

Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you [register with our website, submit any material to our website or use any of our website services], we will ask you to expressly agree to these terms and conditions.
- 1.4 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [privacy and cookies policy].

2. Copyright notice

- 2.1 Copyright (c) 2021 Merit Global
- 2.2 Subject to the express provisions of these terms and conditions:
 - (a) 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
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Licence to use website

- 3.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website for your own personal and non-commercial use;
 - (d) stream audio and video files from our website using the media player on our website; and
 - (e) use our website services by means of a web browser,subject to the other provisions of these terms and conditions.
- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3 You may only use our website for your own personal and business purposes , you must not use our website for any other purposes.
- 3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website, save to the extent expressly permitted by these terms and conditions.
- 3.6 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website [during server maintenance or when we update the website]. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Feeds

- 4.1 You may access [our RSS and Atom feeds] [using any compatible feed reader or aggregator].
- 4.2 By accessing our feeds, you accept these terms and conditions.
- 4.3 Subject to your acceptance of these terms and conditions, we grant to you a non-exclusive, non-transferable, non-sub-licensable licence to display content from our feeds in unmodified form on any non-commercial website owned and operated by you, providing that you must not aggregate any of our feed content with any third party feed when displaying it in accordance with this Section 4.3.
- 4.4 It is a condition of this licence that you include a credit for us and hyperlink to our website on each web page where our feed content is published (in such form as we may specify from time to time, or if we do not specify any particular form, in a reasonable form).
- 4.5 We may revoke any licence relating to our feeds or feed content at any time, with or without notice.

5. Downloadable content

- 5.1 We may from time to time make available on the website downloadable content (such as newsletters, brochures, white papers and technical specifications).
- 5.2 In addition to the rights granted under Section 3.1 above, you may redistribute print and electronic copies of downloadable content within your business, organisation, company or group of companies, providing that copies of downloadable content must not be edited or amended in any way and must retain:
- (a) the name of our business;
 - (b) any disclaimers, copyright notices and other legal notices; and
 - (c) any authorial credits.

6. Misuse of website

6.1 You must not:

- (a) 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, accessibility, integrity or security of the website;
- (b) 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;
- (c) hack or otherwise tamper with our website;
- (d) probe, scan or test the vulnerability of our website without our permission;
- (e) circumvent any authentication or security systems or processes on or relating to our website;
- (f) 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;
- (g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);
- (h) decrypt or decipher any communications sent by or to our website without our permission;
- (i) 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;
- (j) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (k) use our website except by means of our public interfaces;
- (l) violate the directives set out in the robots.txt file for our website;
- (m) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or
- (n) do anything that interferes with the normal use of our website.

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

6.3 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.

7. Registration and accounts

7.1 To be eligible for [an account] on our website under this Section 7, you must [be resident or situated in the United Kingdom].

- 7.2 You may register for an account with our website by [completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you].
- 7.3 You must not allow any other person to use your account to access the website.
- 7.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 7.5 You must not use any other person's account to access the website[, unless you have that person's express permission to do so].

8. User login details

- 8.1 If you register for an account with our website, you will be asked to choose a user ID and password.
- 8.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 13; you must not use your account or user ID for or in connection with the impersonation of any person.
- 8.3 You must keep your password confidential.
- 8.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 8.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

9. Cancellation and suspension of account

- 9.1 We may:
 - (a) suspend your account;
 - (b) cancel your account; and/or
 - (c) edit your account details,at any time in our sole discretion with or without notice to you.
- 9.2 We will usually cancel an account if it remains unused for a continuous period of 18 months.
- 9.3 You may cancel your account on our website using your account control panel on the website.

10. Testimonials

- 10.1 This Section 10 governs all testimonials relating to our business that you send to us, whether through our website, by email or otherwise.
- 10.2 Testimonials must comply with the provisions relating to user content set out in Section 13, but the licensing of testimonials shall be governed by this Section 10, and Section 12 shall not apply to testimonials.
- 10.3 You grant to us an exclusive, worldwide, royalty-free licence to:

- (a) edit your testimonials, providing that such editing shall not materially distort the meaning of any testimonial;
 - (b) publish your testimonials on our website and in such other print and electronic media as we may determine from time to time; and
 - (c) publish, together with each testimonial, the name and logo of the business and the name and job title of the person giving the testimonial.
- 10.4 You grant to us the right to sub-license the rights licensed under Section 10.3.
- 10.5 You grant to us the right to bring an action for infringement of the rights licensed in Section 10.3.

11. Recruitment

- 11.1 We may from time to time publish, on our website, advertisements for job opportunities within our organisation.
- 11.2 We reserve the right to update information concerning the job opportunities posted on our website (including without limitation job descriptions, candidate requirements, application procedures and application deadlines).
- 11.3 We do not guarantee that we will consider all applications for job opportunities; nor do we guarantee that persons meeting the published candidate requirements will proceed to the next stage of the recruitment process. However, we will ensure that the application process is conducted in accordance with all applicable laws, including applicable discrimination laws.
- 11.4 We will treat all information forming part of a job application [as confidential and] in accordance with our privacy and cookies policy.
- 11.5 You should keep a copy of all information that you supply as part of a job application. We will not return hard copy job applications to candidates.

12. Our rights to use your content

- 12.1 In these terms and conditions, "your content" means [all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website].
- 12.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media. OR reproduce, store and publish your content on and in relation to this website and any successor website OR reproduce, store and, with your specific consent, publish your content on and in relation to this website.
- 12.3 You grant to us the right to sub-license the rights licensed under Section 12.2.
- 12.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 12.2.
- 12.5 You hereby waive all your moral rights in your 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.

- 12.6 You may edit your content to the extent permitted using the editing functionality made available on our website.
- 12.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

13. Rules about your content

- 13.1 You warrant and represent that your content will comply with these terms and conditions.
- 13.2 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).
- 13.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
- (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) be in contempt of any court or in breach of any court order;
 - (h) be in breach of racial or religious hatred or discrimination legislation;
 - (i) be blasphemous];
 - (j) be in breach of official secrets legislation];
 - (k) be in breach of any contractual obligation owed to any person;
 - (l) depict violence[in an explicit, graphic or gratuitous manner;
 - (m) be pornographic[, lewd, suggestive or sexually explicit;
 - (n) be untrue, false, inaccurate or misleading;
 - (o) 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;
 - (p) constitute spam;