

USER TERMS OF USE

Last modified on 6 October 2021

Lancaster University ("**your Institution**") has authorised you ("**you**" or "**your**") to access certain career development resources (the "**Services**") which utilise a technology platform provided by Access UK Limited trading as Abintegro ("**we**", "**us**" or "**our**"). The following Terms of Use ("**Terms of Use**") apply to your access to and use of the Services, which we may make available through this website and our mobile app, and are separate from, and additional to, the user terms which relate to the use (if any) of the app itself.

1. YOUR ACCEPTANCE OF THESE TERMS OF USE

(a) The Services are made available to you free of charge by us on behalf of your Institution. We are incorporated and registered in England with company number 02343760. If you have any questions about these Terms of Use, please contact us at abintegro.helpdesk@theaccessgroup.com or at The Old School, School Lane, Stratford St Mary, Colchester, Essex, CO7 6LZ.

(b) By using the Services, you confirm that you acknowledge our data privacy policy for individual users (available at <https://www.abintegro.com/privacy/lancaster-university> ("Privacy Policy")) applies to you and you accept these Terms of Use and agree to abide by them. If you do not agree with these Terms of Use or do not understand them, you should cease using the Services immediately.

(c) We have the right to change or modify these Terms of Use at any time; as a result, please always verify whether you have consulted the latest version. Your continued use of the Services constitutes your acceptance of the modified Terms of Use. The date on which the Terms of Use were last modified is indicated at the top of these Terms of Use.

(d) To use the Services, you must be at least 18 years of age (or such younger or older age as is necessary to be able to validly consent in your country). If you are younger and you wish to use the Services, you must get consent from your parent or guardian before doing so.

2. ACCESS TO, AND AVAILABILITY OF, THE SERVICES

(a) You must register with your Institution to use the Services.

(b) You may access the Services only in accordance with these Terms of Use.

(c) Subject to your compliance with these Terms of Use and in consideration of registering your details with us to access the Services, we grant to you a non-exclusive, non-transferable, revocable licence to access and use the Services for your personal use only.

(d) You grant to us a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide licence to use the content that you provide through use of the Services for the delivery of the Services to you.

(e) We may refuse access to the Services if you are in breach of these Terms of Use and may modify or terminate the Services in accordance with our agreement with your Institution without notice, at any time, and without liability to you.

(f) The Services are provided on an as-is and as-available basis, with no warranty of any kind, express or implied, including as to fitness for any particular purpose. We do not guarantee that the Services will be free from error, omission or defect, and expressly disclaim: (i) any such representation or warranty; and (ii) all liability for the availability, security or reliability of the Services.

(g) We will use reasonable endeavours to ensure that the Services are available for use at all times. However you acknowledge the Services are provided over the internet and mobile networks and so the operation and

availability of the Services may be affected by factors outside of our control at any time for any reason. We may also occasionally need to carry out repairs, maintenance or introduce new facilities and functions which results in the Services being temporarily unavailable. We therefore do not guarantee that use of or access to the Services will always be available and/or uninterrupted.

3. USING THE SERVICES

(a) You agree:

(i) that the Services are for your personal and non-commercial use only;

(ii) that you are responsible for keeping your own account password secret and secure;

(iii) you are solely responsible for your content of any type that you use or display on or via the Services;

(iv) that you are solely responsible for any decisions or actions you take based on any information made available to you through your use of the Services;

(v) that you will remove within 24 hours any of your content on the Services that we reasonably ask you to remove; and

(vi) to supervise all use of the Services by minors or others under your name or account.

(b) You shall not:

(i) use the Services for any commercial or non-personal purpose;

(ii) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell the Services;

(iii) access, monitor or copy the Services using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;

(iv) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Services;

(v) permit the Services or any part thereof to be combined with or incorporated in, any other programs;

(vi) provide or otherwise make available the Services in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any third party;

(vii) reverse engineer, disassemble, alter, de-compile, copy, transfer, exchange, modify, sub-license, extract any data or metadata from, create derivative works of any kind whatsoever from, distribute or provide others with the Services or any part of them;

(viii) take any action that in using the Services imposes, or may impose, at our discretion, an unreasonable or disproportionately large load on our infrastructure or in any other way unreasonably degrades the performance of our infrastructure;

(ix) carry out any harmful or illegal activities using the Services, or any activities which are in breach of these Terms of Use;

(x) post any content on the Services that you do not own or otherwise have not obtained permission to use, or which contains any violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive content;

(xi) use the Services for any illegal or unauthorised purpose and agree to comply with all laws, rules and regulations applicable to your use of the Services; or

(xii) interfere with or disrupt the Services (or servers or networks connected to the Services, including by

transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature nor inject content or code or otherwise alter or interfere with the Services in any way

4. RIGHTS OF OWNERSHIP

(a) We (or our licensors where applicable) own all intellectual property rights including trademarks, copyrights, database rights and other know-how rights (registered or unregistered) of any nature in the Services and all the underlying software code, together with all development, improvements, upgrades or enhancements to each of them. All such rights are reserved.

(b) You have no rights in, or to, the Services other than the limited right to access and use the Services, in accordance with these Terms of Use.

(c) You represent and warrant that: (i) you own the content posted by you on or through the Services or otherwise have the right to grant the rights and licenses set out in these Terms of Use; (ii) the posting and use of your content on or through the Services does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; and (iii) you have the legal right and capacity to accept these Terms of Use.

5. LINKS TO THIRD PARTY SITES

The Services may contain hyperlinks to websites operated by third parties. Such hyperlinks are provided for your reference only. We do not control such websites and we are not responsible for the contents or your use of them. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators, and your use of such material will be governed by each relevant third parties' terms of use and privacy policy.

6. OUR LIABILITY TO YOU

(a) We warrant that, subject to clauses 2(f), 2(g) and 5, we shall provide the Services under these Terms of Use with all due care and skill.

(b) If we fail to comply with these Terms of Use, we are responsible, subject to clause 6(c), for loss or damage you suffer that is a foreseeable result of our breaking these Terms of Use or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

(c) We will in no event be liable to you for: (i) any loss of profits, business, business opportunities, revenue, turnover, reputation or goodwill, in each case whether direct or indirect; (ii) loss of anticipated savings or wasted expenditure, whether direct or indirect; or (iii) any indirect, consequential or special loss, including any loss arising from any fault of your Institution. (d) Nothing in these Terms of Use shall exclude or limit our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or to the extent our liability cannot be excluded or limited under applicable law.

(d) Our individual data and records will be fully erased after a period of three full years of inactivity on the Abintegro technology platform powered by Access UK Limited. This is a specific agreement between Lancaster University and Access UK Limited trading as Abintegro. If you wish to access and utilise the platform after a period of 3 years of more of inactivity, you can open a new account but your previous records, data and activity will not be available.

7. YOUR LIABILITY TO US

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless us and our affiliates, officers, directors, employees, shareholders and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (i) your use of and access to the Services other than in accordance with these Terms of Use; and

(ii) your violation of any third party right, including without limitation any intellectual property right, or any privacy right.

8. SUSPENSION/TERMINATION

(a) We may suspend or terminate your access to the Services immediately if:

(i) we reasonably consider that any unauthorised or improper use by you is being made of the Services

(ii) we consider that you have used the Services in violation of these Terms of Use

(iii) we have a legal or regulatory obligation imposed on us to do so

(iv) you cease to be authorised by your Institution to access the Services or if our agreement with your Institution to provide the Services terminates for any reason

(b) Where we suspend or terminate access to the Services, other than under clause 8(a)(iv), we shall notify you as soon as reasonably practicable of the reasons for suspension and the extent of any suspension. If we suspend any use of the Services in this way, the Services will not be restored until we receive an acceptable assurance from you and/or your Institution that there will be no further contravention.

(c) You may terminate your access to the Services by ceasing to use them.

(d) Upon termination for any reason, all rights granted to you under these Terms of Use shall cease.

9. PROTECTION OF YOUR PERSONAL DATA

Your Institution has authorised us to process your personal data on its behalf for the purpose of delivering the Services to you. We respect your privacy, and personal data collected or otherwise processed through your use of the Services shall be processed by us in accordance with our Privacy Policy.

10. MISCELLANEOUS

(a) You may only transfer your rights or your obligations under these Terms of Use to another person if we agree in writing.

(b) These Terms of Use do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use.

(c) Nothing in these Terms of Use intends to deprive you of any rights you may be granted under applicable mandatory laws (including mandatory consumer protection laws where applicable).

(d) Each of the provisions of these Terms of Use operates separately. If any court or competent authority decides that any provision is illegal, invalid or unenforceable, the other provisions will remain in full force and effect, and such provision will be replaced with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision.

(e) These Terms of Use and the Privacy Policy constitute the entire agreement between you and us for your use of the Services.

(f) Except to the extent applicable law, if any, provides otherwise, these Terms of Use are governed by and construed in accordance with the laws of England and Wales without regard to its conflict of law rules, and the courts of England and Wales shall have exclusive jurisdiction over any dispute that may arise between you and us in relation to these Terms of Use.