



Due North Limited

Terms and Conditions of use

Acceptance of Terms

The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, classifieds, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and organisation's use only. Your access to and use of www.nepoportal.org ("the Website") and the Services outlined, are subject exclusively to these Terms and Conditions.

You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.

Due North Limited reserves the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

International Use

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

Links to third party Websites

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that Due North Limited is not responsible for the content or availability of any such sites.



Acceptable Uses

You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. Due North Limited does not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to content that is offensive and/or indecent. Due North Limited will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

In using the Website/Services you agree not to.

1. Use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise.
2. Post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful.
3. Post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise.
4. Threaten abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others.
5. Violate any applicable laws or regulations.
6. Use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services.
7. Post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement)



8. Attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or similar.
9. Use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party.
10. Make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another.
11. Collect or store personal information about others, including email addresses.
12. Impersonate any person or entity for the purpose of misleading others.

Due North Limited has no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at its sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

User Account, Password and Security

You will be required to complete the registration process by providing certain information and registering a username and password for use with the Services. You are responsible for maintaining the confidentiality of the username and password and also for all activities that take place under your account.

You agree to immediately notify Due North Limited of any unauthorised use of your password or account or any other breach of security. In no event will the company be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.



Intellectual Property Rights

The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws.

In accessing the Website you agree that you will access the contents solely for your organisation's use. None of the content may be sold or distributed without the prior written consent of the copyright holder. This excludes any downloading, copying, printing and transmitting of pages of the Website or the contents for use by your organisation in its pursuit of business with other users of the Website.

Feedback

Should you wish to make any comments about the Website or if you have any questions relating to the same please contact us using the Feedback Form.

Termination

Due North Limited] has the right to terminate your access to any or all of the Services at any time, without notice, for breach of these Terms and Conditions.

Indemnity

You agree to indemnify and hold Due North Limited and its employees and agents harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against the company by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by Due North Limited in consequence of your breach of these Terms and Conditions.



Disclaimers and Limitation of Liability

Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, Due North Limited will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.

Due North Limited makes no warranty that the Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, or that the Website/Services or the server that makes them available are free of viruses or anything else that may be harmful or destructive.

Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Due North Limited for death or personal injury as a result of the negligence of Due North Limited or that of its employees or agents. Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.