

BSGN Terms and Conditions Notice

TERMS AND CONDITIONS OF USE OF THE BUSINESS IN SPACE GROWTH NETWORK (BSGN) INDUSTRY ACCELERATOR FOR LIFE SCIENCE WEBSITE

Please read carefully the following terms and conditions ("**Terms and Conditions**") before registering on and using the Business in Space Growth Network Industry Accelerator for Life Science Website (the "**Website**").

These Terms and Conditions are released by the European Space Agency, an international intergovernmental organisation governed by its Convention, having its headquarters at 24 rue du Général Bertrand, 75007, Paris, France ("**ESA**" or the "**Agency**").

By registering as a User of the Website, the User accepts:

1. these Terms and Conditions, including any future modifications thereof as accepted by the User in accordance with **Article IV (2)** below;
2. the ESA Personal Data Protection Framework (available at: http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations ; hereinafter the "**ESA PDP Framework**") and the Privacy Notice and Consent Form available on the Website at https://opencall.bsgn-lifescience.space/legal_DPP.html

For information regarding the use of cookies on the Website, please refer to: https://www.esa.int/Services/Cookies_notice

Any individual acting on behalf of a legal entity on the Website is responsible for ensuring that he/she has the authority to bind such entity to these Terms and Conditions.

These Terms and Conditions and the ESA PDP Framework shall be legally binding for the Users in connection to their respective use of the Website.

(I) Definitions

Within the scope of these Terms and Conditions, the following definitions apply:

- “Content”** has the meaning set forth in **Article X** herein.
- “Intellectual Property Rights”** means any patent, registered design, copyright, database right, design right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
- “BSGN Industry Accelerator for Life Science Website”** or the **“Website”** means the website for the Business in Space Growth Network operated by, or for ESA for the purpose set out in Article III below, and available at https://opencall.bsgn-lifescience.space/legal_DPP.html
- “User(s)”** means an individual who registers and uses the Website as a natural person or on behalf of a company, organisation or other moral person.

(II) Scope

This document sets forth the terms and conditions of registration to, and use of, the Website.

The Website is operated by the Agency, using services sourced from MEDES-IMPS and FranceBiotech. Upon further development the Agency may elect to transfer the operation of the Website to MEDES-IMPS and FranceBiotech at a later stage. In this case, MEDES-IMPS will reach out to the User requesting its acceptance to amended terms and conditions. ESA, MEDES-IMPS and FranceBiotech will try to ensure a flawless migration of user data and functionality but cannot issue any guarantees to that extent.

(III) Purpose of the Website

The purpose of the Website is for ESA to:

- communicate opportunities in space-based product, service and application development to relevant target audiences, and in particular to industries and markets other than space-related;
- provide Users with information which they may use to verify their ideas and find potential partners, investors and service providers to support project implementation;
- support the development of new communities in unchartered markets and areas of commercially-driven research in order to probe market-potential for scalable applications.

(IV) Acceptance of the Terms and Conditions

1. **Acceptance.** By clicking to agree to these Terms and Conditions, the User:
 - agrees to be bound by these Terms and Conditions (for clarity, as they may be modified in accordance with sub-paragraph 2 below);
 - agrees to be subject to the ESA PDP Framework; such acceptance signifies the continuing consent to the Privacy Notice; and
 - agrees not to maintain more than one account.
2. **Change of these Terms and Conditions.** ESA reserves the right to amend these Terms and Conditions or the Privacy Notice, from time to time. The User agrees that ESA will notify such changes by any means, and that such change will take effect after notification. Further use of the Website will be subject to the User's acceptance of the amended Terms and Conditions.

(V) Eligibility requirements for registration

1. **Cumulative eligibility criteria.** The eligibility criteria set forth herein are cumulative:

Nationality. Registration is open to any User resident in an ESA Member State or acting on behalf of a company which is domiciled in one of ESA's Member States, including Canada (as Cooperating State), Slovenia, Latvia and Lithuania (as Associate Member States), this condition being assessed in light of the criteria set forth in Article II.3 of Annex V to the ESA Convention, i.e. the location of the company's registered office, of its decision-making centres and research centres, and the territory on which the development of products/services is carried out;

Type of products and/or services. The company on behalf of which the User registers must develop, either:

1. commercial products and/or services for space exploration;
 2. commercial products and/or services for terrestrial markets using the space environment, and in particular:
 3. human-tended infrastructure / space stations;
 4. conditions of microgravity and the harsh environment of space;
 5. commercial products related to space resources;
 6. associated products and/or services in support of the implementation of commercial space-based projects, such as scientific, engineering, or business development expertise and associated equipment and facilities.
2. **ESA may, on a case by case basis and strictly on discretionary terms, accept deviations to the eligibility criteria set out above.**

(VI) Registration and validation

1. Registration on the Website is free of charge. To register, the User must fill in the registration form available on the Website, providing the required information. The User shall ensure that the contact details and other information requested by ESA during the registration procedure are correct and complete.
2. Acceptance on behalf of a company, organisation or other moral person. Any individual willing to register on the Website on behalf of a company, organisation or other moral person is eligible to become a User provided that he/she has been authorised to do so by such company, organisation or other moral person and has the legal capacity to accept these Terms and Conditions on behalf of such company, organisation or other moral person. Upon ESA's request, the User shall provide a written authorisation in this respect. For the avoidance of doubt companies, organisations or other moral persons can authorise multiple natural persons to register as User on their behalf concurrently.
3. Validation. Upon receipt of the registration request, the application and any supporting documents shall be checked and validated by ESA. Upon validation, the User will receive its confirmation of registration and its account login credentials via email.
4. Authorisation or refusal of the request. There shall be no entitlement to register on the Website. ESA may refuse registration as Users for any reason.
5. Exclusion of Users. Notwithstanding the generality of the above, a User will be excluded from registering and/or using the Website in the event that he/she:
 - fails to comply with these Terms and Conditions; or
 - acts in a manner that is inconsistent with ESA's purpose, reputation or status.

(VII) Use of the Website. User obligations

1. Use of the Website upon registration. Upon registration, the User is solely responsible for all use of his/her account, and may be held liable for any use in violation of these Terms and Conditions. The User must notify ESA immediately in case of suspected or actual unauthorised use of, or access to, his/her account.
2. Security. The User is responsible for protecting the confidentiality of his/her account, and ESA cannot and will not be liable for any loss or damage resulting from the User's failure to comply with this security obligation. In no instances will ESA request the User to provide his/her credentials through unsecure means.
3. Protected content. The Website may contain information, images, video and/or audio recordings or works, materials, logos or any other content which is (or may be) protected by Intellectual Property Rights belonging to ESA or to third party licensors of ESA. The Users are not allowed to copy, download, reproduce, duplicate, archive, modify, perform, publish, share, make available any such content contained in or through the Website or make any unauthorised use thereof.

(VIII) User / Company profile

1. If the function is available on the Website, and to the extent permitted by these Terms and Conditions, Users may voluntarily add details concerning their professional role and professional interests to their profile, as well as details concerning the company they represent.
2. No mandatory verification. As a rule, ESA is not obliged to verify the identity of Users or the details provided in the profiles. ESA therefore does not guarantee that each profile owner actually corresponds to the person the profile owner claims to be.

(IX) Deregistration. Account Deletion

1. Users may deregister from the Website at any time using any means available. Deregistration from the Website automatically ends the contractual relationship established between ESA and the User by the latter's acceptance of these Terms and Conditions, save those surviving terms and conditions which are by their legal nature meant to survive, which including Articles IX, X, XI, XII, and XIII.
2. Upon deregistration or account deletion, the User shall no longer have access to the Website. Following the expiry of any statutory record-keeping periods, ESA shall be entitled to irretrievably delete or anonymise all data created in connection with the User's registration and use.
3. Modification, suspension or discontinuance of use of Website. ESA may change, suspend or discontinue the use of the Website, of a User account or of any feature thereof at any time, without prior notice, and shall have no liability to the Users for such change, suspension or discontinuance.

(X) User Content

1. Users may submit any materials (e.g. articles, presentations, user guides, pricing information) and uploading certain content onto the Website to the extent allowed by these Terms and Conditions and permitted by the Website's functionalities (herein "**User Content**"), thereby making it available to other Users.
2. By uploading User Content, a User irrevocably grants ESA, without a formal declaration being needed in this respect, a free of charge, perpetual, worldwide and transferable right to use the relevant User Content for any purposes related to operation of the Website, including the right to edit, reproduce, and store the User Content on ESA servers as well as to display, share, and make available publicly the User Content (e.g. by displaying it on the Website);
If the Users take down User Content they have posted to the Website, the above rights shall lapse. However, ESA shall be entitled to retain copies for backup and/or verification purposes and for the purpose of managing any formality triggered by the termination of the access to the Website.
3. ESA reserves the right, but disclaims any obligation or responsibility, to control, remove, and to refuse to post User Content, and/or to edit, block or remove posted User Content, and/or to undertake the examination of the User Content, including to check its completeness, accuracy, legality, relevance, quality or appropriateness for a particular purpose. The User remains responsible for its User Content, regardless of the examination or assessment made by ESA.

In particular, any User Content must not:

1. contain trademarks, logos, trade names or copyrighted materials owned by third parties, without permission of such third parties;
2. contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; communicate messages or images inconsistent with the positive images and/or goodwill to which ESA wishes to associate;
3. be violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic; be obscene or offensive, endorse any form of hate or hate group; defame, misrepresent or contain disparaging remarks about ESA, or its activities or team, or other people, products or companies; or,
4. contain any materially dangerous activity; promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message.

(XI) Releases

1. ESA does not warrant that the Website will meet the User's specific requirements, or that the use of the Website will be uninterrupted, timely, secure, or error-free. More generally, ESA gives no warranties in connection with the Website, including in relation to its functioning or operability, or to maintenance procedures or corrective actions which ESA may undertake from time to time or for any causes beyond ESA's reasonable control.
2. Whilst every effort is made to ensure that information presented on the Website, or directly to Users, is correct and up to date, ESA provides it without any warranty, expressed or implied. ESA does not warrant the accuracy of information provided via the Website by external sources, including by Users, and accepts no responsibility or liability for any consequences arising from the use of such data.
3. The Website may contain links and references to third-party websites or other resources. These are provided for the User's convenience only. The third-party websites will have their own terms and conditions. ESA makes no warranty, either express or implied, as to the accuracy, availability or content of information, text, graphics, software that are not under the 'esa.int' domain. The User is solely responsible for any access to, use of and /or reliance upon such resources and ESA disclaims all liability arising therefrom.
4. The Website may contain third party links and allow access to applications, websites or other resources. Access to, and use of, third-party resources may be conditional upon the acceptance by the User of additional terms and conditions. ESA makes no warranty, either express or implied, as to the accuracy, availability or content of the information, text, graphics, software that are not under the 'esa.int' domain. The User is solely responsible for any access to, use of and/or reliance upon such resources, and ESA disclaims all liability arising therefrom.

(XII) Personal Data

1. By registering on the Website, the Users irrevocably accept, and obtain acceptance from any concerned individuals, the processing of their personal data for the purposes as defined in and as presented in the Privacy Notice and Consent Form available on the Website.
2. Personal Data is processed according to the ESA Personal Data Protection Framework, available at: http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations

The processing is notified under a dedicated Data Protection Notification Record (DPNR).

(XIII) Applicable Law and Settlement of Disputes

Except for matters or incidents related to personal data protection for which the ESA PDP Framework shall apply and for which the ESA Supervisory Authority shall have exclusive jurisdiction:

1. Without prejudice to the applicability of the ESA Convention, and in particular of its Annex I on the privileges and immunities of the Agency, these Terms and Conditions shall be construed and interpreted in accordance with the Law of France.
2. All disputes between ESA and the User (in the following: "Party" or "Parties") in connection with or arising out of the existence, validity, construction, performance and termination of these Terms and Conditions which the Parties cannot amicably resolve within 30 days from the date of a written notice from one Party to the other Party to notify the existing dispute, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said rules. The arbitration proceedings shall be conducted in the English language in Paris (France).