## **Terms & Conditions EIC Community**

In order to maintain a friendly and pleasant atmosphere on the platform, the EIC Community has implemented some basic rules of conduct, which may be updated from time to time without prior notice. All visitors who participate and use the EIC Community platform are expected to read and agree with these rules and policies and to not breach any of them. Privacy Statement & Cookies are part of these Terms & Conditions.

Please take a moment to familiarize yourself with the platforms' guidelines:

#### **Inappropriate Content**

The following are deemed to constitute inappropriate content. Posting such content may result in account suspension or banning as well as the removal of the offending posts:

- Not accurate, complete and up to date profile information.
- Content submitted by a person not entitled to do so within the represented organisation.
- Posts or images of a defamatory, abusive, vulgar, hateful, harassing, obscene, profane or threatening nature. This includes any messages or material ethnically, racially, religiously or sexually offensive, insulting or demeaning.
- Content that violate any laws or regulations, including copyright
- Advertising of products or services without our prior consent or the adequate context. You can talk about you or your company through your Personal Profile but no advertisement as such will be allowed. Registering solely to promote yourself, your company or others could eventually lead to the user removal from the site.
- Content on illegal activities including software and movie piracy and other intellectual property infringement.
- Posting other people's personal contact information (i.e. telephone numbers, addresses etc.) on any publicly viewable forums.
- Any content that contains viruses, Trojan horses, or the like, or other computer programming routines that may damage or interfere with the website.
- Anything else deemed inappropriate by us.
- Links to any of the above.

## **Specific Copyright Issues**

- The content on this website is subject to some copyright rules
  - We require that you cite the original content and its author and include a link to the source content on the EIC Community platform.
  - Material on the EIC Community platform is not intended for commercial use
  - It is forbidden to remix, transform or build upon EIC Community platform materials.
- When contributing original work authored or created by you on EIC Community platform, you agree that the contribution will be freely available to all users (with sufficient access) of the EIC Community.
- Contributions from European Institution Officials are bound by the generic Copyright terms applicable. http://europa.eu/europeanunion/abouteuropa/legal\_notices\_en

• When you contribute contents on EIC Community platform that are not authored or owned by you (such as, but not limited to, Documents, Pictures, Video Audio or any other content and combination of contents or direct links to them), it is your responsibility to ensure that by doing so you do not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violate any law, statute, ordinance or regulation. The EIC Community will not be held liable in any such a case.

# Expected behaviour of members and suggestions for good posting

- The member declares that she/he has the requisite power and authority to enter into any discussion on behalf of the represented organization, without the need for any third-party consents.
- Keep all contributions within the appropriate community area of interest.
- Use short, clear and concise titles when posting materials.
- Please make an effort to communicate as clearly as possible.
- Refrain from using foul or offensive language.
- All content posted by users express the views of the author; the EIC Community
  platform will not be held responsible for any offending message, comment, post
  or other material published on the site.
- Treat all other EIC Community members in a respectful and courteous manner at all times, even in the event of disagreements.
- Users who are not recognized as Site Administrators with full credentials should not pretend to be such by using "site administrator" in their profile.

While these rules cover most common situations, they cannot anticipate everything. Consequently we reserve the right to take any actions we deem appropriate to ensure the EIC Community is not disrupted or abused in any way.

## **Report a Rule Infraction**

If you feel that specific content or a fellow EIC Community member breaks the portal's policies and rules of conduct, please report it to the EIC Community support team through the contact form on the site.

## Monitoring of the site and Disciplinary Measures

The EIC Community Administrators and the EIC Community Manager reserve the right to monitor the EIC Community platform, including work-groups, discussion forums etc. and remove/block any postings or members who don't adhere to these rules, our standard portal terms and conditions and our privacy policy. This includes postings that disrupt or interfere with our technical operations. In such a case a note from the Administrator that removed the posting will replace the original offending post or upload.

The EIC Community Administrators and the EIC Community Manager reserve the right to close or ban, temporarily or permanently, any user's account as we deem necessary. The user will be notified and informed of the reasons and measures taken.

Should you feel you have been treated unfairly by a Site Administrator, you may appeal directly to us through the contact form on the site. When contacting us, please provide the email address you used to sign up. We do not discuss the suspension of members or any disciplinary action taken with the general public.

## **Specific conditions for ScaleUp EU**

#### **Users**

ScaleUp EU targets the matchmaking process between SMEs ("Company") and investors ("Investor"). Company and Investor are the Users of ScaleUp EU.

<u>Company</u> is defined as an SME beneficiary of a programme encompassed by the European Innovation Council (EIC), including SME instrument, Fast Track for Innovation (FTI) and FET-open.

<u>Investor</u> is defined as financial intermediary or Business Angel joining ScaleUp EU to seek investment opportunities.

ScaleUp EU is opened to investors:

- established in the EU or in a non EU country part of the EU Research & Innovation programme,
- Investing tickets (loans or equity) of at least 500 thousand euros in start-ups and innovative SMEs in countries part of the EU Research & Innovation programme,
- Respecting professional and ethical standards and excluding of its investments any activity under the EIF restricted sectors.

During the registration or upon request once registered to ScaleUp EU, a user with an Investor profile shall be able to provide evidences based on public information showing that the criteria mentioned above are fulfilled and that the entity was an active investor during the two last years.

In case of request of evidence from ScaleUp EU Team on the respect of the conditions, the user will have to justify the fulfilment of the criteria. If the user cannot provide sufficient evidence, ScaleUp EU will reject the membership request or remove the user from the matchmaking platform.

#### **Specific obligations of the Users**

#### Quality of interactions

The User declares that she/he has the requisite power and authority to enter into an investment discussion on behalf of the represented organisation, without the need for any third party consents.

The User shall actively search for matchmaking opportunities. She/he shall also react reliably on contact requests from potential partners. Weak interaction indicates questionable seriousness of a User, and it will have an adverse effect on the matchmaking motivation of other Users.

Contact requests shall have as unique purpose the launch of investment discussions. Users shall not use it for other activities such as advertising of products or services.

#### Confidentiality of information

The use of identity and profile information shall be limited to the purpose of evaluating mutual interests in a matchmaking opportunity, aiming investments or any other forms of business partnerships.