

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE DATA LAB COMMUNITY

Terms of Use

Who we are and how to contact us

The Data Lab Community is a site operated by The Data Lab. The Data Lab is part of the University of Edinburgh (a registered charity with registration number SC005336) and having our office at Old College, South Bridge, Edinburgh EH8 9YL.

You can contact us by emailing community@thedatalab.com.

By using The Data Lab Community you accept these terms

These terms of use apply to all use of The Data Lab Community (including The Data Lab Community App). By accessing or using The Data Lab Community you agree to these terms. Please therefore review these Terms of Use carefully prior to using The Data Lab Community.

If you do not agree to these terms, you must not use The Data Lab Community.

There are other terms which also apply to you where you use The Data Lab Community

- Acceptable Use Policy (Appended to these Terms)
- Apple App Terms (when using The Data Lab Community App from the Apple App Store) (Appended to these Terms)
- Privacy Policy
- Cookies Notice

The Data Lab Community comprises a suite of online services, including but not limited to:

- An interactive forum;
- Access to online events;
- Newsfeed;
- Job board;
- Mentoring;
- Members directory and
- Organisation directory.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use The Data Lab Community, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to or suspend or withdraw The Data Lab Community

We may update and change The Data Lab Community from time to time.

We do not guarantee that The Data Lab Community, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of The Data Lab Community for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

The Data Lab Community is for users aged over 17 in the UK

The Data Lab Community is directed to people residing in the United Kingdom. We do not represent that the content available on The Data Lab Community is appropriate for use or available in other locations.

You must be over the age of 17 to use The Data Lab Community. Your access to The Data Lab Community may be terminated without warning if The Data Lab believes, in its sole discretion, that you are under the age of 17 years.

Your account details

You must keep your login password or any other information provided to you as part of our security procedures, confidential. You must not disclose it to any third party or permit any third party access to The Data Lab Community via your login. You must not share an account with anyone else.

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 knows your user identification code or password, you must promptly notify us at community@thedatalab.com.

How you may use material on The Data Lab Community

We are the owner or the licensee of all intellectual property rights in The Data Lab Community, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from The Data Lab Community for your personal use.

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.

Our status (and that of any identified contributors) as the authors of content on The Data Lab Community must always be acknowledged.

You must not use any part of the content on The Data Lab Community for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of The Data Lab Community in breach of these terms of use, your right to use The Data Lab Community will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on The Data Lab Community

The content on The Data Lab Community is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on The Data Lab Community.

Although we make reasonable efforts to update the information on The Data Lab Community, we make no representations, warranties or guarantees, whether express or implied, that the content on The Data Lab Community is accurate, complete or up to date.

Where The Data Lab Community links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites of information you may obtain from them.

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

User generated content is not approved by us

The Data Lab Community includes information and materials uploaded by other users of The Data Lab Community. This information and these materials have not been verified or approved by us. The views expressed by other users on The Data Lab Community do not represent our views or values.

If you engage with other users to enter into agreements for the provision of services e.g. to sign up to an event, please note The Data Lab has no liability in relation to this. The Data Lab is not responsible for the offering, performance or procurement of these services and does not endorse any particular user's services.

If you wish to complain about content uploaded by other users, please contact us on skills@thedatalab.com.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to The Data Lab Community or any content on it.

- We will not be liable to you for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, The Data Lab Community; or
 - use of or reliance on any content displayed on The Data Lab Community.
- In particular, 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 a consumer user:

- Please note that we only provide The Data Lab Community for private use. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Uploading content to The Data Lab Community

Whenever you make use of a feature that allows you to upload content to The Data Lab Community, or to make contact with other users of The Data Lab Community, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that you will comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to The Data Lab Community will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of The Data Lab Community a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the *Rights you are giving us to use material you upload* section below.

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 Data Lab Community constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on The Data Lab Community if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy

You are solely responsible for securing and backing up your content.

Rights you are giving us and other users to use material you upload

When you upload or post content to The Data Lab Community, you grant us the following rights to use that content:

- a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by The Data Lab Community and across different media including to promote The Data Lab Community;
- a perpetual, worldwide, non-exclusive, royalty-free, transferable licence for other users to use the content for their purposes.

The software which The Data Lab Community is based upon is licensed to us by KIT United SAS (trading as Hivebrite). You agree that KIT United SAS may store and process content and data uploaded by you for the purposes of providing The Data Lab Community.

We are not liable for any use made by users or other third parties of the content you upload to The Data Lab Community.

We are not responsible for viruses and you must not introduce them

We do not guarantee that The Data Lab Community will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access The Data Lab Community. You should use your own virus protection software.

You must not misuse The Data Lab Community by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to The Data Lab Community, the server on which The Data Lab Community is stored or any server, computer or database connected to The Data Lab Community. You must not attack The Data Lab Community 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 co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use The Data Lab Community will cease immediately.

Linking to The Data Lab Community

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 The Data Lab Community in any website that is not owned by you.

The Data Lab Community must not be framed on any other site, nor may you create a link to any part of The Data Lab Community other than the 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 Use Policy.

If you wish to link to or make any use of content on The Data Lab Community other than that set out above, please contact community@thedatalab.com.

Jurisdiction and governing law

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by Scottish law. You and we both agree that the courts of Scotland will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of England and Wales, you may also bring proceedings in the courts of England and Wales.

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

Acceptable Use Policy

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You can contact us by emailing skills@thedatalab.com.

By using The Data Lab Community you accept these terms

This acceptable use policy sets out the content standards that apply when you upload content to The Data Lab Community, make contact with other users on The Data Lab Community, link to The Data Lab Community, or interact with The Data Lab Community in any other way.

By using The Data Lab Community, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use The Data Lab Community.

There are other terms which also apply to you where you use The Data Lab Community:

- Terms of Use
- Apple App Terms (when using The Data Lab Community App from the Apple App Store) (Appended to these Terms)
- Privacy Policy
- Cookies Notice

References to The Data Lab Community include the software on which it is based.

We may make changes to the terms of this policy

We amend these terms from time to time. Every time you wish to use The Data Lab Community, please check these terms to ensure you understand the terms that apply at that time.

Prohibited uses

You may use The Data Lab Community only for lawful purposes. You may not use The Data Lab Community:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of The Data Lab Community in contravention of the provisions of our terms of use.
- Not to access The Data Lab Community for the purposes of designing, developing, building, marketing or supporting a

competitive product or service or design or support a product using similar ideas, functions or graphics.

- Not to reverse engineer, disassemble or reverse compile The Data Lab Community;
- Not to access without authority, interfere with, damage or disrupt any part of The Data Lab Community or any equipment or network or software owned or used by any third party.
- Not to use The Data Lab Community for any purpose related to the harvesting or collecting of contact details of third parties by any means for the purposes of sending unsolicited emails or other communications.
- Not to use automated scripts to collect information from or otherwise interact with The Data Lab Community.

Interactive services

We may from time to time provide interactive services on The Data Lab Community, including, without limitation, forums and comment boards.

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on The Data Lab Community, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on The Data Lab Community, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content standards

These content standards apply to any and all material which you contribute to The Data Lab Community (**Contribution**), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

The Data Lab will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in Scotland and in any country from which it is posted.

A Contribution **must not**:

- Be defamatory of any person.
- Be obscene, offensive, menacing, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right, trade mark or any other confidentiality rights of any other person.
- Be likely to deceive any person.

- Be likely to cause damage or injury to any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from The Data Lab, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

Breach of this policy

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use The Data Lab Community, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use The Data Lab Community.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to The Data Lab Community.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

How this contract can be transferred

We can transfer our rights and obligations under these terms to any third party, provided this does not adversely affect your rights under these terms.

Which country's laws apply to any disputes?

If you are a consumer, please note that the terms of this policy, its subject matter and its formation are governed by Scottish law. You and we both agree that the courts of Scotland will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of England and Wales, you may also bring proceedings in England and Wales.

If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Scottish law. We both agree to the exclusive jurisdiction of the courts of Scotland.

Apple App Terms – Applicable to use of The Data Lab Community App from the Apple App Store

The Data Lab Community App End User License Agreement

This End User License Agreement (“Agreement”) is between you and The Data Lab Community and governs use of this app made available through the Apple App Store. This Agreement applies in addition to the foregoing Terms. By installing the The Data Lab Community App, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the The Data Lab Community App.

In order to ensure The Data Lab Community provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content. If you see inappropriate content, please use the “Report as offensive” feature.

This Agreement is between you and The Data Lab only, and not Apple, Inc. (“Apple”). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Apple has the right to enforce this Agreement against you. The Data Lab, not Apple, is solely responsible for The Data Lab Community App and its content.

1. Privacy

The Data Lab Community may collect and use information about your usage of The Data Lab Community App, including certain types of information from and about your device. The Data Lab Community may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of The Data Lab Community App.

2. Limited License

The Data Lab Community grants you a limited, non-exclusive, non-transferable, revocable license to use The Data Lab Community App for your personal, non-commercial purposes. You may only use The Data Lab Community App on Apple devices that you own or control and as permitted by the App Store Terms of Service.

3. Objectionable Content Policy

Content may not be submitted to The Data Lab Community, which includes, is in conjunction with, or alongside any, Objectionable Content.

Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libellous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

4. Warranty

The Data Lab disclaims all warranties about The Data Lab App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, The Data Lab, not Apple, shall be solely responsible for such warranty.

5. Maintenance and Support

The Data Lab does provide minimal maintenance or support for the App but to the extent that any maintenance or support is required by applicable law, The Data Lab Community, not Apple, shall be obligated to furnish any such maintenance or support.

6. Product Claims

The Data Lab, not Apple, is responsible for addressing any claims by you relating to The Data Lab App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that The Data Lab Community App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

7. Third Party Intellectual Property Claims

The Data Lab shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to The Data Lab Community App. To the extent The Data Lab is required to provide indemnification by applicable law, The Data Lab, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge

of any claim that The Data Lab Community App or your use of it infringes any third party intellectual property right.