

## KDVI LIMITED - WEBSITE TERMS & CONDITIONS

**Dated: 1 September 2018**

### **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 Finsgate, 5-7 Cranwood Street, London EC1V 9EE, United Kingdom (the “**KDVI**”, “**we**” or “**us**”) for the use of our website, [www.kdvi.com](http://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 **acceptable use policy** at [Legal Centre](#), which sets out the permitted and prohibited uses of the Website. When using the Website, you must comply with this acceptable use policy.
  - b) 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
  - c) our **cookie policy** at [Legal Centre](#), which sets out information about the cookies on the Website.
- 1.2 If you subscribe for any of our other services you will also have to agree to the terms that govern the service you have subscribed for, including, without limitation, the Survey Services and the Professional Development Programme Services terms of use at [Legal Centre](#).

### **2. Changes to these Terms**

- 2.1 We may amend these terms from time to time. Every time you wish to use the Website, please check these terms to ensure that you understand the terms applicable at that time. These terms were most recently updated on 1 September 2018.



**KETS DE VRIES  
INSTITUTE**

### **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 the Website, to users who have registered with us.
- 3.3. If you choose, or you 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 this agreement.
- 3.4. 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](mailto:info@kdvi.com).
- 3.5. You are responsible for making all arrangements necessary for you to have access to the Website.
- 3.6. You must not misuse the Website 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 the Website or the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.
- 3.7. If you breach clause 3.6, 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. No Warranty**

- 4.1 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.
- 4.2 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.
- 4.3 You acknowledge and agree that information included on the Website should be used as a guide only and may not be up-to-date or current.
- 4.4 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.

- 4.5 KDVI will not be liable for any loss or damage caused by 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.

## **5. Payment**

- 5.1 When using any of the services available on the Website, you will be notified of the fees payable for such services, as more particularly described in the applicable terms as detailed on the Website or as provided to you by KDVI in writing.

## **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 laws and regulations;
  - c) not to use the Website or any of the services provided on it in any unlawful manner or in a manner which promotes or encourages illegal activity;
  - d) not to act in a manner or upload any content that is obscene, defamatory, libellous, unlawfully threatening or unlawfully harassing;
  - e) not to use an anonymising proxy; or
  - f) not to attempt to gain unauthorised access to the Website, any of the services made available on the Website, or any networks, servers or computer systems connected to the Website, (together the activities described in clause 6.1(c) – (f) (inclusive) the “**Restricted Activities**”).
- 7.2 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.

7.3 Notwithstanding clause 6.1 and 6.2, 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. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

8.2 The trade marks, service marks, and logos (“**Trade Marks**”) contained on the Website are owned by KDVI, our group companies or third party partners of KDVI. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the Trade Marks without the prior written consent of KDVI, the relevant group company or the relevant third party partner of KDVI.

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 print off, copy or download any part of the Website in breach of this agreement, 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 our Acceptable Use Policy.

- 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 8.4, hereby grant to KDVI a perpetual, worldwide, non-exclusive, transferable, royalty free and fully paid licence to, without limitation, use, sublicense, 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 with 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.
- 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 our Acceptable Use Policy.
- 9.8 The views expressed by other users on the Website do not represent our views or values.

## **10. The Company's Liability**

- 10.1. We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 10.2. Subject to clause 9.1, 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 a sum equal to the aggregate fees you have paid to us in 12 calendar months.

## **11. Linking to the Website**

- 11.1 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.
- 11.2 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.

## **12. Communications**

- 12.1 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.

## **13. Governing Law and Jurisdiction**

- 13.1 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.
- 13.2 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.

## **14. Contact Us**

To contact us, please e-mail [info@kdvi.com](mailto:info@kdvi.com).