

KDVI LIMITED - WEBSITE TERMS & CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING OUR WEBSITE.

These terms and conditions of use (together with the documents expressly referred to in it) (the “**Agreement**”) govern the relationship between you and KDVI Limited, a company incorporated and registered in England and Wales (company number: 07295422) with its registered office at 45 Pall Mall, London, SW1Y 5JG, United Kingdom (the “**KDVI**”, “**we**” or “**us**”) for the use of our website, www.kdvi.com (the “**Website**”). Where you are using Survey Services or the Professional Development Programme Services made available on the Website, the terms and conditions at [Legal Centre](#) shall apply.

By using the Website, you confirm that you accept all of the terms and conditions contained in this Agreement and agree to comply with them. We recommend that you store a copy of this Agreement for your records.

If you do not agree to the terms of this Agreement, please refrain from using the Website.

This Agreement is provided to you and concluded in English. Our VAT number is: GB 115 0104 82.

1. **Other Applicable Terms**

- 1.1 This Agreement refers to the following additional terms, which also apply to your use of the Website:
- a) our privacy policy at [Legal Centre](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you agree to the processing activities described in our privacy policy; and
 - b) our cookie policy at [Legal Centre](#), which sets out information about the cookies on the Website.

2. **Changes to this Agreement**

- 2.1 We may amend this Agreement from time to time and we may do so without giving you any prior notice. You are expected to check this page to take notice of any changes we make, as they are legally binding on you. By using our Website after the date of amendment of this Agreement you are deemed to have agreed to the amendments to this Agreement. The new version of the Agreement will replace the old version.

3. **Accessing the Website**

- 3.1. Access to the Website is permitted on a temporary basis and we reserve the right to withdraw or amend the services we provide on the Website without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period.
- 3.2. From time to time, we may restrict access to some parts of the services, or the entire Website, to users who have registered with us.
- 3.3. You are responsible for making all arrangements necessary for you to have access to the Website.
- 3.4. You must not misuse the website in breach of clause 7.1, clause 7.2, and clause 7.3. If you breach clauses 7.1(g), 7.1(i), or 7.1(j), you will be committing 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, we reserve the right to immediately cease your right to use the Website.

4. Interactive Services

- 4.1. We may from time to time provide interactive services on our Website (“interactive services”).
- 4.2. 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).
- 4.3. We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Website, 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 on our Website, and we expressly exclude our liability.

5. No Warranty

- 5.1 Use of the Website is at your own risk. The Website is provided on an “as is” basis. KDVI does not warrant or guarantee that the Website and all or part of its contents will be always available or that its use will not be interrupted.
- 5.2 You acknowledge that the Website and any content on the Website may not be free of bugs or errors and you agree that the existence of any errors shall not constitute a breach of this Agreement.
- 5.3 You acknowledge and agree that information included on the Website should be used as a guide only and may not be accurate, complete, or up-to-date.
- 5.4 KDVI makes no representations, warranties or guarantees in relation to the Website or any services made available via the Website, and KDVI disclaims all liability and responsibility whatsoever arising from any reliance placed on such information or materials by you or by anyone who may be informed of any of the Website’s contents.

6. Changes to the Website

- 6.1 We may update the Website from time to time, and may change the content at any time. However, please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it.

7. Warranties, Undertakings and Indemnity

- 7.1 When using the Website, you represent, warrant and undertake to KDVI:
 - a) that all the information you provide to KDVI is true and accurate to the best of your knowledge and belief;
 - b) that you will comply with all applicable local, national, and international laws and regulations;

- c) not to use the Website or any of the services provided on it in any unlawful or fraudulent manner or in a manner which promotes or encourages illegal activity or has any unlawful or fraudulent purpose or effect;
- d) not to use the Website for the purpose of harming or attempting to harm minors in any way;
- e) not to act in a manner or send, knowingly receive, upload, download, use or re-use any content which does not comply with our Content Standards set out in clause 7.2;
- f) not to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- g) not 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;
- h) not to use an anonymising proxy;
- i) not to attack the Website via a denial-of-service attack or a distributed denial-of service attack;
- j) not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of the provisions of this Agreement;
- k) not to attempt to gain unauthorised access to, interfere with, damage, or disrupt the Website, any of the services made available on the Website, or any networks, servers, equipment, software, or computer systems connected to the Website, (together the activities described in clause 7.1(c) – (k) (inclusive) the “Restricted Activities”).

7.2 You undertake to comply with the spirit and the letter of the content standards outlined in this clause 7.2 (“Content Standards”). The Content Standards apply to any and all material which you contribute to our Website (“Contributions”), to each part of any Contribution and to its whole, and to any interactive services associated with it. Contributions must:

- a) be accurate (where they state facts);
- b) be genuinely held (where they state opinions);
- c) comply with applicable law in the UK and in any country from which they are posted;
- d) not contain any material which is defamatory of any person;
- e) not contain any material which is obscene, offensive, hateful or inflammatory;
- f) not promote sexually explicit material;
- g) not promote violence;
- h) not promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- i) not infringe any copyright, database right or trade mark of any other person;
- j) not be likely to deceive any person;
- k) not be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- l) not promote any illegal activity;
- m) not be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety;
- n) not be likely to harass, upset, embarrass, alarm or annoy any other person;
- o) not be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- p) not give the impression that they emanate from us, if this is not the case; and/or

- q) not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

7.3 Except as expressly set out in this Agreement or as permitted by any local law, you undertake:

- a) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Website, any of the services made available on it, or your access to the Website;
- b) not to engage in any of the Restricted Activities, nor control an account that is linked to any of the Restricted Activities;
- c) not to make alterations to, or modifications of, the whole or any part of the Website nor permit the Website or any part of it to be combined with, or become incorporated in, any other programs or websites;
- d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Website;
- e) to include the copyright notice of KDVI on all entire and partial copies of the Website in any form; or
- f) not to provide, or otherwise make available, the Website or any of the services available on the Website in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from KDVI.

7.4 Notwithstanding clause 7.1, 7.2, and 7.3, you agree to indemnify us in full and on demand from and against any loss, damage, costs or expenses which KDVI suffers or incurs directly or indirectly as a result of your use of the Website otherwise than in accordance with this Agreement or any applicable laws.

8. Intellectual Property Rights

8.1 We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it, this includes all images, text, music, videos and any other content you might see (together, "Website Material"). All of the original content, features, and functionality on our Website, including the name of our Company and our logo are protected by copyright, trademark and other proprietary rights and owned by KDVI, our relevant group companies or third party partners of KDVI.

8.2 Your right to access our Website and/or use our services does not include any right to:

- a) modify, alter, reproduce, copy or resell any Website Material;
- b) create additional translations of any Website Material;
- c) create any other derivative work from the Website Material;
- d) use any part of the Website Material for commercial purposes, including promotional use without our express written consent;
- e) delete or augment the Website Material;
- f) rent, loan, lease, sublicense or transfer the Website Material to third parties;
- g) bypass any measures used by us or our partners to prevent or restrict access; or
- h) upload, post, reproduce or distribute Website Material in any way.



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- 8.3 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.
- 8.4 Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.
- 8.5 You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 8.6 If you breach any of the terms in this clause 8, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. Uploading Content to the Website

- 9.1 Whenever you make use of a feature that allows you to upload content to the Website, or to make contact with other users of the Website, you must comply with the Content Standards set out in clause 7.2.
- 9.2 You warrant that any such Contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.
- 9.3 By uploading or posting content to the Website, you:
- a) initiate an automated process to direct KDVI to store the content on its servers, and, except for personal information that you provide to KDVI, authorise the use, reproduction, transmission, distribution, public display, public performance, making available and other communication to the public of the content by KDVI on the Website;
 - b) subject to clause 7.3, hereby grant to KDVI a perpetual, worldwide, non-exclusive, transferable, royalty free and fully paid licence to, without limitation, use, sub-licence, copy, repost, transmit or otherwise distribute, publicly display, publicly perform, adapt, prepare derivative works of, compile, make available and otherwise communicate to the public the content in accordance with your instruction; and
 - c) acknowledge that, except in relation to personal information that you provide to us, content you upload for other users to view will be considered non-confidential and non-proprietary, and KDVI will have the right to use, copy, distribute and disclose to third parties any such content for any purpose.
- 9.4 If you provide personal information by filling in forms on our Website (and you do not publicly post such information on our Website), we will only use this information in accordance with the terms of our privacy policy.
- 9.5 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.



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- 9.6 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user on the Website.
- 9.7 We have the right to remove any posting you make on the Website if, in our opinion, your post does not comply with the Content Standards set out in clause 7.2.
- 9.8 The views expressed by other users on the Website do not represent our views or values.

10. Account Rules

- 10.1 When you create an account with us, you must provide us information that is accurate, complete, and current at all times. If you fail to do so, we may immediately terminate your account on our Website.
- 10.2 You are responsible for safeguarding any user identification code or password that you use to access the Website and for any activities or actions under your user identification code or password, whether your user identification code or password is with our Website or a third-party service.
- 10.3 You agree not to disclose your user identification code or password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.
- 10.4 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 this Agreement.
- 10.5 We may terminate or suspend your account immediately without notice for any reason, including but not limited to your breach of this Agreement.
- 10.6 If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at info@kdvi.com.

11. The Company's Liability

- 11.1 Nothing in this Agreement excludes or limits our liability to you for death or personal injury, fraud or fraudulent misrepresentation, and where it would otherwise be unlawful to do so.
- 11.2 Subject to the above, we exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any Content and will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- a) use of, or inability to use, our Website;
 - b) use of or reliance on any content displayed on our Website;

- c) the content of websites linked on the Website (such links should not be interpreted as endorsement by us of those linked websites); or
- d) a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

11.3 In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

11.4 Subject to clauses 11.2 and 11.3, KDVI's maximum aggregate liability under or in connection with this Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500.

12. Linking to the Website

12.1 You may link to the Website, provided 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.

12.2 The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.

13. Communications

13.1 We are required to provide certain information to you in writing. By using the Website, you agree that we can communicate with you electronically either by email or by posting notices on the Website.

14. Governing Law and Jurisdiction

14.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 Any dispute or claim arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

15. Contact Us

To contact us, please e-mail info@kdvi.com.