



**Connexin Terms & Conditions**

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These terms and conditions shall apply to your use of the website located at [www.connexin.co.uk](http://www.connexin.co.uk) and its related websites (“the Connexin Site”). By using the Connexin site You agree to be bound by the terms of use set out below. If You do not wish to be bound by these terms and conditions, You should not use the Connexin site. We may change these terms from time to time and so you should check these regularly. Your use of the Connexin site will be deemed an acceptance of the terms existing at that time.

As part of our commitment to ensuring the Connexin site is one you want to visit time and time again, We welcome your comments on any of the policies or rules set out below.

## 1. Definitions

“**You**” Means you, the user of the Connexin site.

“**Your**” Shall be interpreted accordingly.

“**We/Us**” Means Connexin Limited of 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN (except in sections 6 and 11) and

“**Our**” Shall be interpreted accordingly.

“**Connexin Site**” Shall have the meaning as set out above.

“**User Information**” Means the personal details, which may be provided by you to us via the Connexin site.

“**Users**” Means the users of the Connexin site collectively and/or individually as the context admits.

“**Website**” Means a site on the world wide web.

## 2. Acceptable Use

You agree that any use by You of the Connexin site shall be in accordance with the following conditions:

**2.1** You will not post or transmit through the Connexin site any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are vulgar, crude, sexist, racist, unproven or unfounded allegations (especially of wrongdoing) or otherwise offensive. Always treat other users with respect.

**2.2** You must not upload, post, or otherwise transmit any content that includes any of the following inappropriate content:

- Any personal information belonging either to wither you or another person, such as full name, address, phone number, email address.

- Spam, such as advertisements for other web sites and services, or other commercial solicitation; chain letters, pyramid schemes, polls or petitions.
- Flooding the forum boards with excessive posts, meaningless posts, posts unrelated to the topic or padding posts.
- Discussions that veer off topic, are unrelated to resolving the issue at hand, are repetitive or campaigning, that promote products or services from other providers, or abuse any company or product.
- Repetitive or continuous complaints about Connexin policy.
- Discussions of moderator actions on the boards. If you need to comment on a moderator action, please private message any administrator/moderator.
- Posting or transmitting any information or software containing a virus, worm, trojan horse, or other damaging or destructive component.
- Posting a link directing users to any information or content that, if posted on the Connexin site would constitute a violation of the guidelines or terms of use. Connexin is not responsible for the content of any third party websites and users use of any hypertext links posted on the forum at their own risk.
- Attacks, including “flaming”, of another user in such a way as to incite or perpetuate arguments or conflict; creating usernames to attack other users’ identities; Impersonating other individuals or falsely representing one’s identity or qualifications; posts made under secondary user names or other aliases for the purpose of either endorsing or denigrating others; posts that breach any participant’s privacy by including name, address, phone, email address, or any other identifying information.
- Include URLs of third party websites which may contain offensive or illegal material.
- Postings that break the law, or encourage/support breaking the law. This includes libel, contempt of court and breach of copyright.
- Discussions regarding active UK court cases.
- Advice that would result in a breach of any Connexin product or equipment warranties.
- Advice that would result in a breach of Connexin subscription terms & conditions.
- Advice that if followed could result in bodily injury or harm.

**2.3** You must not evade bans or suspensions or otherwise disregard directions from moderators or administrators.

**2.4** You agree not to use the Connexin (or any part of it) to:

- Solicit personal information, email addresses, contact information, passwords or other personally identifying information.
- Solicit participation in public discussion, debate, comment or activity outside this site;
- Provide false or misleading information about yourself or your business, or create a false identity or use or attempt to use another’s account or identity (including for the purposes of accessing My Connexin functionality – see Section 10).

**2.5** We reserve the right to manage the postings on the Connexin communities to provide an orderly presentation of this information. To effectively manage the site, Connexin may designate employees or others to act as moderators and administrators for the site (“moderators”). These moderators are the only representatives of Connexin that are authorised to manage the Connexin communities. Any Connexin employees who are not designated as moderators or employees are not authorised to represent themselves on the site as Connexin employees. Authorised Connexin employees are distinguished by the rank of “employee” and/or an official Connexin logo as an avatar. Connexin is not responsible for content provided by any Connexin employee who is not designated as a moderator or an employee.

**2.6** You will not post or otherwise make available on the Connexin site any material, which you do not own without the express permission of the owner of the material.

**2.7** You will not copy, download, reproduce, republish, frame, broadcast, transmit in any manner whatsoever, any material on the Connexin site except as is strictly necessary for your own personal non-commercial home use.

**2.8** You will not access the Connexin site by automated means or otherwise for the purposes of scraping, extracting, or otherwise obtaining any material from the Connexin site (including TV listings) for use within a third party website or application.

**2.9** You will abide by the specific rules of any competition or promotion that You participate in on or via the Connexin site. Unless we tell you otherwise, all prize draws and competitions offered via the Connexin site are not open to people resident outside the United Kingdom.

**2.10** You will not do anything that affects the operability or security of the Connexin site or causes unreasonable inconvenience or offence or disruption to our staff.

### **3. Third Party Websites**

**3.1** You acknowledge and agree that We are not responsible for the availability of any third party websites or material You access through the Connexin site.

**3.2** We do not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from such websites or material.

**3.3** Any dealings between you and any third party advertisers or merchants found on or via the Connexin site, including payment for and delivery of products, services and any other terms, conditions, warranties or representations associated with such dealings, are made between you and the relevant advertiser or merchant. Therefore, We are not responsible or liable for any loss

or damage of any kind incurred as the result of any such dealings. Where you purchase goods or services directly from us, section 11 of these terms and conditions will apply.

#### **4. Intellectual Property**

**4.1** All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Connexin site shall remain at all times vested in us or our licensors. You are permitted to use this material or content only as expressly authorised in writing by us or our licensors. You will not, and you will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.

**4.2** If You become aware of any such distribution or commercial exploitation, You agree to notify us immediately.

**4.3** You acknowledge that by posting materials on the Connexin site You grant to us and our licensors and assigns an irrevocable, perpetual, royalty free, worldwide licence to use the materials both within the Connexin site and in any other manner. The licence extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.

#### **5. Liability For And Information Provided On The Connexin Site**

**5.1** Material which is posted on any bulletin boards or chat forums is written by users and we are not responsible for and do not endorse such material. We reserve the right to monitor the contributions made and may respond to or comment upon communications made by you and edit, refuse to post, or remove any content from the bulletin boards and chat forums in our absolute discretion. No failure to remove particular material constitutes an endorsement or acceptance of it by us.

**5.2** We will not be held responsible or liable for the content, accuracy, timing or reliability of any information or statements contained within the Connexin site, or for statements, advice and/or opinions made or given by users on the bulletin boards and chat forums (except as required by law). If You have any claim arising from the actions or statements of another user, you agree to pursue such a claim only against that user and not from us.

**5.3** We will endeavour to provide the Connexin site using all reasonable care. Except as required by law, we will not be responsible or liable for the quality, accuracy or fitness for a particular purpose of the Connexin site and do not promise that the material contained in the Connexin site, or any of the functions contained in the Connexin site or its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

**5.4** We will be liable for any fraudulent misrepresentations we make and for any death or personal injury caused by our negligence. We will not be responsible or liable to you for any other loss or damage that you or any third party may suffer as a result of using or in connection with your use of the Connexin site.

## 6. Safety

We give our ongoing commitment to ensuring through our policy of safety that you can use the Connexin site with confidence. When using the Connexin site, in particular any bulletin boards or chat forums, you should always take the following precautions:

- Keep Your identity private. Do not give out Your full name, postal address, telephone number, e-mail address, the name of your school or any other information (other than that specifically requested by us), that could help someone discover Your actual identity;
- Never meet with someone you meet online.
- Do not reply to any messages that are hostile, rude or inappropriate, or in any way make You feel uncomfortable.

## 7. Indemnity

If you are a business user, you agree to indemnify us, and/or any of our affiliates and their officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of the Connexin site.

## 8. Privacy

We will respect any business and personal information provided by you and undertake to comply with all data protection legislation currently in force. Any personal information provided by you shall be subject to our privacy policy. We shall not disclose your registration details to any third party without your permission unless in accordance with the terms of the privacy policy.

## 9. Termination

We reserve the right immediately to terminate your use of the Connexin site if you breach or we have reasonable grounds to believe that you are likely to breach these terms and conditions or you otherwise engage in conduct which we determine in our sole discretion to be unacceptable.

## 10. Feedback

Should You wish to make any comments to us about the Connexin site or if you have any questions relating to the same please contact us using the feedback form on the Connexin site.

## 11. My Connexin

Section 10 applies to visitors to the My Connexin section of the Connexin site in addition to the terms and conditions which precede and follow this section. Attention is drawn in particular to paragraph 2 (acceptable use) and paragraph 5 (liability for information provided on the Connexin site) above.

**11.1** Registration etc. In order to participate in parts of My Connexin, registration is required. You must be a Connexin customer in order to register as the primary user but may be able to nominate guest users provided they are part of the same household and they consent. To register as the primary user, you are required to provide us with accurate and complete details including your full address. You may also choose a user name and password. Any guest user you

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nominate must also provide a user name and password which must be different to that of the primary user.

**11.2** User name and password. When choosing a user name, a minimum of 6 and a maximum of 40 alphanumeric characters must be used. URLs, domain names, underscores, full stops and any of the following characters -=[];#,.!/"^£\$%^&\*()+{}:@~<>? must not be used.

When choosing a password a minimum of 7 and a maximum of 25 characters including both alphanumeric characters and must be used without any spaces. It is advisable not to use obvious dictionary words eg password or consecutive numbers or letters or obvious personal information such as children's name, pet's names or date of birth. Password should not be the same as the username, name or email address and should not be re-used when choosing a new password.

Each registered user is responsible for the security and proper use of their user name and password and must not disclose either to any third party (whether directly, via a website or application interface or otherwise). It is each registered user's responsibility to change their password immediately if they believe it has been compromised. It is also advisable to change these details frequently even if not considered compromised.

**11.3** Termination or suspension. We may suspend or terminate a user's My Connexin registration if these terms and conditions are breached, in particular paragraph 2 (acceptable use).

**11.4** Deletion of dormant My Connexin profiles. If your My Connexin registration profile is unused for a period of 2 years or more we may delete it from our systems without prior notice to you. If you want to access My Connexin in the future you would need to re-register your details and create a new user name and password.

## **12. General**

**12.1** Invalidity etc. If any court or regulator decides that any provision of these terms and conditions is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms and conditions and the remainder of these terms and conditions shall continue to have full force and effect.

**12.2** Governing law. These terms and conditions and the Connexin site are governed by English law. Disputes can be dealt with by the English courts.

**12.3** Third party rights. These terms and conditions apply between us and users. No other person is entitled to benefit under these terms and conditions.

## **13 Corporate Information**

Connexin limited (Registration No. 05823408). Our UK VAT number is 893 0696 83. Connexin limited is incorporated in England and Wales and has the following registered office at 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN.