



**Terms and Conditions of use for the
www.lab-bits.com website**

November 2015



Starjammer Scientific Ltd is a subsidiary of the Starjammer Group

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www.lab-bits.com

www.starjammer-scientific.com

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10% of The Starjammer Group's share of the profits generated by the Lab-Bits website goes to Great Ormond Street Childrens Hospital charity



Overview

This legal document states the only terms and conditions of business between the business entity for which you have been authorized to act for ("the Company") and Lab-Bits (A trading name of Starjammer Scientific Ltd). This applies to all individuals, companies and institutions that accept these terms and conditions, and those working for them that warrant they are legally and officially authorised to act on behalf of the company.

By using the Lab-Bits website (herein referred to as the "Service") for the auction, advertising, purchase, procurement and/or sale of used technological equipment (the "Equipment"), you are using the service, and the company, institution or organisation that you represent hereby agrees to all of the terms and conditions listed within this document.

These Terms and Conditions consists of general Terms of Usage, the Lab-Bits buyer Terms of Usage and/or Lab-Bits seller Terms of Service, all of which are applicable, depending on whether the company is a buyer and/or a seller, each of which are incorporated into these terms and conditions.



1. **Subscribership to the Lab-Bits website**

The Service is available only to business, academic, government and military research entities whose authorized representatives complete the registration form supplied on this website. Only upon full acceptance of the completed registration form supplied by the Lab-Bits website, will the entity be considered a subscriber.

2. **Introduction to Lab-Bits website and how it operates**

- 2.1 Lab-Bits has been designed to be specifically an auction/sales site for uniting subscribers seeking to sell Equipment ("Sellers") and subscribers seeking to buy that Equipment ("Buyers"). All decisions to buy and sell Equipment are made by entirely by the Company or its duly authorized agents or employees, and as such, the Company accepts full responsibility for such decisions.
- 2.2 Lab-Bits does not control the quality, compatibility, safety or legality of Equipment offered for sale or procurement, nor does it control the terms and conditions of any transaction between Buyers and Sellers. In all cases, the Company agrees:
- (i). To release Lab-Bits (its directors, shareholders employees and agents) from any and all claims, demands and/or damages, of any nature, known or unknown, arising out of or in any way connected with use of the Service (including disputes with other subscribers); and
 - (ii). To attempt to settle any disputes with other subscribers directly through arbitration via a suitable and legally recognised third party at their own cost.
- 2.3 Lab-Bits may receive fees from both Buyer and Seller as a result of auctions and sales generated by the Lab-Bits website, but is not acting as agent for either party. Lab-Bits will receive compensation in the form of the spread between an acceptable sales price by a Seller and the amount offered by a Buyer. Lab-Bits may receive remuneration from or pay remuneration to third parties that assist the facilitation of these transactions. Such remuneration, if and when it is permissible may take the form of monetary payments or reciprocal business.

3. Listing of items on Lab-Bits, Fees and percentages

- 3.1 Listing of items on the site is free for each listed item. The commission that Lab-Bits collects on each item sold and auctioned on the site is 0.5% of the final listed price, exclusive of VAT, payable on all items over £100 Sterling. For items under the £100 level, a flat fee of 2% applies.
- 3.2 Use of images must be a direct representation of the item being sold, in the condition that it is to be sold at.
- 3.3 Users must not sell or auction defamatory, illegal, misleading or duplicitous items on the site.
- 3.4 Users must also not put items on the site that are knowingly of dubious origin or that consequently will result in legal issues or facilitate criminal actions or intent.

4. Periodic revisions to the Terms and Conditions of website use

Lab-Bits retains the right to change the terms and conditions of the use of the Lab-Bits website periodically. Accordingly, once amended, those said revised Terms and Conditions will become effective upon posting.

These Terms and Conditions may not otherwise be amended by any other party, except in writing signed by both parties. In the first instance, these Terms and Conditions are considered to be non-negotiable in the first instance. The Company's continued use of our Service after the amended Terms and Conditions have been posted is taken as the Company's agreement to be bound by the amended Terms and Conditions as specified by Lab-Bits.

5. Company Account Usage and Information Security

- 5.1 Lab-Bits assigns each subscriber a username and a password to access the Service. The Company is responsible for maintaining the confidentiality of each password assigned to it, and is legally and morally responsible for all activities occurring under The Company's password.
- 5.2 The Company will indemnify and protect Lab-Bits from and against any and all claims, damages and liabilities arising as a result of the use of The Company's password.
- 5.3 The Company agrees to immediately notify Lab-Bits of any unauthorized use of the Service or The Company's password. This can be done via email: info@Lab-Bits.com.

6. Links

- 6.1 Lab-Bits, its subsidiaries and social media feeds may provide links to other websites or resources that it believes will assist or help the users of the website. The Company agrees that Lab-Bits, these subsidiaries and feeds are not responsible for such websites or resources, and does not endorse and is not in any way responsible or liable for any media, content or other materials with a commercial or information related purpose, on or available from such sites or resources.

7. Company Conduct

- 7.1 The Company agrees to refuse any participation whatsoever in illegal activities, attempts at deception or fraudulent behaviours online through the use of the Lab-Bits website:
 - (i). To abide at all times by all applicable laws and regulations, be it local, national and international law;

- (ii). To comply with all laws regarding the transmission of technical data (including encryption data) exported from the country of origin through the Service; and
 - (iii). To not to impersonate any person or entity, mislead or misrepresent The Company's affiliation with a person, entity or body of people in any way;
 - (iv). To not to use the Service for information gathering, including without limitation, financial information or preferred online behaviours about other subscribers that would constitute a prima facie advantage within a commercial or legal context.
- 7.2. The Company agrees to fully comply with all applicable export control laws, regulations, rules, and orders of the United Kingdom and all jurisdictions with which they deal with in relation to the Buyer and their country and jurisdiction of origin, and will not export, re-export, release, or transfer (collectively "export") directly or indirectly, any Equipment, or enter into any transactions, for any proscribed end-use, or to or with any proscribed country, entity, or person (wherever located), including but not limited to those entities and persons listed on any of their host country's lists denoting debarred parties, entities or foreign states.
- 7.3 The Company will not engage in bid manipulation, use an alias or decoy, or place false bids. The Company agrees to conduct themselves such that all transactions are transparent and are market-based.
- 7.4 Lab-Bits has the absolute right to cancel any sale at any time in the event it determines in its sole discretion that the sale does or may violate applicable export laws in the UK, US or any European state under the auspices of the European Union and the relevant laws involved, or subscription to any of its related internet subsidiaries and social media feeds.
- 7.5 The Company agrees not to:
- (i). Interfere with or disrupt networks connected to the Service;

Upload or distribute any files containing viruses, corrupted files or similar software or programs that may damage the operation of another's computer;
 - (ii). Use any device, software or routine to interfere with the proper functioning of the Service; or
 - (iii). Impose an unreasonable or disproportionately large load on Lab-Bits's infrastructure; or
 - (iv). Use any device, software or routine to interfere with the proper functioning of the Service.
- 7.6 Under the auspices of the Data Protection Act of 1984, the company keeps as a matter of law all information derived from the users such as, but not limited to drawings technical specifications, cleaning procedures, sales terms and conditions, internal policies which are either marked as "confidential" or verbally disclosed as confidential in confidence and will not, without Lab-Bits's prior written consent, disclose any information to any person or entity, except those officers, employees, or agents of the company who directly require the information.
- Each officer, employee, or agent to whom information is to be disclosed shall be advised by the company of the terms of these terms and conditions and shall be bound by the confidentiality and non-use obligations herein.
- 7.7 In the event that the Company posts or makes accessible communications or other materials infringing the copyrights of a third party, Lab-Bits Limited has the absolute right to terminate The Company's access to the Service in accordance with Lab-Bits's copyright infringement policy, in direct pursuance of the Digital Millennium Copyright Act. (herein referred to as Lab-Bits's copyright policy).

Lab-Bits maintains a special email address for notification of claimed infringement. All correspondence should be addressed to Lab-Bits's "Designated Agent to Receive Notification of Claimed Infringement" at info@Lab-Bits.com or at Starjammer Scientific Limited, 2 Steyning Terrace, Waterloo Road, Havant, Hants, PO9 1BJ.

Subscribers should contact Lab-Bits with complaints regarding allegedly infringing posted material with the utmost dispatch, whereupon Lab-Bits will investigate those complaints thoroughly. If any posted material is believed by Lab-Bits to violate any applicable laws, Lab-Bits Limited has the right and will consequently remove and/or disable access to such material; Lab-Bits will then notify the posting subscriber that the material has been blocked or removed in writing.

The Company acknowledges that all content presented on the Service ("Content") that is protected by copyright, trademark, and/or any other intellectual property rights or laws. The Company may not copy, distribute, reproduce or create derivative or works resembling any Content without the written consent of Lab-Bits. Lab-Bits Limited owns all media Content on its site and servers, and all data maintained on the Service with unlimited rights to use to that Content or data in any way it sees fit.

- 7.8 The company shall take all reasonable precautions in the prevention of any information from being disclosed to any unauthorized person or entity. The company understands and agrees that any use or disclosure of information that violates these terms and conditions will cause Starjammer Scientific Ltd or the rightful owner of the information in question irreparable harm and leaving it without an adequate legal remedy, shall therefore entitle Starjammer Scientific Ltd and/or the rightful owner, among all other remedies, to injunctive relief from any court having jurisdiction.
- 7.9 The Company will not buy any Equipment, parts or materials that were first made known to the Company by means of the Service. the Company will not sell any Equipment, parts, other materials or other items that was seen as part of any inspection to any prospective buyer that was introduced by Lab-Bits through the Lab-Bits website without payment of all the fees owed to Starjammer Scientific Ltd, and/or commissions or other related charges that would be rightfully payable to Starjammer Scientific Ltd had the transaction been completed through the Lab-Bits website.

8. Invalidity and Disclaimer of Warranties

The company expressly agrees that use of the service is at its sole risk. The service is provided on an "as is", "as available" basis. Starjammer Scientific Ltd hereby disclaims all warranties of any kind, whether express or implied, including but not limited to, the implied warranties by the vendor of an items fitness for purpose, title and non-infringement as well as any and all warranties arising by usage of trade, course of dealing or course of performance of the items sold or auctioned.

Starjammer Scientific Ltd makes no warranty, and hereby disclaims all warranties regarding any equipment, products or services purchased or obtained through the service, or of any transactions entered into by means of or through the service that it provides via the internet, any affiliated or adopted sites that provide our services.

Starjammer Scientific Ltd makes no warranty that the service provided with the www.lab-bits.com website will meet the requirements of the Company, or that the service will be uninterrupted, timely, secure, or error-free. Neither does Lab-Bits make any warranty as to the results that may be obtained from use of the aforementioned service supplied or in relation to the accuracy or reliability of any content, or information obtained through using the service, or that any defects found as a result of the use of the service will be corrected.

The company understands and agrees that any material or data downloaded or otherwise obtained through using the service provided by the Lab-Bits website and its associated social media feeds are solely at the company's risk and the company will be solely responsible for any damage to the company's systems or any loss of data resulting from downloading or the use of such material or data.

A number of jurisdictions do not allow the ruling out of certain warranties under various countries jurisdictions, so some of the above exclusions may not be relevant.

9. Liabilities and Legal Limitations

The Company agrees that neither Starjammer Scientific Ltd nor any director, officer, shareholder or affiliate, agent or employee of Starjammer Scientific Ltd will be liable to the Company or any third party for any or all direct, indirect, special, consequential, incidental or punitive damages including, but not limited to loss of profits or earnings, loss of any perceived business opportunities, damages, expenses, or costs incurred ("losses") resulting directly or indirectly from, The Company's use of or inability to use the Service, including without limitation, losses resulting from:

- (i). Errors, mistakes, omissions, interruptions, errors, defects, delays in operation, or any failure of the Service;
- (ii). Termination of The Company's account pursuant to the Terms and Conditions;
- (iii). Disclosure of The Company's identity for legal reasons;
- (v). The failure or alleged failure of any Equipment purchased or transferred pursuant to or by use of the Service, or failure of Equipment to perform or conform to any specifications or terms, whether published on the Service or elsewhere;
- (vi). The failure of any Seller to deliver Equipment, failure of any Buyer to pay, any delay in shipment or payment, any breach or alleged breach of any warranty, covenant or other term, express or implied, relating to any transaction;
- (vii). Acts or omissions of a third party's performance engaged by the Company to perform services, including without limitation removal, shipping and loading; or
- (iv). Any allegation, claim, suit or other proceeding based on the contention that use of the Service infringes the copyright, patent, trademark, trade secret or other intellectual property or contractual right of any third party;
- (viii). Force Majeure: Any delay or failure of the Lab-Bits website to perform due to government restriction, strikes, war, terrorism or any natural disaster or any other condition beyond Lab-Bits's control.

If, notwithstanding the foregoing exclusions and limitations, it is determined that Starjammer Scientific Ltd or its officers, directors, stockholders, agents, subsidiaries or employees for any liabilities under the Terms and Conditions, Starjammer Scientific Ltd's aggregate liability will in any circumstances be limited to the amount of fees or commissions collected by Starjammer Scientific Ltd from sales on the Lab-Bits website from the Company with respect to the transaction(s) to which the dispute pertains.

10. Indemnification

The Company agrees to indemnify, defend and hold harmless Starjammer Scientific Ltd, its subsidiaries, directors, officers, shareholders, affiliates and employees, from any claim or demand, including attorneys' fees, due to or arising out of the Company's use of the Service.

The Company's violation of these Terms and Conditions, infringement, misappropriation or other violation by the Company or any other party using The Company's password is entirely the responsibility of the Company. The Company's possession, purchase, use or transfer of Equipment (including, without limitation, personal injury or property damage related thereto), or its failure to consummate a sale, breach of any of The Company's warranties, any product or item processed or manufactured with or by Equipment, or any violation of any terms or conditions.

11. Termination and Effect

Starjammer Scientific Ltd may modify or terminate access to the Service with or without cause, at any time without liability to the Company or any third party. Termination shall be accompanied by a written or electronic notice to the other party.

Should the Company object to any of the Terms and Conditions or any subsequent modification, or, become dissatisfied with the Service, The Company's sole recourse is to terminate use of the Service, whereupon the Company's right to use the Service ceases with immediate effect and the Company acknowledges and agrees that Starjammer Scientific Ltd may immediately delete the files in The Company's account, barring further access to any such files or the Service. Starjammer Scientific Ltd may terminate The Company's password or use of the Service if the Company fails to use the Service at least once during any three month period.

Upon termination, the Company will:

- (i). Pay all outstanding fees due to Starjammer Scientific Ltd within 28 days of termination;
- (ii). Perform all of its obligations under all outstanding bids, sales, purchases or services commissioned; and
- (iii). Not disclose any information Starjammer Scientific Ltd has designated as confidential, and continue to be obligated by, on the provisions of these Terms and Conditions as it relates to transactions conducted via the Service.

12. Notices

12.1 All notices shall be in writing and may be delivered via email to info@lab-bits.com for notices to Starjammer Scientific Ltd or to the email address specified by the Company for notices to The Company, or to such other email address as a party may specify.

12.2 Alternatively, notices may be sent by prepaid postage to Lab-Bits, Starjammer Scientific Ltd, 2 Steyning Terrace, Waterloo Road, Havant, Hants, PO9 1BJ. Starjammer Scientific Ltd may also broadcast notices or messages on the Lab-Bits website, and such broadcast shall constitute notice to The Company.

13. Arbitration

Any claim or controversy arising out of or relating to these Terms and Conditions, or the breach hereof, shall be resolved by final and binding arbitration to be conducted in the County Courts of England and Wales. The arbitrators shall have no power or authority to add to or detract from the Terms and Conditions of the parties or to award punitive, exemplary, consequential, special, indirect or incidental damages except in the case where the Company violates Section 6 of these Terms and Conditions.

The authority of the arbitrators to award damages in any event is, and shall be, limited in the aggregate to the amount specified in Section 8 of these Terms and Conditions, even if the limited warranty or limitation of liability provisions set forth in these Terms and Conditions shall for any reason whatsoever be held unenforceable or inapplicable except in the case where the Company violates Section 6 of these Terms and Conditions, then no such limitation will apply.

Judgment upon the award rendered in any arbitration may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the parties reserve the right to obtain injunctive or provisional relief to compel arbitration, enforce an arbitration award, and prevent disclosure of its trade secrets or violation of its intellectual property to any external party or entity.

14. General

In the event that any provisions within these Terms and Conditions are determined to be invalid, unenforceable or void, the parties agree to allow a court or arbitrator to replace such provision with a valid provision, as similar as possible to the provision replaced. Starjammer Scientific Ltd 's failure to act with respect to a breach shall not constitute a waiver of its right to act with respect to any or all subsequent or similar breaches.

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. These Terms and Conditions and any modifications hereto made in accordance with Section 2 of these Terms and Conditions constitute the entire Terms and Conditions between the parties as to the subject matter hereof.

Nothing contained herein shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers, franchisers/franchisees, or partners for any purpose.

