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Hi-Vis UK TERMS of Online DSI Project Platform Use Policy

Our Terms of Online DSI Project Platform Use Policy sets out the terms of access and use of our platform and our main Hi-Vis UK website. This policy applies to all users of, and visitors to, our Online DSI Project Platform and our main Hi-Vi UK website.

This policy is to be read in conjunction with the following associated Hi-Vis UK online policies:

Online DSI Project Platform Acceptable Use Policy: Sets out terms on which visitors are permitted to use the features of our Online DSI Project Platform.

Cookie Policy: Sets out our policy in relation to the collection, storage and use of personal data.

Privacy Policy: Sets out our policy in relation to the collection, storage and use of personal data.

Your use of our Online DSI Project Platform means that you accept, and agree to abide by, all the policies in this 'terms of Online DSI Project Platform use' policy, which includes our 'Acceptable Terms of Online DSI Project Platform Use'.

If you do not agree to these terms of use, you must not use our Online DSI Project Platform.

Our Online DSI Project Platform and main Hi-Vis UK website are operated by Hi-Vis UK a charitable incorporated organisation registered in England, charity number 1166368. Our registered office is: The Centre for Independent Living, Burbank Street, Hartlepool TS24 7NY, United Kingdom.

If you purchase services through our Online DSI Project Platform, our Terms and Conditions of Sale and Supply will apply to any sales.

Changes to our Online DSI Project Platform

We strive to ensure the information on our Online DSI Project Platform is up to date and therefore will update our Online DSI Project Platform from time to time and may change the content at any time. However, please note that any of the content on our Online DSI Project Platform may be momentarily out of date at any given time, and we welcome any observations that something isn't quite right.

We do not guarantee that our Online DSI Project Platform, or any content on it, will be free from errors or omissions.

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Accessing any of our sites

Our Online DSI Project Platform and main Hi-Vis UK website are made available free of charge though elements such as training courses although accessed via a free main Online DSI Project Platform landing or home page may be charged for – check for details.

We cannot guarantee that our Online DSI Project Platform, or any content on the platform, will always be available or be uninterrupted. Access to our Online DSI Project Platform is permitted on a temporary basis and sometimes this access will be for contractual reasons e.g., a training place with a fixed access period. We may suspend, withdraw, discontinue, or change all or any part of our Online DSI Project Platform without notice. We will not be liable to you if for any reason our Online DSI Project Platform is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Online DSI Project Platform.

You are also responsible for ensuring that all persons who access our Online DSI Project Platform through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Your account and password

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. 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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you (and your training officer if applicable) has your user identification code or password information, you must promptly notify us at the contact details shown in how to 'Contact Us' which can be found on our Online DSI Project Platform pages. Or you can write to us at our registered address below.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights on our Online DSI Project Platform and our main Hi-Vis UK website, and in the material published on them. Those

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works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may not print off one copy, or download extracts, of any page(s) from our Online DSI Project Platform or our main Hi-Vis UK for your personal use unless it is explicitly allowed (where this is allowed, details will be on the relevant webpage). You may draw the attention of others within your organisation to content posted on our Online DSI Project Platform or main Hi-Vis UK website.

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 and acknowledgments of our ownership.

Our status (and that of any website identified contributors) as the authors of content on our site must be acknowledged in all such circumstances.

You must not use any part of the content on our site for commercial purposes whatsoever and whensoever without first obtaining a written agreement with us to do so.

If you print off, copy, or download any part of our Online DSI Project Platform or main Hi-Vis UK website in breach of these terms of use, your right to use our site will cease immediately and you must return or destroy any and all copies of the materials you have made.

No reliance on information

Although we make every reasonable effort to update the information on our Online DSI Project Platform and main Hi-Vis UK website, we make no representations, warranties or guarantees, whether express or implied, that the content is always accurate, complete or up to date.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

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- use of, or inability to use, our Online DSI Project Platform or main Hi-Vis UK website; or
- use of or reliance on any content displayed on our Online DSI Project Platform or main Hi-Vis UK website.

If you are a business user, please note that, we will not be liable for:

- Loss of profits, sales, business, or revenue.
- Business interruption.
- Loss of anticipated savings.
- Loss of business opportunity, goodwill, or reputation, or:
- Any indirect or consequential loss or damage.

If you are an individual consumer user, you agree not to use our Online DSI Project Platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We 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 our sites or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our Online DSI Project Platform or main Hi-Vis UK website. Such links should not be interpreted as endorsement by us of those linked external websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising because of the supply of any goods by us to you, which will be set out in our Terms and Conditions of Sale and Supply (available on request).

Uploading content to our Online DSI Project Platform

Whenever you make use of a feature that allows you to upload content to our Online DSI Project Platform, or contact other users of our Online DSI Project Platform, you must comply with the content standards set out in our Online DSI Project Platform Acceptable Use Policy.

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. If you are an individual consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

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Any content you upload to our Online DSI Project Platform will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

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 our Online DSI Project Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

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 of our site.

We have the right to remove any posting you make on our Online DSI Project Platform if, in our opinion, your post does not comply with the content standards set out in our Website Acceptable Use Policy.

The views expressed by other users on our Online DSI Project Platform do not represent our views or values.

Viruses

We do not guarantee that our Online DSI Project Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Online DSI Project Platform. You should use your own virus protection software.

You must not misuse our Online DSI Project Platform or main Hi-Vis UK 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 our Online DSI Project Platform, the server on which our Online DSI Project Platform is stored, or any server, computer or database connected to our Online DSI Project Platform. You must not attack our Online DSI Project Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Online DSI Project Platform will cease immediately.

Linking to our Online DSI Project Platform

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You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

You must not establish a link to our Online DSI Project Platform in any website that is not owned by you.

Our site must not be framed on any other Online DSI Project Platform, nor may you create a link to any part of our Online DSI Project Platform other than the main Online DSI Project Platform landing / home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Online DSI Project Platform Use Policy.

If you wish to make any use of content on our Online DSI Project Platform other than that set out above, please contact us at the contact details shown in how to contact us.

Third party links and resources on our Online DSI Project Platform:

Where our Online DSI Project Platform contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

Applicable law

If you are an individual consumer, please note that these terms of use, its subject matter, and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have nonexclusive jurisdiction. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Changes to these terms

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We may revise these terms at any time. You are expected to check this document from time to time to take notice of any changes we make, as they are legally binding on you.

Contact us

Should you have any queries about this policy, please contact us by using the 'Contact Us' link that can be found on every webpage of every site we own.

The responsibility for this policy and its implementation is with the Director of Hi-Vis UK.

Date of current version of this policy: June 2021

Hi-Vis and DSI Projects: Our Online DSI Project Platform and main Hi-Vis UK website are operated by Hi-Vis UK a Charitable Incorporated Organisation (CIO) company registered in England, CIO number 1166368. **Registered office:** The Centre for Independent Living, Burbank Street, Hartlepool, TS24 7NY, United Kingdom.