



Excellenting

Terms of Service

Agreement Between User and Excellenting

Welcome to **Excellenting.com**, this website (the "Site", "Website", "Web", "Application") is operated by Excellenting Innovation To Market S.L. (hereinafter "Excellenting", "We", "Us", "Our"). These Terms of Service constitute a contract between **You** ("Client", "User", "Your") and Us. By signing up or otherwise using the Excellenting service, websites, and software applications (together, the "Excellenting Service" or "Service"), or accessing any content or material that is made available by Excellenting through the Service (the "Content") you are entering into a binding contract with Excellenting, and certify that you have fully read and accepted these Terms. We reserve the right to update these Terms and we encourage you to review them regularly.

1- Mission & Service

The mission of Excellenting is to help technology stakeholders to carry out effective open innovation strategy by providing a marketplace for technology offers & demands.

We make accessible to You a Knowledge-as-a-Service (KaaS) web application at the internet domain "Excellenting.com". This Application allows You to:

- Upload Technological Proposals
- Qualify Your Technology Readiness Level
- Search for Potential Technology Partner
- Get Qualified Recommendations
- Store & Organize Proposals of Interest
- Contact Stakeholders (See above Communication Services)

You may only use the Application according to this intended use. Access to this Application constitutes the totality of the Service provided by Us to You.

By using the Service, You acknowledge that you have fully and completely informed yourself of:

- our Terms of Service (available at <http://www.Excellenting.com/terms-of-service>)
- our Privacy Policy (available at <http://www.Excellenting.com/privacy-policy>)
- our Legal Notice (available at <http://www.Excellenting.com/legal-notice>)

and accept to comply with and to cause to be complied with by persons under Your responsibility these Terms of Service, Privacy Policy and Legal Notice as well as laws and regulations in force.

2- Your Account

Excellenting shall provide You with the possibility of having a user name (email) and password, of a personal and non-transferable nature, for use by You of this website or the services offered by Excellenting. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Excellenting is not responsible for third party access to your account that results from theft or misappropriation of your account. Excellenting and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Excellenting shall not be liable for any damage to or loss of income by Clients and/or any third parties as a result of the loss or theft of a user name/password and/or as a result of the use thereof made by a third party.



Excellenting

3- Engagement of Services

By engaging the rendering of services by Excellenting, the Client expressly undertakes to furnish true information about itself for this purpose, assuming any damages of any kind arising from the untruthfulness of the information furnished by it, directly and/or indirectly affecting Excellenting and/or any third party, at any time, for any reason, by any means and/or in any manner.

4- Charges and Payment

The plan you choose governs the features of your account. The basic plan called "Basic", "Freemium", or "Advanced" allow user to access basic features in the platform within any charges or costs in the future. Further payment may be required to access other non-included features in the Basic plan. Payment will be made via bank transfer to the account assigned by Excellenting ensuring one year access to the use to the specific features accorded in a private agreement with the company. The Company is not responsible for any additional bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed by the Company or the Reseller. Currency exchange settlements will be based on agreements between You and the bank provider. All charges are non-refundable unless expressly stated otherwise, or otherwise provided by applicable law.

5- Termination.

The contract will have a minimum duration of one year from the date of your registration. The contract will be automatically extended for one year, being renewed indefinitely, unless notice is given by Excellenting. You may unilaterally withdraw from the contract, by emailing a request to info@excellenting.com. EXCELLENTING may terminate the contract for breach of the CLIENT's obligations, and in any case, for the non-payment of the agreed price. The aggrieved party by the anticipated termination of the contract will be entitled to compensate for the damages and damages derived therefrom. The economic settlement of the contract will be carried out taking into account the price accrued that will be automatically due along with an annual interest rate equal to three times the legal interest in force at the time of default.

6- Plans

Excellenting provides different plans, You should choose the one that suite your necessity as specified in the web (<https://www.excellenting.com/pricing-plans-and-features/>) and contact Excellenting with your necessity unless you choose stating with the freemium plan. Some features and benefits are displayed below:

Proposal. Submission & Upload of technology Offers or Demands

InMail. Internal messaging between Users

Farid Search. Excellenting full-text search engine

Matching. Recommendation Service of Stakeholders of Interest

Blind Profile. Possibility to maintain Your identity, until You contact your matching.

Risk Assessment Marker: Standard scale for technology maturity adapted from NASA TRL Scale (https://www.nasa.gov/directorates/heo/scan/engineering/technology/txt_accordion1.html)

Excellenting has the right to add, modify or withdraw announced features from/to the basic plan. In all instance, when features modifications affects contracted premium plans, Excellenting will contact You to for further negotiations

7- Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights



Excellenting

of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Excellenting has no obligation to monitor the Communication Services. However, Excellenting reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Excellenting reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Excellenting reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Excellenting's sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Excellenting does not control or endorse the content, messages or information found in any Communication Service and, therefore, Excellenting specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Excellenting spokespersons, and their views do not necessarily reflect those of Excellenting. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

8- Materials Provided to the Site or Posted on

Excellenting does not claim ownership of the materials you provide to the Site (including feedback and suggestions) or post, upload, input or submit to any Excellenting Site or our associated services (collectively "Proposals"). However, by posting, uploading, inputting, providing or submitting your Proposal you are granting Excellenting, our affiliated companies and necessary sublicensees permission to use your Proposal in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Proposal; and to publish your name in connection with your Proposal. No compensation will be paid with respect to the use of your Proposal, as provided herein. Excellenting is under no obligation to post or use any Proposal you may provide and may remove any Proposal at any time in Excellenting's sole discretion.

By posting, uploading, inputting, providing or submitting your Proposal you warrant and represent that you own or otherwise control all of the rights to your Proposal as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Proposals.

9- Liability Disclaimer

The information, software, products, and services included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Excellenting and/or its suppliers may make improvements and/or changes in the site at any time. Excellenting and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the site for any purpose. Excellenting and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics.



Excellenting

including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Excellenting strive to provide the best information possible but Our approach is inherently limited by the accuracy, quality and quantity of the sources of data We process, as well as the very limited understanding that any algorithm can form of complex human activities and organizations. We make no guarantee that the Service will be suitable to You.

Information provided by Excellenting might be inaccurate, outdated or misleading. You should never consider information provided by Us as authoritative, instead You should use that information as a first step for further research and validation by some human expert in Your organization.

In the event where Our liability is accepted, Our total liability for compensation will correspond to only direct, personal and certain harm and, in any event, shall not exceed the amount of sums effectively paid by You to Us.

You warrant and hold Us harmless against any damage of whatsoever nature, any claim or legal action by a third party relating to the use of the Service, including by Your own employees and potential customers. In this connection, You will indemnify Us for judgments of any kind, as well as for penalties, damages and reasonable lawyer fees and court costs.

10- Miscellaneous Terms

You may not assign, transfer, delegate or license the rights and obligations under this contract, in whatever form, to any third party, except with Our prior written consent.

On the other hand, We may transfer this contract at any time to a third party of Our choice. If that happens, We will notify the You of such transfer. Moreover, We are authorized to subcontract all or a part of the Service, but We will in any event remain the guarantor of their good performance with respect to You

You authorize Us to use Your name and any distinctive sign as a commercial reference on all kinds of media including but not limited to websites, emails, newsletters, booklets, trade fairs, conferences, etc.

If one or more provisions of these Terms of Service were to be held not to be valid or declared as such pursuant to a law, regulation, or following a final decision of a court of jurisdiction, the other provisions will remain in full force and effect.

These Terms of Service are written in English. The sales and services that they govern are governed by Spanish law. This applies to both the substantive law and the procedural law, whatever the location of access and use of the Service.

In the event of a dispute occurring in connection with these Terms of Service or the sales and services that they govern, whether concerning their interpretation or their performance, and potentially after an attempt to reach a friendly resolution, exclusive jurisdiction is granted to the courts of jurisdiction within the competence of the Courts and Tribunals of Madrid capital notwithstanding plurality of defendants or a claim for an indemnity, or even for emergency procedures or precautionary measures, and enforcement procedures.

Collected Information:

When you log into Excellenting, You authorize Us to collect standard navigational information such as your IP address and the actions you take interacting with the Service.



Excellenting

As most websites, we use cookies (small text files stored by your browser) to enable navigation. You may change your browser settings to remove and/or block cookies at any time. If you block cookies, it might not be possible to use our service (see Cookies Politics)

In order to monitor Client session time, www.Excellenting.com uses cookies while the Client is browsing the website. Cookies used are not temporary, i.e. they do not disappear when the session ends. Therefore, this cookie is stored in the Client's hard drive and when a session ends the cookie remains. Cookies used cannot read the information in your hard drive or the cookie files created by other suppliers. Cookies used are not harmful and they are only used during a Client session. Clients may configure their browsers so that a notice appears on their screens when a cookie is received. Please consult browser instructions and manuals for more information. Clients need to allow the installation of cookies in order to be able to use this website. In the event cookie service and/or Java Script have been deactivated, a notice to this effect will appear on the www.Excellenting.com website, which will not be functioning adequately.