

TERMS OF USE

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INTRODUCTION

These terms and conditions ("Terms of Use") govern your use of our website, and also our social media pages (and in the case of our social media pages these Terms of Use shall incorporate the terms and conditions of the social media service provider).

By using our website, and/ or our social media pages ("our website") you accept these Terms of Use in full; accordingly, if you disagree with these terms of use or any part of these Terms of Use, you must not use our website.

If you register to join Alumni Union, submit any material to our website or use any of our website services, you must agree to these Terms of Use and by joining, submitting any material or using our website and or any of our services you confirm your agreement to the whole of these Terms of Use.

You must be at least 18 years of age to use our website; and by using our website or agreeing to these Terms of Use, you warrant and represent to us that you are at least 18 years of age.

Our website uses cookies; by using our website or agreeing to these Terms of Use, you consent to our use of cookies in accordance with the terms of our Privacy and Cookies Policy.

COPYRIGHT NOTICE

Copyright (c) 2016-2018 Alumni Union Limited

Subject to the express provisions of these Terms of Use:

- we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
- all the copyright and other intellectual property rights in our website and the material on our website are reserved.

LICENCE TO USE WEBSITE

You may use our website as a visitor (and if you are a member, as a member) to:

- shares pages and/ or our newsletters and bulletins with other people;
- view pages from our website in a web browser;
- download pages from our website for caching in a web browser;
- print pages from our website;
- stream audio and video files from our website;
- use links that we provide on our website from time to time for the purpose of visiting the websites of other companies and businesses.

subject to the other provisions of these Terms of Use and if you are a member subject also to our Member Terms.

Except as expressly permitted by Paragraph 3.1 or the other provisions of these Terms of Use, you must not download any material from our website or save any such material to your computer.

You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

Except as expressly permitted by these Terms of Use you must not edit or otherwise modify any material on our website.

You may forward links to pages on our website to other people that you think may be interested in joining Alumni Union.

You may use any "like" or similar social media options offered to you on our website to share the details with other people you consider may be interested in membership of Alumni Union. You may redistribute our newsletter in print and electronic form to any person.

Except as explained in paragraphs 3.1 a), 3.5 or 3.6 you must not:

- republish material from our website (including republication on another website);
- sell, rent or sub-license material from our website;
- show any material from our website in public;
- reproduce, duplicate, copy or otherwise exploit material from our website for a commercial purpose; or
- redistribute material from our website.

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

TERMS OF USE

ACCEPTABLE USE

You must not:

- use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- access or otherwise interact with our website using any robot, spider or other automated means;
- violate the directives set out in the robots.txt file for our website; or
- use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

You must not use data collected from our website to contact individuals, companies or other persons or entities.

You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

REGISTRATION AND MEMBERSHIP

To be eligible for membership you must be at least 18 years of age.

You may register for membership by completing and submitting the registration form and agreeing to our Member Terms.

You must notify us in writing immediately if you become aware of any unauthorised use of your membership account.

You must not use any other person's membership account to access the website.

YOUR PUBLIC CONTENT: LICENCE

In these Terms of Use, "your public content" means anything which you upload or post to any publicly available parts of this website, such as discussion board or any group forum that is open to you and also other members of the public visiting the website, or other members of Alumni Union. This paragraph does not deal with the personal data you upload to the website in relation to your own membership account. (That is dealt with in our Privacy and Cookies Policy). Your public content includes such materials that you upload or post whether in text or graphic or audio or other medium or form.

By uploading and or posting your public content you immediately grant to us (and appropriate our business partners and service providers who support the operation of this website) a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your public content on this website and related sites and publications.

You hereby waive all your moral rights in your public content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

Without prejudice to our other rights under these Terms of Use, if you breach any provision of these Terms of Use in any way, or if we reasonably suspect that you have breached these Terms of Use in any way, we may delete, remove or edit any or all of your public content.

YOUR PUBLIC CONTENT AND YOUR CONTENT: RULES

In relation to this paragraph these rules apply to ALL OF YOUR CONTENT (both your public content and your private content (information uploaded by you in relation to your membership account which is not public content)).

You warrant and represent that you will only post or upload or submit content on or to our website where you are invited to do so and that if and when you do so all of your public content will comply with these Terms of Use.

Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

TERMS OF USE

Your content, and the use of your content by us in accordance with these Terms of Use, must not:

- be libellous or maliciously false;
- be obscene or indecent;
- infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- infringe any right of confidence, right of privacy or right under data protection legislation;
- constitute negligent advice or contain any negligent statement;
- constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- be in contempt of any court, or in breach of any court order;
- be in breach of racial or religious hatred or discrimination legislation;
- be blasphemous;
- be in breach of official secrets legislation;
- be in breach of any contractual obligation owed to any person;
- depict violence, in an explicit, graphic or gratuitous manner;
- be pornographic, lewd, suggestive or sexually explicit;
- be untrue, false, inaccurate or misleading;
- consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- constitute spam;
- be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- cause annoyance, inconvenience or needless anxiety to any person.

VIRUSES

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software.

You must not misuse our website 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 our website, the server on which our website is stored or any server, computer or database connected to our site. You must not attack our site 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 our website will cease immediately.

THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITE

Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

LIMITED WARRANTIES

We do not warrant or represent: the completeness or accuracy of the information published on our website; or that the material on the website is up to date; or that the website or any service on the website will remain available; or the completeness or accuracy of the information published on and / or any other aspect of any website or social media pages of any other party to which we provide a link from our website from time to time.

We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent that these Terms of Use expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

To the maximum extent permitted by applicable law and subject to Paragraph 13.1, we exclude all representations and warranties relating to the subject matter of these Terms of Use, our website and the use of our website.

TERMS OF USE

LIMITATIONS AND EXCLUSIONS OF LIABILITY

- Nothing in these Terms of Use will limit or exclude any liability in any way that is not permitted under applicable law, in particular it will not limit or exclude liability for death or personal injury resulting from our negligence.
- The limitations and exclusions of liability set out in this Paragraph 9 and elsewhere in these Terms of Use are subject to Paragraph 11.1; and govern all liabilities arising under these Terms of Use or relating to the subject matter of these Terms of Use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- We will not be liable to you in respect of any loss or corruption of any data, database or software.
- We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these Terms of Use (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

BREACHES OF THESE TERMS OF USE

Without prejudice to our other rights under these Terms of Use if you breach these Terms of Use in any way, or if we reasonably suspect that you have breached these Terms of Use in any way, we may:

- send you one or more formal warnings;
- temporarily suspend your access to our website;
- permanently prohibit you from accessing our website;
- block computers using your IP address from accessing our website;
- contact any or all your internet service providers and request that they block your access to our website;
- commence legal action against you, whether for breach of contract or otherwise; and/or
- suspend or delete your account on our website.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

GENERAL TERMS

We may revise these Terms of Use from time to time.

The revised Terms of Use will apply to the use of our website from the date of their publication on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of the Terms of Use. We advise you to check the Terms of Use periodically, as you will be bound by the version posted on the website on each occasion that you use the website. If at any time you do not agree to the revised Terms of Use, you must stop using our website.

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms of Use.

You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms of Use.

If a provision of these Terms of Use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of these Terms of Use would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

These Terms of Use are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.

The exercise of the parties' rights under these Terms of Use is not subject to the consent of any third party.

Subject to Paragraph 11.1, and paragraph 13.8 these Terms of Use plus our Privacy and Cookies Policy and if you are a member, also our Member Terms constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

TERMS OF USE

If you use our site as a member and any part of the Member Terms conflict with these Terms of Use or the Privacy Policy then the Member Terms will prevail in relation to your relationship with us as a member.

These Terms of Use shall be governed by and construed in accordance with English law.

Any disputes relating to these Terms of Use shall be subject to the exclusive jurisdiction of the courts of England. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

OUR DETAILS

This website is owned and operated by Alumni Union Limited.

We are registered in England and Wales under registration number 09958050 and our registered office is at Kemp House, 152-160 City Road, London, EC1V 2NX.

You can contact us by writing to the business address given above, by using our website contact form, by email to membership@alumniunion.co.