

Terms and Conditions for Scircle

Effective date: December 30th, 2025

Welcome to Scircle!

These Terms and Conditions outline the rules and regulations for the use of Scircle's website, mobile application, and related services (collectively, the "Platform"), located at <https://www.scircle.ai>

By accessing this Platform, we assume you accept these Terms and Conditions. Do not continue to use Scircle if you do not agree to take all of the terms and conditions stated on this page.

Terminology

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice, and all Agreements:

- "Client", "You" and "Your" refers to you, the person logging on this website or app and compliant with the Company's terms and conditions.
- "The Company", "Ourselves", "We", "Our" and "Us", refers to Scircle (operated by SCENTIST CODE SL).
- "Party", "Parties", or "Us", refers to both the Client and ourselves.

All terms refer to the offer, acceptance, and consideration of payment necessary to undertake our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to the prevailing law of Spain.

Cookies

We employ the use of cookies. By accessing Scircle, you agree to use cookies in accordance with Scircle's Privacy Policy.

License and Sharing of Content

Unless otherwise stated, Scircle and/or its licensors own the intellectual property rights for all material on the Platform, including but not limited to the platform design, algorithms, branding, fragrance data, and **all fragrance formulas created through the Platform** (collectively, "Scircle Assets"). All rights are reserved.

Users are granted a limited, non-exclusive, worldwide license to:

- Freely use, display, and share their **own fragrance creations** (including names, images, and stories) within the Scircle community and externally (e.g., on social media platforms such as Instagram, WhatsApp, TikTok, or similar).
- Share the creations of others from the Platform, provided such sharing is **non-commercial** and consistent with the community spirit.

The following restrictions apply:

You must not, without Scircle's prior written consent:

1. Republish, sell, monetize, or otherwise exploit Scircle Assets or fragrance creations for **commercial purposes**;
2. Use or distribute content from the Platform in any way that **damages Scircle's brand reputation**;
3. Publish or distribute Scircle Assets in a way that **creates liability or legal exposure** for Scircle.

Nothing in these Terms restricts users from showcasing, posting, or sharing fragrance creations for **personal expression, inspiration, and non-commercial purposes**.

User-Generated Content

Parts of the Platform may allow users to post and exchange opinions, information, and fragrance creations. Scircle does not filter, edit, publish, or review such content prior to its presence on the Platform.

Comments and creations do not reflect the views and opinions of Scircle, its agents, and/or affiliates. To the extent permitted by applicable laws, Scircle shall not be liable for user-generated content or for any liability, damages, or expenses caused and/or suffered as a result of such content.

Scircle reserves the right to monitor all content and to remove any material deemed inappropriate, offensive, or in breach of these Terms.

Returns, Refunds & Right of Withdrawal

Due to the personalized and custom-made nature of Scircle products, **all fragrances created and/or ordered through the Platform are produced specifically according to the user's individual selections and preferences.**

No Right of Withdrawal for Personalized Products

In accordance with applicable consumer protection laws, including **Article 103(c) of Directive 2011/83/EU**, the **right of withdrawal does not apply** to goods that are made to the consumer's specifications or are clearly personalized.

As a result, **Scircle does not accept returns, cancellations, or refunds** for personalized fragrances once production has started or the product has been printed, **except in the cases expressly stated below.**

Exceptions – Defective or Incorrect Products

Scircle will offer a replacement or refund **only** in the event that:

- The product has a **technical or manufacturing defect**, or
- The product received **does not correspond to the confirmed order** due to an error attributable to Scircle, or
- The product arrives **damaged due to transportation issues.**

In such cases, users must notify Scircle **within 14 calendar days** of receiving the product, providing:

- Proof of purchase, and
- Clear photographic evidence of the defect or issue.

Scircle reserves the right to verify the claim before approving any replacement or refund.

Exclusions

Refunds or replacements will **not** be granted for:

- Dissatisfaction with scent preferences, personal taste, or subjective perception of the fragrance
- Changes of mind after purchase
- Minor variations inherent to personalized, on-demand fragrance production

Refund Method

Approved refunds, where applicable, will be issued using the **original payment method** and within a reasonable timeframe in accordance with applicable law.

Your Privacy

Please read our Privacy Policy.

Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Platform. You agree to immediately remove all links to our website upon request.

We also reserve the right to amend these Terms and Conditions and its linking policy at any time. By continuously linking to our Platform, you agree to be bound to and follow these Terms.

Removal of Links

If you find any link on our Platform that is offensive for any reason, you are free to contact and inform us at any time. We will consider requests to remove links but are not obligated to or required to respond directly.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our Platform and the use of this Platform. Nothing in this disclaimer will:

- Limit or exclude our or your liability for death or personal injury;
- Limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- Limit any of our or your liabilities in any way not permitted under applicable law; or
- Exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer:

(a) are subject to the preceding paragraph; and

(b) govern all liabilities arising under this disclaimer, including liabilities in contract, tort, and for breach of statutory duty.

As long as the website and the information and services on the Platform are provided free of charge, we will not be liable for any loss or damage of any nature.

Company Information

SCENTIST CODE SL

Spanish tax ID: ES-B21758131

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