upon written notice to the Participant, terminate these Terms and Conditions if the Participant is in violation of these terms and conditions or in violation of reasonable instructions issued by Pivigo in writing or in violation of any Pivigo policies including, without limitation, policies on harassment, health and safety, drugs, and information technology.

Termination of this agreement will not entitle the Participant to reimbursement for any other expenses incurred in connection with the programme or the S2DS programme.

12. Governing Law

These terms and conditions will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.

I, hereby, agree to these Terms and Conditions for participation in S2DS August 2021.

Signature

Location and Date

Name