

Henley Live: Terms of use

Please read these terms and conditions (Terms) as they will govern your use of Henley Live at www.live.henley.ac.uk (the Website). When we refer to the Website we also mean any Henley Live mobile applications (Apps) whether you access these via the Website or via a third party website.

By using the Website, you are indicating your agreement to be bound by these Terms, and by any other terms that are stated to govern your use of the Website, such as our [Privacy Policy and Cookies Information](#).

The Website belongs to the University of Reading (the University) an independent corporation established by Royal Charter in England and Wales with number RC000665 of Whiteknights House, PO Box 217, Whiteknights, Reading, RG6 6AH, UK (the University, we, us or our), and Henley Business School (part of the University of Reading) (Henley). References to 'the University' will be deemed to include Henley.

By using the Website you confirm that you accept the Terms and you agree to comply with them. If you do not accept these Terms, you should not use the Website.

Using the Website

To be eligible to use this website, you must be one of Henley Business School's alumni, volunteers, supporters or staff, a Reading Real Estate Foundation (RREF) supporter, a beneficiary of Henley or RREF alumni and development activities, a post-experience student at Henley Business School or one of our other selected contacts. Users are subject to approval by the Henley Alumni and Development department. You must be at least 18 years old to use this Website.

The Website is for your personal and non-commercial use only in order to enable you to:

- (a) join Henley Special Interest Groups, join a Henley alumni group in your area and send individual messages to other alumni
- (b) receive regular Henley updates that are relevant to you based on your location or interests
- (c) find Henley events in your area or in an area you are visiting and register or express an interest in these events
- (d) search for alumni by name, location, graduation year, company, expertise, or key words and reconnect with existing friends or make new contacts
- (e) share your location and your planned upcoming trips to connect with alumni in the area for local recommendations
- (f) post and browse job opportunities
- (h) find or become a mentor to a student or alumnus of Henley Business School
- (i) update your email communication preferences.

The Website is intended for use by those who can access it from anywhere in the world. If you access the Website from locations outside the UK, however, you are responsible for compliance with local laws where they are applicable.

If you have any difficulties using the Website, please contact us at alumni@henley.ac.uk. You agree to review and update your settings for use of the Website and on a regular basis.

If you access the Website via University of Reading/Henley Business School computers and/or data networks you will also need to comply with the Rules for the Use of University Computers and Data Networks.

To ensure the Website remains an active engagement platform, we may remove inactive accounts periodically. You will be given notice of this and an opportunity to re-engage with the Website to avoid losing access.

Registration, passwords and user profiles

We grant you the non-exclusive, non-transferable, revocable, limited right to access and use the Website. In order to gain access to and use of the Website, you must register as a user and create a profile (hereinafter referred to as "Registered User"). All users will need to access the Website using a password. Access to some areas of the Website may be restricted to users who have certain relationships with Henley, such as those with alumni status.

You are only permitted to register one profile per person on the Website. The profile is personal and you must not transfer it to others.

Some parts of the Website may require you to register and provide information about yourself. You agree to: (a) provide accurate and complete information about yourself as prompted by the relevant registration form and (b) maintain and promptly update this information by using the appropriate forms on the Website. We may terminate your account and any or all rights that you have been granted to make use of the Website, if any information you provide is inaccurate, false, or incomplete.

When registering for the Website, you must not use a false name or email address or provide any false information, nor impersonate another person when registering for use of any part of the Website. In some cases we may withhold access until we can verify your details against our records. If you have been given or have created a password as part of a registration process, you agree not to share or disclose it to any third party, nor allow any third party to use your password or gain access to the areas and services that have been restricted for use by registered users. You are responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorised use of your account and any other breach of security, and (b) ensure that you exit from your account at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with these obligations.

When creating a user profile you will have a choice and control over which fields can be made visible to other Website users, except in relation to the information about 'your nearest town' which is a mandatory field. This is not optional as it is part of the nature of connecting with the network. When you complete the 'my nearest town' field that information will be used on a location map of users. Your location will be marked on a map with the profile photo you submit and a link to your user profile. The map location will not show your precise address. If you don't want your image linked to a map location you can choose to upload a different profile picture to your user profile.

We may refuse or terminate your registration and access at any time if we believe you to be in breach of any part of these Terms or any applicable laws.

User conduct and submission of materials

There may be pages on the Website on which you are permitted to post, upload, or send content or information. If you post, upload, or send any content or information (User-

Uploaded Content) to or via the Website, you agree that you will not:

- i. Breach any part of the Code of Conduct provided at registration;
- ii. Commit or encourage unlawful acts or post any material that is illegal;
- iii. Post material which is (or other users are likely to consider is) defamatory, threatening, offensive, abusive, obscene, hateful, racist, homophobic, sexist, or falls under the legal definition of a hate crime;
- iv. Post materials that infringe intellectual property rights or any other proprietary rights;
- v. Post any materials that contain personal data or confidential information about another person or organisation, without that person's or organisation's express consent;
- vi. Access or attempt to access other parties' user accounts;
- vii. Misrepresent your identity or impersonate another person or create a false profile;
- viii. Distribute any type of virus, spyware or other device intended to cause nuisance, loss or corruption of any information;
- ix. Hack or attempting to hack any part of the Website, or any system used to run them, or any system accessed through the Website;
- x. Post any content that amounts to unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or prohibited marketing content;
- xi. Use data mining, robot, spider, scraping or similar automated data gathering, extraction or publication tools for any purpose; or
- xii. Collect or store personal data about other users without their express consent.

You acknowledge that all User-Uploaded Content is the sole responsibility of the person from which such content originated. The University accepts no responsibility for, and does not guarantee, the accuracy, integrity or quality of any User-Uploaded Content.

Please be aware that any user who is aggrieved by your User-Uploaded Content may take legal action against you. This could result in data concerning your identity being disclosed and you having to pay compensation to the aggrieved party.

When you submit content to us, you agree and represent that you have created that content, or you have received permission from, or are authorised by, the owner of any part of the content to submit it to the Website.

Complaints about User-Uploaded Content

You acknowledge that by using the Website, there is a risk that you may be exposed to User-Uploaded Content that you may find offensive, indecent or objectionable. If you object to the publication of any User-Uploaded Content made available through the Website, please let us know by clicking on the 'Report this content' link next to the relevant post/message.

We operate a Notice and Take-Down Policy (set out in the Appendix to these Terms) and will investigate all complaints in accordance with the process set out in that Policy. If, following a complaint, we determine that any User-Uploaded Content is offensive, indecent, infringes the rights of others, or is otherwise objectionable and/or in breach of these Terms, we may remove any User-Uploaded Content from the Websites without any liability to you or to a third party. Before making a complaint about any User-Uploaded Content, please refer to the Notice and Take-Down Policy which sets out the information we will need before we are able to investigate a complaint. Our Notice and Take-Down Policy forms part of these Terms.

We reserve the right to remove any content and/or information from our Website, at any time without notice and at our sole discretion, and to pursue any course of action against you that is available to us under applicable laws for breach of any part of these Terms or for breach

of any applicable laws. We also reserve the right to not remove content from the Website if we believe, at our sole discretion, that it does not breach these Terms.

Use of content published on the Website

When you upload User Content to the Website, you will (assuming you are the owner of the content) retain all intellectual property rights in such content. However, to enable us to provide the Website and host your User Content, we require a licence. In respect of content, you grant us and each of our affiliates a non-exclusive, sub-licensable, worldwide, fully paid-up, royalty-free, perpetual and irrevocable licence to use, reproduce, publish, distribute and display your User Content (in whole or in part) and/or to incorporate into other works in any form, media, or technology.

Other users must not use another user's intellectual property rights without that user's (or the author's if the user is not the author) prior, written consent. This includes any content published on the Website by the University, or Henley or any of their affiliates. You undertake not to reproduce, copy, modify, create derivative works from or communicate or make any of the content of the Website available to third parties without the University's or the relevant owner of the intellectual property rights' prior written consent.

Apps

You may download certain Henley Live Apps ("Apps") either from the Website or from third party app stores. All of these Terms apply to the maximum extent relevant to your use of any Henley Live Apps (and in particular the terms of the section titled 'User content and the submission of materials' apply where you are using an App to submit User Content to the Website).

If you download the Henley Live App from third party app stores you acknowledge that the University is not responsible for the transaction between you and the third party app store owner. You further acknowledge that the third party app store owner may have their own terms and conditions that you will be asked to agree to, and may collect your personal data as a result of this transaction, and wish to use your personal data in a way over which the University has no control. Accordingly, you are responsible for reviewing and checking that you are happy with any third party app store terms of use and privacy policies before you download the App from those stores.

Posting or applying for job opportunities

This part of the Website operates as a networking platform and is not intended to introduce or supply work-seekers to recruiters (or vice versa). We are not acting as an employment agency and the Employment Agencies Act 1973 and/or the Conduct of Employment Agencies and Employment Business Regulations 2003 do not apply. You will not be charged for using the Website.

Accordingly, anyone posting a job opportunity acknowledges that it is their sole responsibility to take such action as they deem necessary to ensure a candidate's suitability for engagement. You agree that we shall have no liability in respect of the acts or omissions of any candidate and that you are solely responsible for the selection of candidates and the offering of engagements. Likewise, we do not vet any of the job postings on this Website and you agree that we shall have no liability arising in relation to any job posting.

We reserve the right to remove (or ask a user to remove) a job-related posting at any time for any reason. Examples of job postings that may be removed include (but are not limited to) the following:

- Job postings that we consider to be illegal, inappropriate or fraudulent;

- Job postings that directly or indirectly require or ask for application or registration fees;
- Job postings that advertise franchise, pyramid, network marketing, or “get-rich-quick” schemes.

Job search safety

To stay safe in your job search we recommend that you visit SAFERjobs, a non-profit, joint industry and law enforcement organisation working to combat job scams. Visit www.safer-jobs.com for information on common scams and to get free, expert advice for a safer job search.

Intellectual Property

All copyright, design rights and other intellectual property rights in the content of this Website, including but not limited to the University and/or Henley Business School logo, text, artwork, graphics, video, sounds, layout, software and technical infrastructure, is owned by or licensed to the University unless explicitly stated otherwise. All such rights are reserved.

Except as otherwise expressly permitted under copyright law, the content of the Website (or any part of it) cannot be reproduced, stored or transmitted in any form, by any means, or for any purpose other than for personal, non-commercial reference (described further below), unless you have obtained the prior written consent of the University (or its licensor). Any such permitted use may be subject to further terms and conditions. If you wish to use any University content beyond the scope of personal, non-commercial use permitted by these Terms, please contact copyright@reading.ac.uk.

The University of Reading and Henley Business School names and logos are registered trade marks and belong to the University. The Website may also feature third-party-owned trade marks that the University is licensed or authorised to use. Nothing in these Terms gives you any right, permission, or licence to use any of these names and/or logos. If you wish to apply for permission to use the University’s trade marks please contact: legalservices@reading.ac.uk

Termination

If, for any reason, we believe that you have not complied with these terms and conditions, we may, at our sole discretion, suspend, cancel and/or terminate your access to the Website immediately, without prior notice and without liability to you or any third party. We may terminate your registered account, at our sole discretion, by emailing you at the address you have registered stating that the agreement has been terminated.

We may also remove and discard any User-Uploaded Content on the Website for any reason and at any time, including, but not limited to, believing that you have breached our Terms.

We may also take any other necessary action we deem reasonable in connection with a breach of these Terms.

Third-party links

The Website may contain links to third-party websites. These links are provided for your convenience. We are not responsible for, nor do we endorse in any way these third-party websites, or their content, or their security arrangements. If you decide to access (or provide information to) any of the third-party websites linked to on the Website, you do so entirely at your own risk and the University does not accept any liability for any loss or damage that you may suffer as a result. You should exercise caution and make sure you are happy with the terms and conditions and privacy policy of any such third-party websites that you visit.

Personal data

We may collect personal data as a result of your use of the Website, and we may collect information on the pages you have visited. These aspects of your interaction with the Website are governed by our [Privacy Policy and Cookies Information](#).

Updates and changes to the Terms

The University may update or change these Terms from time to time and any such updates or changes will be effective from the date of publication. Please make sure you are aware of the current Terms. Your continued use of the Website will indicate your acceptance of the revised Terms.

Modifications to the Website

We reserve the right at any time to modify, suspend or discontinue all or any part of the Website with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website (or any part of it) other than as required by law.

Limitation and disclaimer of liability

Nothing in these Terms shall affect your statutory rights or exclude or restrict the University's liability for fraud, fraudulent misrepresentation or for death or personal injury arising from our negligence.

You expressly acknowledge and agree that, to the extent permitted by law:

- Your use of our Website is at your sole risk. We have made every effort to ensure that content on our Website is accurate, up to date and correct at the time of publication. However, our Website is provided on an 'as is' and 'as available' basis. Moreover, we are not responsible for the accuracy or appropriateness of User-Uploaded Content. We do not guarantee the accuracy, timeliness, completeness, quality or fitness for purpose of the content we provide on our Website, or that use of our Website will be uninterrupted, virus-free or error-free. Accordingly, you acknowledge that our Website may be unavailable for use or inaccessible from time to time. We accept no responsibility for any errors, omissions or inaccurate information on our Website;
- The content on our Websites is for general information only and is not intended to, nor does it, constitute legal or other professional advice or services. It is not a recommendation to purchase any product or service upon which a specific decision should be made. We accept no responsibility for any reliance placed on information or content provided on our Website;
- Views expressed by individuals on the Website should not be taken to represent the University's views or values unless expressly stated otherwise. The University is not responsible for any such views or any claims resulting from them;
- We have no responsibility or liability for the deletion or failure to store any messages, other communications or other content maintained or transmitted by or via the Website; and
- The University reserves the right to remove or alter any content from the Website at any time without notice and shall not be responsible for any loss, damage or expense arising from such removal.

Force Majeure

Any act or situation which is beyond our control is known as a “Force Majeure Event”. In such a circumstance, we are not liable for any failure to perform, or delay in performance of our obligations or contracts under the Terms. Any act, event, non-happening, omission or accident beyond our control includes (but is not limited to):

- Strikes, lock-outs or other industrial action.
- Civil commotion, riot, invasion, cyber-attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- Interruption or failure of utility service (including the inability to use public or private telecommunications networks).
- The acts, decrees, legislation, regulations or restrictions of any government.

We will use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under the Terms or any related contract between us may be performed despite the Force Majeure Event.

Governing law and jurisdiction

These Terms, their subject matter and their formation, are governed by English law. If you are a consumer, you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. If you are a business, we both agree to the exclusive jurisdiction of the courts of England and Wales.

If you are using the Website from outside England other laws may apply to your use of the Website. We operate the Website from within the UK. We are not subject to local laws applicable in your country and any of the Website may not be compliant with those local laws. You should not use any of the Website unless you are happy with this position.

Miscellaneous

If you have any queries about your use of the Website or any information on the Website, please contact alumni@henley.ac.uk.

If any part of these Terms is found to be illegal or unenforceable by a court of competent jurisdiction, the term(s) in question will be severed, but the remaining terms will continue in force.

No waiver of any term shall be deemed a further or continuing waiver of such term or any other term. Nothing in these Terms shall confer on any third party any benefit or the right to enforce any provision of these Terms.

Complaints or queries

If you have a query or wish to object to anything on the Website, please let us know by sending an email explaining your concern to alumni@henley.ac.uk.

Last updated: 01/10/2018

APPENDIX

Henley Live

Notice and Take-Down Policy

Complaints regarding any content uploaded to the Website must be in written form in accordance with this policy. Acceptable reasons for complaint may include (without limitation) the following:

- Breach of the Website Terms;
- Breach of the Online Platform Community Guidance;
- Violation of intellectual property rights (including copyright);
- Breach of UK law (e.g. data protection; defamation);
- Breach of Court injunctions; and/or
- Breach of confidentiality.

How to make a complaint

In the event that you reasonably consider that content made available on the Website should be subject to a complaint on any of the grounds stated above, please provide all of the following information in writing to the following email address

noticeandtakedown@reading.ac.uk:

- Your name and contact details;
- Specific details of the material in question (title, author, URL, etc);
- Details of your complaint, including any evidence or proof (where applicable);
- Where your complaint is based on intellectual property rights (including confidentiality), confirmation that you are the rights holder or his/ her representative and appropriate evidence of ownership;
- Where your complaint is based on data protection or defamation, confirmation that you are the subject of the material or his/ her representative.

Take-down procedure

Upon receipt of a complaint that includes all the required information, the following procedure will be invoked:

1. The University will acknowledge receipt of the complaint by email within 10 working days and will make an initial assessment of the validity (based on English law) and plausibility of the complaint.
2. If the initial assessment is that the complaint is potentially valid and requires further investigation, the relevant material will be removed temporarily pending the outcome of the complaint.
3. If, following further review, the complaint is deemed to be without merit, the material will be reinstated.
4. If deemed necessary and appropriate, the University may contact the contributor who uploaded the material. The contributor will be notified that the material is subject to a complaint, the grounds of complaint, and will be encouraged to assuage the complaints concerned. The University reserves the right to contact third parties to ascertain the merits of any complaint.

5. There are three potential outcomes:
 - (a) If the complaint is deemed without merit, invalid or unproven, the material will be reinstated on the Website unchanged; or
 - (b) If the complaint is judged to have partial merit, the material will be changed accordingly and reinstated on the Website, unless the required changes are such as to make the material incapable of reinstatement; or
 - (c) If the complaint is judged to have merit, the material won't be restored and will instead be permanently removed from the Website.
6. An email will be sent to the complainant (and where applicable, the contributor) to inform them about the decision.
7. All decisions will be at the University's sole discretion.

The University reserves the right to vary this procedure or apply additional procedures in exceptional circumstances, or where required by law.

Disclaimer

To the extent permitted by law, the University shall not be liable for content or material uploaded to the Website which infringes the rights of any third party.

Last updated: 01/10/18