

TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms on which you may make use of our website www.warwick.ac.uk/go/ngrf/lmimodule ("our site"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Please note that some services offered on our website are subject to additional terms and conditions that supplement or vary these terms of use. Where additional terms apply, it will be clearly stated on the appropriate webpage. In the event of any discrepancy between these terms of use and the terms and conditions applying to any specific service, the terms and conditions that apply to the service in question will prevail.

Information about you will be processed in accordance with the applicable Privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

1. INFORMATION ABOUT US

www.warwick.ac.uk/go/ngrf/lmimodule is a site operated on behalf of the Institute for Employment Research, at the University of Warwick. Our administrative office at The University of Warwick, Kirby Corner Road, Coventry, CV4 8UW.

2. ACCESSING OUR SITE

- 2.1 Access to our site is permitted when we make it available, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.
- 2.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.
- 2.3 If you choose, or are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code 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.
- 2.4 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

3. ACCEPTABLE USE

3.1 Prohibited Uses

- 3.1.1 You may use our site only for lawful purposes.
- 3.1.2 You may not use our site:
 - (a) in any way that breaches any applicable local, national or international law or regulation;
 - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - (c) for the purpose of harming or attempting to harm minors in any way;
 - (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;

- (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - (f) 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.
- 3.1.3 You also agree not to access without authority, interfere with, damage or disrupt:
- (a) any part of our site;
 - (b) any equipment or network on which our site is stored;
 - (c) any software used in the provision of our site; or
 - (d) any equipment or network or software owned or used by any third party.
- 3.2 Suspension and Termination**
- 3.2.1 We will determine, in our discretion, whether there has been a breach of these acceptable use terms through your use of our site. When a breach of these terms has occurred, we may take such action as we deem appropriate.
- 3.2.2 Failure to comply with these acceptable use terms constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
- (a) immediate, temporary or permanent withdrawal of your right to use our site without notice;
 - (b) immediate, temporary or permanent removal of any posting or material uploaded by you to our site without notice;
 - (c) issue of a warning to you;
 - (d) 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;
 - (e) further legal action against you; and/or
 - (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 3.2.3 The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.
- 3.3 Changes to Terms of Acceptable Use**
- We may revise these acceptable use terms 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.
- 4. INTELLECTUAL PROPERTY RIGHTS**
- 4.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

- 4.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 4.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 4.5 You must not use any part of the materials or data on our site for commercial or other purposes in which the digital content is presented or disseminated to users not covered under either the single-user or multi-user licence agreement without obtaining a licence to do so from us or our licensors. Such requests can be made in writing to guidance.research@warwick.ac.uk.
- 4.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5. RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site 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 visitor to our site, or by anyone who may be informed of any of its contents.

6. OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

7. OUR LIABILITY

- 7.1 The material displayed on our site is provided without any guarantees, conditions, representations or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:
 - 7.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
 - 7.1.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including:
 - (a) loss of income or revenue;
 - (b) loss of business;
 - (c) loss of profits or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of data;
 - (f) loss of goodwill;
 - (g) wasted management or office time; and

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

- 7.2 Nothing in these terms limits our liability for death or personal injury caused by our negligence or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor for any other matter for which it would be illegal for us to limit, exclude or attempt to limit or exclude our liability.

8. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

Information about you will be processed in accordance with the applicable Privacy Policy <http://www.warwick.ac.uk/go/ngrf/lmimodule/user-docs>. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

9. UPLOADING MATERIAL TO OUR SITE

- 9.1 Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the acceptable use content standards set out above in Clause 3. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.
- 9.2 By posting any content on our website (including any text, photographs, graphics, video or audio), you agree to give us permission to use that content free of charge in any way subject to our privacy policy (including modifying or adapting it for editorial reasons) in any media worldwide.
- 9.3 Copyright in any content you post on our website will remain with you and the permission you give to us in Clause 4.1 is not exclusive, so you can continue to use the material in any way you like and to allow others to use it.
- 9.4 If you do not want to give us permission to use the content you post, please do not contribute to our website.
- 9.5 You confirm that any content you post on our website is your own original work and/or that you have the right to give us permission to use it.
- 9.6 Any material you upload to our site will be considered non-confidential and we will also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 9.7 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 user of our site.
- 9.8 We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the acceptable use set out above in Clause 3.
- 9.9 We will not be responsible for any outcome that results from the visibility of personal data on our website. You responsible for your personal configuration and decision to reveal personal data.

10. VIRUSES, HACKING AND OTHER OFFENCES

- 10.1 You must not misuse our site 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 site, the server on which our site 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 distributed denial-of-service attack.

- 10.2 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 site will cease immediately.
- 10.3 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 our site or to your downloading of any material posted on it, or on any website linked to it.

11. LINKING TO OUR SITE

- 11.1 You may link to our home page, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 11.2 You must not establish a link from any website that is not owned by you.
- 11.3 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the acceptable use contents standards set out above in Clause 3.
- 11.4 If you wish to make any use of material on our site other than that set out above, please address your email request to guidance.research@warwick.ac.uk.

12. LINKS FROM OUR SITE

Where our site 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 and, subject to Clause 7.2 above, we accept no responsibility for them or for any loss or damage that may arise from your use of them.

13. GENERAL TERMS

- 13.1 If any part of these terms of use is unenforceable, this will not affect the enforceability of any other part.
- 13.2 These terms of use, together with any document referred to in these terms, constitute the whole agreement between you and us.
- 13.3 These terms of use are governed by English law. All disputes over or claims arising from or related to a visit to our website or to these terms of use will be subject to the exclusive jurisdiction of the English Courts, although we retain the right to bring proceedings against you for breaking these terms of use in your country of residence or any other relevant country.
- 13.4 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 on our site.]

14. CONTACT

If you have any concerns about material which appears on our site, please contact guidance.research@warwick.ac.uk.