

Terms and Conditions for Scircle

Effective date: September 13th, 2026

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 www.scircle.ai and www.app.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.

1. 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.

2. Cookies

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

3. Formulas, Ownership and Licensing

3.1 What a Formula is

For the purposes of these Terms, a **"Formula"** means the complete set of elements that together define a fragrance created through the Platform, namely:

- the ingredients used and the number of drops of each;
- the prompt or prompts submitted to create, refine or describe the fragrance;
- the Scentboard;
- the fragrance description;
- the fragrance name;
- and any other element referred to by, or generated as part of, the above.

A Formula is treated as a single, indivisible whole. Every reference to a Formula in these Terms is a reference to all of the elements listed above taken together.

3.2 Ownership

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 Formulas created through the Platform** (collectively, "Scircle Assets"). All rights are reserved.

3.3 Your licence to your own Formulas

Scircle grants you a perpetual, worldwide, non-exclusive, royalty-free licence to:

- reorder any of your Formulas through the Platform at any time;
- use, wear and enjoy the fragrances produced from them for personal purposes;
- display and share your own Formulas and the creations based on them (including names, images, Scentboards and stories) within the Scircle community and externally, for example on social media platforms such as Instagram, WhatsApp or TikTok;
- share the creations of others from the Platform, provided such sharing is **non-commercial** and consistent with the community spirit.

This licence is perpetual and survives the cancellation or termination of your membership and the closure of your account, for as long as the Platform remains available. Your Formulas remain saved to your profile in accordance with clause 5.14.

3.4 Sharing within the Scircle community

Scircle may display and share Formulas created through the Platform within the Scircle community and in Scircle's own channels, so that other users can discover them and draw inspiration from them. Where we do so, we share only the following elements:

- the fragrance description;
- the Scentboard, including the ingredients and their composition;
- the profile name of the creator.

No other element of a Formula is shared. The profile name displayed is the one you set on your account, and you may change it at any time.

3.5 What Scircle will never share

Scircle will never share, publish or disclose:

- your conversations with Aura;
- the prompts you submit to create, refine or describe a fragrance;
- your real name, email address, contact details or any other personal information associated with your account.

Scircle will not publish, sell, license or otherwise commercialise your Formula as such — that is, the complete combination of elements described in clause 3.1 — to or for third parties outside the Platform **without your prior consent**.

3.6 Use of Formulas to improve the Platform

You agree that Scircle may use Formulas created through the Platform, **in aggregated and anonymised form**, to train, develop and improve Aura, Scircle's fragrance-generation systems and the Platform generally.

Aggregated and anonymised means that the information is combined with that of other users and stripped of any data identifying you or your account, so that the result of that process cannot be attributed to you or to any single Formula, and that no individual Formula is reproduced as such.

This use does not affect the rights granted to you under clause 3.3 or the undertakings given by Scircle under clauses 3.4 and 3.5.

3.7 Commercial use

The licence granted under clause 3.3 is for **personal, non-commercial use only**. You may not produce, manufacture, sell, distribute, license or otherwise commercially exploit a Formula, or any fragrance substantially derived from it, whether through the Platform or outside it.

If you wish to commercialise a fragrance you have created, contact us at info@scirclescents.com. **Requests are assessed on a case-by-case basis** and any commercial use requires a separate written agreement with Scircle. Nothing in these Terms obliges Scircle to grant such a request.

3.8 Further restrictions

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

1. Republish, sell, monetize, or otherwise exploit Scircle Assets 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**.

4. 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.

5. Inner Scircle Membership

5.1 Overview

Inner Scircle is Scircle's optional monthly membership. It is a distance contract of indefinite duration, billed monthly in advance, and is separate from one-time purchases made on the Platform. These Terms apply to your membership in addition to all other provisions of these Terms and Conditions.

5.2 Plans and inclusions

- Curator: two (2) Sniffs (5ml each) per billing cycle.
- Collector: three (3) Sniffs (5ml each) or one (1) 20ml bottle per billing cycle, at your choice for each delivery.

Both plans include a 20% discount on any additional order placed while your membership is active and permanent storage of your fragrance formulas in your profile.

Shipping. Free standard shipping on membership deliveries and on additional orders is included for members with a delivery address in the United States or in Spain. For all other territories, shipping is charged at the rates displayed at checkout. The shipping terms applicable to your delivery address are shown at checkout before you confirm your subscription and form part of these Terms.

The plan contents, fees and inclusions displayed at checkout at the time you subscribe form part of these Terms.

5.3 Billing and automatic renewal

By subscribing, you expressly authorise Scircle to charge your selected payment method the applicable plan fee on the date you subscribe and on the corresponding day of each subsequent month. Your membership renews automatically for successive monthly periods until you cancel it or we terminate it in accordance with these Terms. Fees are charged in the currency displayed at checkout and include applicable taxes where required by law.

5.4 Introductory pricing

Where a discounted first-month fee is offered, it applies to the first billing cycle only and is limited to one use per customer, payment method and household. From the second billing cycle onwards the standard plan fee applies and will be charged automatically. We will remind you by email before the standard fee is first charged. Scircle may withdraw or modify introductory offers at any time in respect of new subscriptions.

5.5 Monthly delivery entitlements

At the start of each billing cycle we issue the delivery entitlements corresponding to your plan. To receive them, you must place your order through the Platform before the end of that cycle. You may select any of your saved formulas or create a new one.

Entitlements relate to the billing cycle in which they are issued. They do not roll over into a later cycle and cannot be exchanged for cash, transferred or refunded. Any entitlement not used before the end of its billing cycle expires.

You may create as many formulas as you wish. Your plan determines how many are produced and shipped in each billing cycle.

5.6 Reminders

Before the end of each billing cycle we will remind you by email of any entitlements remaining on your account and of the date on which they expire. Reminders are sent to the email address registered to your account, and it is your responsibility to keep that address current.

Scircle does not currently fulfil unused entitlements automatically. If we introduce automatic fulfilment, we will notify you in advance and update these Terms accordingly.

5.7 Undeliverable shipments

Where you have placed an order using an entitlement and delivery cannot be completed because of an incorrect or incomplete address, or after repeated failed delivery attempts, we will hold the order and re-ship it once you provide valid delivery details. The entitlement is treated as used and is not affected by the expiry rule in clause 5.5.

5.8 Changing plans

You may switch between plans at any time and without penalty. A change of plan takes effect at the start of your next billing cycle and does not affect entitlements already issued in the current cycle.

5.9 Skipping a month

You may skip one (1) billing cycle at a time from your account, provided you do so before that cycle begins. When you skip a cycle, no fee is charged for it and no new entitlement is issued.

Your membership resumes automatically at the start of the following billing cycle, and the applicable plan fee will be charged on that date. **Skipping applies to a single billing cycle only; it is not an open-ended suspension.** If you wish to stop your membership for longer, you must cancel it in accordance with clause 5.10.

Entitlements issued before you skip remain available until the end of the cycle in which they were issued and expire in accordance with clause 5.5. Your formulas remain saved to your profile.

5.10 Cancellation

You may cancel at any time from your account at www.app.scircle.ai or by contacting us at info@scirclescents.com, using a method no more burdensome than the one by which you subscribed.

Cancellation takes effect at the end of the billing cycle in which it is requested. Your membership remains active until that date, and any entitlement issued for that cycle remains available to you until it expires in accordance with clause 5.5. **No further charges will be made from the following billing cycle onwards.** No pro-rata refunds are given for partial billing cycles and no cancellation fee applies.

5.11 Right of withdrawal in respect of the membership

You have the right to withdraw from the membership contract within fourteen (14) days of subscribing, without giving a reason. By subscribing, you request that we begin performance of the membership immediately within that period.

- If you withdraw before any entitlement has been used and before production of a personalised fragrance has begun, we will refund the fee paid for the first billing cycle in full.
- If production of a personalised fragrance has already begun, the right of withdrawal does not apply to that fragrance, and we may retain a proportionate amount corresponding to the entitlement already used. The remainder, if any, will be refunded.

This clause is without prejudice to the exclusion of the right of withdrawal for personalised goods set out in section 6.

5.12 Failed payments

If a scheduled payment fails, we may retry the charge over a period of up to ten (10) days and will notify you. Deliveries may be suspended in the meantime. If payment has not been received

at the end of that period, we may terminate your membership. Your formulas remain saved to your profile, and you may resubscribe at the then-current standard fee.

5.13 Changes to fees

We may change plan fees or inclusions. We will give you at least thirty (30) days' prior notice by email, and the change will apply from your next billing cycle following that notice period. You may cancel at any time before the change takes effect without penalty. Continuing your membership after the effective date constitutes acceptance of the change.

5.14 Your formulas

Fragrance formulas created through the Platform remain saved to your profile, including after your membership is cancelled or terminated, and your perpetual licence under clause 3.3 continues to apply. Scircle may delete accounts that have been inactive for more than thirty-six (36) months, following at least thirty (30) days' prior notice by email.

5.15 Eligibility

Membership is available to individuals aged 18 or over with a valid delivery address in a territory in which Scircle offers the membership. Membership is for personal, non-commercial use.

5.16 Suspension and termination by Scircle

We may suspend or terminate a membership in the event of breach of these Terms, fraudulent or abusive use of discounts or introductory offers, or repeated non-payment. Where we terminate without cause, we will refund the fee for the current billing cycle on a pro-rata basis.

6. 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 16(c) of Directive 2011/83/EU and Article 103(c) of Spanish Royal Legislative Decree 1/2007, the right of withdrawal does not apply to goods that are made to the consumer's specifications or are clearly personalised.

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.

Membership deliveries

Fragrances shipped as part of an Inner Scircle membership are personalised products made to order and are subject to this section in the same way as any other order. Membership fees are governed by section 5 (Inner Scircle Membership).

7. Your Privacy

Please read our Privacy Policy.

8. 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.

Where a change to these Terms materially affects an active membership, we will give you at least thirty (30) days' prior notice by email. The change will take effect from your next billing cycle following that notice period, and you may cancel at any time before the effective date without penalty.

9. 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.

10. 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.

To the maximum extent permitted by applicable law, and without prejudice to the exclusions set out above, Scircle's total aggregate liability arising out of or in connection with the Platform, any order, or any membership shall not exceed the greater of (i) the total amount paid by you to Scircle in the twelve (12) months preceding the event giving rise to the claim, or (ii) EUR 100. Nothing in these Terms limits or excludes liability that cannot be limited or excluded under applicable law, including liability for death or personal injury, for fraud, or under mandatory consumer protection rules.

Company Information

SCENTIST CODE SL

Spanish tax ID: ES-B21758131

Ronda General Mitre 165, Ático 2, 08022 Barcelona, Spain

Contact: info@scirclescents.com

You may cancel your Inner Scircle membership at any time at www.app.scircle.ai or by writing to info@scirclescents.com