

## ESTNET CONNECT - TERMS OF USE

This page (together with the documents referred to on it) sets out the terms on which registered users may make use of the ESTnet ESTnet Connect, a password protected area of our website containing a searchable database of potential customers and suppliers who are looking to do business in Wales, available at [www.estnet.uk.net/estnet-connect.aspx](http://www.estnet.uk.net/estnet-connect.aspx) (**ESTnet Connect**).

**you** or **your** means the person, firm, company or organisation using ESTnet Connect.

Please read these terms of use carefully before you start to use ESTnet Connect. By using ESTnet Connect, you indicate that you accept these terms of use (**terms**) (as may be updated from time to time in accordance with the variations section below) and that you agree to abide by them.

If you do not agree to these terms, you will not be able to use ESTnet Connect.

### ESTNET CONNECT ACCOUNT

To be eligible to register to use ESTnet Connect, you must meet the following criteria: (1) you are 18 years of age or older; (2) you are not currently restricted from using ESTnet Connect, or not otherwise prohibited from having a ESTnet Connect account ; (3) you have full power and authority to enter into these terms; (4) you will not infringe any rights of ours or our licensees, including intellectual property rights such as copyright or trademark rights; and (5) agree to provide at your cost all equipment, software, and internet access necessary to use ESTnet Connect.

We reserve the right to refuse access to ESTnet Connect at our sole discretion and without reason.

### ACCESSING ESTNET CONNECT

Access to ESTnet Connect is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide without notice. We will not be liable if for any reason ESTnet Connect is unavailable at any time or for any period.

Access to ESTnet Connect is free of charge. However, from time to time, we may restrict access to some parts of ESTnet Connect, or all of ESTnet Connect, to ESTnet Members who have registered with us.

As part of the registration process, you will choose or will be provided with a username and password as part of our security procedures, you must (1) keep such information secure and confidential; (2) not permit others to use your registered user account; (3) refrain from using other registered users accounts; (4) refrain from selling, trading, or otherwise transferring your registered user account to another party; and (5) refrain from charging anyone for access to any part of ESTnet Connect, or any information found on ESTnet Connect.

We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using ESTnet Connect, you must comply with the provisions of our acceptable use policy set out below.

You are responsible for and shall indemnify us in respect of and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with anything that happens through your registered user account until you close down your account or prove that your account security was compromised due to no fault of your own.

#### **SHARING MATERIAL IN ESTNET CONNECT**

Registered users may create a limited profile page in ESTnet Connect for their firm, company or organisation. ESTnet Members shall have the ability to create a complete profile.

You are required to update your profile in ESTnet Connect regularly. Each firm, company or organisation using ESTnet Connect must appoint a ESTnet Connect contact (**ESTnet Connect Contact**). ESTnet Connect Contact shall have an administration account and only that person shall be permitted to amend or edit the firm, company or organisation's profile page in ESTnet Connect.

Whenever you make use of a feature that allows you to upload material to ESTnet Connect, or to make contact with other ESTnet Members in ESTnet Connect, you must comply with the content standards set out in our acceptable use policy set out below. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you post, upload or link to ESTnet Connect will be considered non-confidential and you grant us a non-exclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sub licensable, fully paid and royalty free licence to have the right to use, copy, disclose to third parties, make derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use for commercial and non-commercial purposes in any way now known or hereafter invented any intellectual property rights in such material.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other registered user in ESTnet Connect.

We have the right to remove any material or posting you make in ESTnet Connect if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy set out below.

#### **OUR RIGHTS**

We are the owner or the licensee of all intellectual property rights in ESTnet Connect, and in the material published in it. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from ESTnet Connect for your personal reference and you may draw the attention of others within your organisation to material posted in ESTnet Connect.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way.

You must not use any part of the materials in ESTnet Connect for commercial purposes without obtaining a licence to do so from us.

If you print off, copy or download any part of ESTnet Connect in breach of these terms of use, your right to use ESTnet Connect will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted in ESTnet Connect are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any ESTnet Member in ESTnet Connect, or by anyone who may be informed of any of its contents.

## **OUR LIABILITY**

The information and materials displayed in ESTnet Connect are provided without any guarantees, conditions or warranties as to their accuracy. To the extent permitted by law, we hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, indirect or consequential loss or damage incurred by any ESTnet Member in connection with ESTnet Connect or in connection with the use, inability to use, or results of the use of ESTnet Connect, any websites linked to it and any materials posted on it; and
- any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and
  - whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable,

incurred by any ESTnet Member in connection with ESTnet Connect or in connection with the use, inability to use, or results of the use of ESTnet Connect, any websites linked to it and any materials posted on it.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **YOUR ACCOUNT**

You may close your registered user account at any time for any reason by contacting us on [\*\*avril.lewis@estnet.uk.net\*\*](mailto:avril.lewis@estnet.uk.net)

We may close or suspend your registered user account at any time without reason with or without notice. If we close your registered user account, this means disabling your access to ESTnet Connect and we reserve the right to ban you from using ESTnet Connect in the future. The terms of use shall survive termination of any agreement between us and you.

## **INFORMATION ABOUT YOU AND YOUR VISITS TO ESTNET CONNECT**

We process information about you in accordance with our privacy [policy](http://estnet.uk.net/privacy-policy/) <http://estnet.uk.net/privacy-policy/> By using ESTnet Connect, you consent to such processing and you warrant that all data provided by you is accurate.

## **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse ESTnet Connect by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to ESTnet Connect, the server on which ESTnet Connect is stored or any server, computer or database connected to ESTnet Connect. You must not attack ESTnet Connect via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use ESTnet Connect will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of ESTnet Connect or to your downloading of any material posted on it, or on any website linked to it.

## **LINKING TO ESTNET CONNECT**

Our site must not be framed on any other site nor may you create a link to any part of ESTnet Connect.

If you wish to make any use of material in ESTnet Connect other than that set out above, please address your request to **[avril.lewis@estnet.uk.net](mailto:avril.lewis@estnet.uk.net)**

## **LINKS FROM ESTNET CONNECT**

Where ESTnet Connect contains links to other sites and resources provided by ESTnet Members or third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **OTHER**

These terms of use make up the entire agreement between you and us regarding ESTnet Connect and supersedes any prior agreements.

If any particular term or provision of these terms of use is found to be unenforceable, the remaining terms will remain in full force and effect.

You will not transfer any of your rights or obligations under these terms to anyone else without our written consent.

All of our rights and obligations under these terms may be assigned by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

## **VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere in ESTnet Connect.

## **JURISDICTION AND APPLICABLE LAW**

The courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, a visit to ESTnet Connect although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

## **YOUR CONCERNS**

If you have any concerns about material which appears in ESTnet Connect, please contact **avril.lewis@estnet.uk.net**

## **ACCEPTABLE USE POLICY**

This acceptable use policy sets out the terms between you and us under which you may use ESTnet Connect and applies to all registered user accounts using ESTnet Connect.

Your use of ESTnet Connect means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of use set out above.

## **PROHIBITED USES**

You may use ESTnet Connect only for lawful purposes. You may not use ESTnet Connect:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to download, reproduce, duplicate, copy or re-sell any part of ESTnet Connect in contravention of the provisions of our terms of use.
- To keep your contact information accurate and up-to-date.
- Not to transfer your registered user account without first obtaining our written consent.

- Not to modify, create derivative works of, decompile or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source licence or you have first obtained our written consent.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of ESTnet Connect;
  - any equipment or network on which ESTnet Connect is stored;
  - any software used in the provision of ESTnet Connect; or
  - any equipment or network or software owned or used by any third party.

## **INTERACTIVE SERVICES**

We may from time to time provide interactive services in ESTnet Connect, including, without limitation Members profile pages (**interactive services**).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for members from third parties when they use any interactive service provided in ESTnet Connect, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide in ESTnet Connect, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a member in contravention of our content standards, whether the service is moderated or not.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to ESTnet Connect (**contributions**), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as to the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.

- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us or other ESTnet Members, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

#### **SUSPENSION AND TERMINATION**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of ESTnet Connect. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use ESTnet Connect, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use ESTnet Connect.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to ESTnet Connect.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **CHANGES TO THE ACCEPTABLE USE POLICY**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere in ESTnet Connect.