

BREAKTHROUGH LABS LTD

TERMS AND CONDITIONS

1. These terms and conditions

- 1.1 These terms ("Terms") will apply to all information and services provided via the Breakthrough Labs community platform ("Platform") operated by Breakthrough Labs Ltd (company number: 14452044) ("we", "us" or "Breakthrough Labs") to you as a member of the platform ("you" or "the Member").
- 1.2 These Terms apply to the provision of information, updates, training, advice, pitch practices, webinars and other content ("Services") provided via the Platform.
- 1.3 These Terms **do not** apply to the provision of services under our Advisor Programme which will be governed by separate terms.
- 1.4 These terms and conditions will apply at any time when you use the Platform or the Services. By registering with the Platform you accept these terms and conditions and they will apply to the agreement between you and us ("Agreement").
- 1.5 These terms may be amended from time to time. Any amendments or new terms and conditions will be available on our Platform and the terms and conditions on the Platform at the time a match is made. You may terminate these terms if you do not wish to be bound by any such amendments but by continuing to use our Platform or Services you will be deemed to have accepted the new terms.
- 1.6 Depending on the subscription taken out by you, levels of registration or subscription may apply. By using the Platform you agree that you will be bound by these Terms.
- 1.7 Please note that these Terms may be amended from time to time. Notification of any changes will be made by posting new terms onto the Platform. In continuing to use the Services you confirm that you accept the then current Terms in full at the time you use the Services.
- 1.8 We reserve the right to add or remove services and functionality from the Platform or otherwise to update the Platform as we see fit.

2. Registration and Subscription

- 2.1 Our Services will only be available to those who have registered with us and set up an account ("Account").
- 2.2 You can set up an Account by filling out our online registration form.
- 2.3 To register with us we will require that you provide us with your name, address and valid email address. We may also require additional information from time

to time. Please note that any personal information that you provide to us will be subject to our data protection obligations which are set out in our privacy notice (“**Privacy Notice**”) which is available on our website.

- 2.4 You will be asked to create a password when registering. We recommend that you keep your password confidential and do not disclose it to any third party. If you do so reveal your password to a third party and they then access the Platform or use our Services they will be deemed to be acting as agent for you. We will not be held responsible for any action taken by any third party to whom you have disclosed your password. If you believe a third party has become aware of your password and is using your Account without authorisation from you, please notify us immediately and we will suspend or close the Account at our discretion.
- 2.5 You must supply a valid email address when registering so that we can send updates or other information relating to the Platform to you. We will not be held responsible if you fail to provide a valid email address. If you become aware that you have supplied an invalid email address please contact us immediately to correct the information we hold about you.
- 2.6 If you are a founder, use of our Services will require a paid subscription, which can be found via this link: <https://www.breakthroughlabs.net/community>. Additional fees may apply if you register for our in-person events or offer-for-fee courses/webinars. Our fees may change from time to time, and our updated fees will be shown on the webpage accessible via the link above.
- 2.7 We are not obliged to permit anyone to register with the Services and we reserve the right to refuse registration to anyone for any reason. In particular, the Platform’s objective is to support female founders (including founders that identify as female) and accordingly we would not accept male-identifying founders to register to the Platform. We also reserve the right at our discretion to remove any content from the Services, terminate your registration and/or subscription and restrict your access to our Services at any time for any reason.
- 2.8 Access to certain functionality or features may be restricted or limited, depending on the subscription taken out by you or your employer.
- 2.9 We may offer a free trial period during which we allow you, for a limited period, to access functionality which is usually only available to subscribers. Once a trial period ends if you do not take out a subscription we reserve the right to withdraw your access to the Services. We may, at our sole discretion, extend or withdraw any trial period. Trial periods are offered strictly at our discretion and we may reduce the period or change the terms of any trial period we offer at any time.
- 2.10 We may suspend or close your account at any time if you are in breach of any term of these terms. If we suspend or close your Account you will not be able to use our Services any longer and may not be able to access all areas of the Platform.
- 2.11 We reserve the right to add or remove services and functionality from any registration or subscription type or to add or remove registration or subscription types.

2.12 If you wish to cancel your Account, please notify us and we will delete your Account as soon as practicable.

3. Information and Content

3.1 The Platform and any information or training provided via the Platform will contain various materials, resources, information and content (“**Content**”).

3.2 Content is provided by us as general information only. This Content may not be relevant or apply in your particular case or situation.

3.3 The Content provided:

3.3.1 should not be regarded as or relied upon as being a comprehensive opinion concerning the matters referred to or covered by the relevant Content;

3.3.2 is based on information, data and materials available at the time of writing;

3.3.3 may relate to certain contexts and may not be suitable in other contexts;

3.3.4 has been prepared in good faith on the basis of evidence and information available to us.

3.4 Your use of the Platform or any materials available on the Platform is not a substitute for legal or professional advice and your use of our Platform does not constitute the provision of legal services by us to you. If you have any queries or concerns relating to any legal matter you should speak to a solicitor or other legal or professional adviser as soon as possible.

3.5 Reasonable efforts will be made to ensure that the Content is accurate and up-to-date at the time of publication but we cannot guarantee that the Content will be error-free.

3.6 All intellectual property rights including copyright which are capable of existing in the Content and any other content, documents, software or other materials created or supplied by us belong to us or our licensors.

4. Your obligations

4.1 You must:

4.1.1 provide us with accurate information and ensure that all details that we hold about you (including your email address) are up to date and valid;

4.1.2 use the Platform in accordance with these terms and not in any way which may affect our reputation or the use and enjoyment of the Platform or our Services by any other users or third parties.

5. Trusted Suppliers

5.1 We shall use third-party suppliers to provide some of the Services (the “**Trusted Suppliers**”, each a “**Trusted Supplier**”).

5.2 While we will make reasonable efforts to ensure that Trusted Suppliers are reputable and will provide the Services (as applicable) with reasonable skill and care, we do not offer any warranty or guarantee to you that any Trusted Supplier will deliver those Services with the relevant standard of skill and care. If a Trusted Supplier proposes or purports to provide the Services (as applicable) to comply with any particular standards it is their responsibility to ensure that it meets such requirements and we shall have no liability with respect thereof.

6. **Training and Webinars**

6.1 We may offer a selection of webinars and training courses ("Training Courses") as set out on the Platform.

6.2 The materials, the trainer and course content of any Training Course are subject to change from time to time and are entirely at our discretion.

6.3 Training Courses will be provided online only unless otherwise agreed, if you would like to book in-person training then we may agree to provide in-person training at our discretion (and additional fees will be due).

6.4 Training Courses, and the participation of you or your delegates, may be published or recorded, please note therefore that any comments or questions raised by you or your delegates during a Training Course may be available for other participants to see.

6.5 In order to secure a booking for a Training Course you must make a formal booking via the Platform. Until a formal booking has been made, an email booking confirmation ("Booking Confirmation") has been issued and any applicable fees have been paid in full, the relevant attendees or delegates will not be entitled to attend a Training Course.

6.6 After booking and prior to the date and time of the Training Course we will send you the relevant information which may include log-in details.

6.7 The quoted fees for a Training Course will include the attendance of one delegate only (unless specified otherwise). Relevant materials (if any) for the Training Course will be provided by email only, unless otherwise specified.

6.8 All fees must be paid (plus any VAT which is applicable) prior to the date of the relevant Training Course.

6.9 Training Courses which are provided by us free of charge may be cancelled by us at any time, without liability to you.

6.10 We may change the date of a paid Training Course at any time and provide a suitable alternative (which may include an alternative date or time); if we are unable to provide a suitable alternative then we will provide you with a refund.

6.11 If you are unable to attend an alternative date and time then we will either provide you with a refund or provide you with a recording of the Training Course. Other than a refund of any sums paid we will not have any liability in relation to the cancellation or variation of any Training Course.

6.12 If you have booked a Training Course and we have provided a Booking Confirmation you will not be able to cancel the Training Course without paying our cancellation charges as follows:

- 100% of the total fees if you cancel 5 days or more prior to the start date of the Training Course; or
- 50% of the total fees if you cancel less than 5 days prior to the start date of the Training Course.

6.13 If any delegate fails to attend a Training Course you will remain liable for payment of the relevant fees in full.

6.14 Substitute delegates may attend a Training Course with our prior permission.

6.15 During a Training Course the person leading the Training Course may impose their own reasonable terms relating to the use of the training technology or any other relevant matters and you agree to adhere to such terms and agree to comply with any reasonable directions or requests.

7. Intellectual Property

7.1 All intellectual property rights of any nature (including copyright) which are capable of existing in the Content shall be and remain our property.

7.2 Content shall be licensed to you for your internal use only.

7.3 You agree that you will not re-sell, publish, distribute, sub-license or otherwise disclose or deal with any Content without our express prior written consent.

7.4 Content may refer to and incorporate third party material. Where we use such material we will use our reasonable endeavours to ensure that we have a right to use such material. Our right to use such material may arise as a result of specific permissions, fair dealing or fair use exemptions or operation of law or the use may fall outside of the scope of copyright, trademark or other protection.

7.5 You agree to notify us **immediately** in the event that any infringement or unlawful use of any third party material is alleged by any third party in connection with Reports or Content or if any third party alleges libel, tortious interference or any other breach arising from the contents of a Report. If we are notified accordingly or if we notify you that such an allegation has been made then you agree that pending resolution of the matter in dispute you will make no further use of the relevant Reports.

8. Confidentiality

8.1 Except to the extent that disclosure is expressly agreed or permitted elsewhere in this Agreement, each party shall:

- 8.1.1 treat the other party's confidential information as confidential; and
- 8.1.2 not disclose the other party's Confidential Content to any other person without the owner's prior written consent.

8.2 Clause 7.1 shall not apply to the extent that such information was:

- 8.2.1 in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure; or
- 8.2.2 obtained from a third party without obligation of confidentiality; or
- 8.2.3 already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or
- 8.2.4 independently developed without access to the other party's Confidential Content.

8.3 Nothing in this clause shall prevent us from using any techniques, ideas or know-how gained during the performance of the Services in the course of its normal business to the extent that this use does not result in a disclosure of your confidential information.

9. Limitation of liability

9.1 **The following provisions set out the entire financial liability of Breakthrough Labs (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:**

- 9.1.1 **any breach of these Terms howsoever arising;**
- 9.1.2 **any use made by the Member of the Services, the Content or any part of them; and**
- 9.1.3 **any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Agreement.**

9.2 **All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.**

9.3 **Nothing in these conditions excludes the liability of Breakthrough Labs:**

- 9.3.1 **for death or personal injury caused by Breakthrough Labs' negligence; or**
- 9.3.2 **for fraud or fraudulent misrepresentation.**

9.4 **Subject to clause 7.2 and clause 7.3:**

- 9.4.1 **Breakthrough Labs shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement;**

- 9.4.2 **Breakthrough Labs shall not be liable for any breach of this Agreement caused by the default or negligence of any Trusted Supplier or any Trusted Supplier's default or negligence in providing any Services (as applicable) to you; and**
- 9.4.3 **Breakthrough Labs' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the higher of (a) the total fees paid for the Services during the 12 months immediately preceding the date on which the claim arose and (b) £2,000.**
- 9.5 **We will not be liable to you under any circumstances in the event that the performance of our obligations under the Agreement is prevented or delayed by any act or omission of yours or your agents, sub-contractors or employees.**

10. Use and Abuse of the Platform

- 10.1 Any content posted or published by you using the Platform (including comments or questions which may be posted as part of a webinar or training session) will be your personal responsibility. You will be personally liable for claims relating to negligence, defamation, breach of intellectual property, privacy or any other claim arising from your content.
- 10.2 You may not publish any illegal, offensive, inaccurate, misleading, defamatory or fraudulent content. If any such content is published by you or if in our opinion any content is published by you which damages our goodwill or the goodwill attaching to the Platform we reserve the right at our discretion and without notice to take such action as we deem necessary including removing the content from the Platform and terminating your Account. You agree that if you share any content from our Platform externally (including on any social media platforms), that you will not spam our content, or post our content on an inappropriate forum. You will not publish any illegal, offensive, inaccurate, misleading, defamatory or fraudulent about our Platform, including when sharing content from our Platform.
- 10.3 You agree that you will not:
 - 10.3.1 solicit log-in information or access an account belonging to someone else;
 - 10.3.2 bully, intimidate, or harass any user of the Platform;
 - 10.3.3 do anything illegal, unlawful, misleading, malicious, or discriminatory using the Platform;
 - 10.3.4 do anything to suggest, express or imply that statements made by you are endorsed by us;
 - 10.3.5 impersonate any other person whether or not that other person is a user of the Platform.

- 10.4 We also reserve the right at our discretion to remove any content from the Platform, terminate your Account and restrict your access to our Platform at any time for any reason.
- 10.5 In the event that you are informed that you will no longer be entitled to access the Platform you will not be entitled to register again and you will no longer have permission to use the Platform.
- 10.6 If you come across any offensive, inaccurate or damaging material on the Platform or if you are subject to any form of abuse or harassment we ask that you contact us immediately.
- 10.7 You agree not to upload any files or post or publish any on the Platform that contain viruses, corrupted files, or malicious code or any other similar software or programs that may damage the operation of another's device

11. Termination and suspension

- 11.1 You may terminate your Account at any time by contacting us.
- 11.2 We may suspend your Account at any time should you be in breach of these terms.
- 11.3 If we suspend your Account or access to the Platform for any reason we may refuse to provide you with any services.
- 11.4 We may terminate these terms and your Account at any time if:
 - 11.4.1 you are in breach of any term of these terms;
 - 11.4.2 we suspect that you are about to commit a breach of these terms;
 - 11.4.3 you become or we suspect that you are about to become insolvent.

12. Notice and Take-Down

- 12.1 We will make all reasonable efforts to delete accounts which are being used in breach of our terms and to identify and remove content that is defamatory or infringing on intellectual property rights when we are notified but we cannot be responsible if you have failed to provide the relevant information.
- 12.2 In the event that you believe that an account is being used in an inappropriate manner or that any content which is distributed using the Platform is defamatory or infringing on intellectual property rights you should notify us in writing either by email to info@thedivorcehub.co.uk including the following:
 - 12.2.1 Your full name and contact details, including postal address, telephone number and e-mail address;
 - 12.2.2 The location where the defamatory or infringing content appears;
 - 12.2.3 The content that you believe is defamatory or infringing on intellectual property rights;

- 12.2.4 The reasons that you believe the content is defamatory or infringing on intellectual property rights;
- 12.2.5 A statement confirming that you are authorised to act on behalf of the claimant or rights holders; and
- 12.2.6 A signed declaration truth in respect of the information in the notice.

12.3 Any statement made under this clause may be used in court proceedings.

13. Data Protection

- 13.1 We agree to comply with our obligations under all applicable laws and regulations relating to data protection and privacy as may be applicable from time to time, which at the date of these terms means the Data Protection Act 1998 and the European Union Regulation (EU) 2016/679 (GDPR) as such regulation is adopted into the law of the United Kingdom pursuant to the European Union (Withdrawal Act) 2018 and as amended by the Data Protection Act 2018, and any successor regulation or law (“**Data Protection Legislation**”).
- 13.2 For further details on how we comply with Data Protection Legislation please refer to our Privacy Notice.

14. General

- 14.1 Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.
- 14.2 By entering into these terms you also agree to our Privacy Notice which is available via the Platform.
- 14.3 Any notice to be served on us shall be sent by pre-paid recorded delivery, registered post or email via the contact details provided at the beginning of these terms or such other physical or electronic address as may be notified by one party to the other.
- 14.4 Any notice to be served on a Member shall be sent by pre-paid recorded delivery, registered post or email to the address of the relevant party shown in the relevant party’s profile or such other physical or electronic address as may be notified by one party to the other.
- 14.5 No term of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 14.6 We will be entitled to assign or sub-contract our obligations under these terms.
- 14.7 Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible, whereupon all money accrued due under the Agreement shall be paid.
- 14.8 Each party acknowledges that the Agreement, including the Privacy Notice, contains the whole agreement between the parties and that it has not relied

upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. In particular it is agreed that any terms and conditions or other contractual documentation maintained by you or your affiliates or which you purport to apply to the subject matter of the Agreement will not apply.

- 14.9 You agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these terms and rendered ineffective as far as possible without modifying the remaining provisions of these terms, and shall not in any way affect any other circumstances of or the validity or enforcement of these terms.
- 14.10 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of these terms shall either be or be deemed to be a waiver or in any way prejudice any right of that party under these terms. No right, power or remedy in these terms conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.
- 14.11 Headings contained in these terms are for reference purposes only and should not be incorporated into these terms and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
- 14.12 If any provision of these terms is, or is found to be, illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall not be affected by such illegality, invalidity or unenforceability.
- 14.13 Failure by us to enforce at any time or for any period any one or more of the terms or conditions of these terms shall not be a waiver by us of them or the right at any time subsequently to enforce all terms of these terms.
- 14.14 These terms shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. You agree to submit to the exclusive jurisdiction of the English courts.