Terms & Conditions

PORTAL TERMS OF ACCESS AND USE

THIS AGREEMENT is entered into between you (the "User") and the City & Guilds of London Institute ("City & Guilds") and sets out the terms and conditions for your access and use of the pages of the Portal of City & Guilds at URL http://www.smartscreen.co.uk (the "Portal"). Please take a moment to read these terms and conditions carefully.

By accessing and using this Portal you acknowledge that you agree to be bound by the terms and conditions set out below. If you do not wish to be bound by these terms and conditions you should not access or use this Portal.

These terms and conditions may be updated by City & Guilds in their absolute discretion from time to time without notice to you.

1. INTELLECTUAL PROPERTY RIGHTS

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2. ACCESS RESTRICTION

You acknowledge that City & Guilds has no obligation to provide the Portal to you or to ensure that you are able to access or use the Portal. City & Guilds reserves the right in its absolute discretion and without notice to you to deny you access to all or part of the Portal or to terminate or suspend all or part of the Portal or any relationship you may have with it at any time.

3. USE OF ONLINE COMMUNITIES

The Portal may contain bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities (collectively called "Communities"). You agree to use the Communities only to send and receive messages and material that are proper and related to the particular forum. By way of example, and not as a limitation, you agree that when using a Community, you will not:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights to them or have received all necessary consents;
- upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- advertise or offer to sell any goods or services for any commercial purpose;
- conduct or forward surveys, contests, pyramid schemes or chain letters;
- download any file posted by another user of a forum that you know, or reasonably should know, cannot be legally distributed in that way;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; and
- restrict or inhibit any other User from using and enjoying the Communities.

City & Guilds reserves the right in its absolute discretion to terminate or suspend your access to any or all of the Communities at any time without notice to you.

City & Guilds has no obligation to monitor the Communities. However, City & Guilds reserves the right in its absolute discretion at all times to edit, refuse to post or to remove any information or materials, in whole or in part, and disclose any information or materials necessary to satisfy any applicable law, regulation, legal process or governmental request.

You acknowledge that all Communities are public and not private communications, and therefore that your communications may be read by others without your knowledge. Always use caution when giving out any personally identifying information in any Community. City & Guilds does not control or endorse the content, messages or information found in any Community and specifically disclaims any liability with regard to the Communities and any actions resulting from your participation in any Community. Forum managers and hosts are not authorised to speak for City & Guilds, and their views do not necessarily reflect those of City & Guilds.

By posting messages, uploading files, inputting data, or engaging in any other form of communication through this Portal, you are granting City & Guilds permission to:

- use, modify, copy, distribute, transmit, publicly display, publicly perform, reproduce, publish, sublicense, create derivative works from, transfer, or sell the communication; and
- sub-license or sub-contract to third parties the unrestricted right to exercise any of these rights.

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4. WARRANTIES

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5. LIABILITY DISCLAIMER

You agree that you use the Portal entirely at your own risk.

City & Guilds shall not be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising from the use or access of, or inability to use or access, interruption or availability of this Portal, its operation or transmission, the provision of or failure to provide information or for any information, software, products, services and related graphics obtained through this Portal, or otherwise arising out of the use of this Portal, whether based on a contract, tort, strict liability or otherwise, even if City & Guilds has been advised of the possibility of damages.

If you are dissatisfied with any part of this Portal or with any of these terms and conditions of use, your sole remedy except as specifically provided in these terms and conditions, is to discontinue using this Portal.

6. OUR USE OF YOUR PERSONAL DETAILS

Your personal privacy is important to City & Guilds. City & Guilds will not disclose any personal information that you choose to supply to it to any person except in accordance with your wishes as indicated by you on the User registration page. You agree that any information that you disclose to City & Guilds including without limitation your title, name, surname, e-mail address, post code and other relevant data relating to you can be stored by City & Guilds in order to verify your identity whenever you revisit the Portal.

7. LINKS TO THIRD PARTY PORTALS

This Portal contains links to websites operated by parties other than City & Guilds ("Third Party Websites"). These links are provided for your convenience only. City & Guilds does not control the Third Party Websites, and is not responsible or liable for the content thereof or any links contained in the Third Party Websites or any changes or updates to such Websites. The provision by City & Guilds of a link to a Third Party Website does not constitute any authorisation by City & Guilds to you to access material held at that location nor is it evidence of any endorsement or approval by City & Guilds of the material held there. City & Guilds accepts no responsibility or liability for the accuracy, copyright compliance, legality, decency of any information or the privacy of your personal information on such Websites, as these are beyond the control of City & Guilds.

You agree that you will not arrange for any Third Party Website to be connected to any part of the Portal by way of hyperlink or otherwise without the prior written consent of City & Guilds.

8. GENERAL

Use of this Portal is subject to the laws of England and Wales, and the exclusive jurisdiction of the English Courts.

No information on this Portal constitutes an offer to you by City & Guilds or any third party of any nature. You agree that no joint venture, partnership, employment or agency relationship exists between you and City & Guilds as a result of this agreement constituted by these terms and conditions or your use of this Portal.

You may not transfer, assign or otherwise dispose of any rights or obligations hereunder without the prior written consent of City & Guilds.

City & Guilds's performance of the agreement constituted by these terms and conditions is subject to existing laws and nothing in these terms and conditions derogates from City & Guilds's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Portal or information provided or gathered by City & Guilds with respect to that use.

This agreement constitutes the entire agreement between you and City & Guilds with respect to the Portal, and supersedes any prior understandings or agreements regarding the Portal.

In the event that any provision in these terms and conditions is determined to be invalid or unenforceable under applicable law, such provision will be replaced by a valid, enforceable provision that most closely matches the intent of the original unenforceable provision, and the remaining provisions shall continue to be enforceable to the fullest extent permitted by law.

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