

## IMPERIAL PLEXUS WEBSITE TERMS AND CONDITIONS OF USE

### 1. About our Terms

- 1.1. These Terms explain how you may use this website (the **Site**) which is provided by us free of charge.
- 1.2. References in these Terms to the Site includes the following website: [www.imperial.ac.uk/plexus](http://www.imperial.ac.uk/plexus) and all associated web pages.
- 1.3. You should read these Terms carefully before using the Site.
- 1.4. By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5. If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6. If you have any questions or complaints about the Site, please contact us by e-mail: [alumni@imperial.ac.uk](mailto:alumni@imperial.ac.uk)

### 2. Definitions

<b>Cookie policy</b>	means the policy: <a href="https://www.imperial.ac.uk/alumni/online-account/cookies/">https://www.imperial.ac.uk/alumni/online-account/cookies/</a> which governs how we use cookies in the Site;
<b>Privacy policy</b>	means the policy: <a href="http://www.imperial.ac.uk/advancement/about-us/advancement-policies/privacy-policy/">http://www.imperial.ac.uk/advancement/about-us/advancement-policies/privacy-policy/</a> which governs how we process any personal data collected from you;
<b>Site</b>	has the meaning given to it in clause 1.1;
<b>Submission</b>	means any text, images, video audio or other multimedia content, software or other information or material submitted by you or other users to the Site;
<b>We, us or our</b>	means Imperial College London, an independent corporation which is an exempt charity under the Laws of England and Wales (“Imperial”);
<b>You or your</b>	means the person accessing or using the Site.

### 3. Using the Site

- 3.1 The Site is for your personal and non-commercial use only in order to enable you to:
  - (a) send private messages to other alumni, join alumni groups based on your interests, or join an alumni association of Imperial in your area;
  - (b) receive regular Imperial updates relating to your interests and location;
  - (c) find Imperial and alumni events in your area – including opportunities to meet top academics and networking events for recent graduates;
  - (d) search for alumni by name, location or year of graduation and reconnect with old friends or make new contacts;
  - (e) share your location and post details of upcoming trips to connect with alumni in the area for local recommendations and advice;

- (f) post and browse job opportunities, internships and requests for venture/business partners.

- 3.2 The Site is intended for use by those who can access it from anywhere in the world. If you access the Site from locations outside the UK, however, you are responsible for compliance with local laws where they are applicable.
- 3.3 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at [alumni@imperial.ac.uk](mailto:alumni@imperial.ac.uk).
- 3.4 Your use of the Site means that you also accept our Privacy Policy and our Cookie policy.
- 3.5 You agree to provide accurate and complete information when creating or updating your account.
- 3.6 You agree to review and update your settings for use of the Site and on a regular basis.

#### **4. Restrictions on use**

As a condition of your use of the Site, you agree:

- 4.1 not to use the Site for any purpose that is unlawful under any applicable law or prohibited by these Terms;
- 4.2 not to use the Site to commit any act of fraud;
- 4.3 not to use the Site to distribute viruses or malware or other similar harmful software code;
- 4.4 not to use the Site for purposes of promoting unsolicited advertising (other than as contemplated under clause 3.1(f)) or sending spam;
- 4.5 not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- 4.6 not to use the Site in any manner that disrupts the operation of our Site or the website or business of any other entity;
- 4.7 not to use the Site in any manner that harms or may harm minors;
- 4.8 not to promote any unlawful activity;
- 4.9 not to represent or suggest that we endorse any business, product or service;
- 4.10 not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks;

- 4.11 not to share any personal data contained in any other user's Submissions with any third party external to the Site without the express consent of the other user;
- 4.12 not to attempt to circumvent password or user authentication methods; and
- 4.13 to comply with the provisions relating to our intellectual property rights and software contained in clause 7.1.

## **5. Submission standards**

- 5.1 Any Submission or communication to users of our Site must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. In particular, you warrant that any Submission or communication is:
  - (a) your own original work and lawfully submitted;
  - (b) factually accurate or your own genuinely held belief;
  - (c) provided with the necessary consent of any third party;
  - (d) not defamatory or likely to give rise to an allegation of defamation;
  - (e) not offensive, obscene, sexually explicit, discriminatory or deceptive; and
  - (f) unlikely to cause offence, embarrassment or annoyance to others.
- 5.2 We will not actively monitor or moderate Submissions on our Site. Where you are aware of any Submissions which do not meet the submission standards described above, please contact us at [alumni@imperial.ac.uk](mailto:alumni@imperial.ac.uk) and we will take appropriate action.
- 5.3 We may remove or edit any Submissions at our discretion if they do not in our view meet the submission standards or otherwise breach these Terms.

## **6. Linking and framing**

- 6.1 You may create a link to our Site from another website provided no such link:
  - (a) creates a frame or any other browser or border environment around the content of our Site;
  - (b) implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site;
  - (c) displays any trade marks or logos without our permission or that of the owner of such trade marks or logos; or
  - (d) is placed on a website that itself does not meet the requirements of these Terms.
- 6.2 We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

## **7. Ownership, use and intellectual property rights**

- 7.1 This Site and all intellectual property rights in it (including but not limited to any text, images, video, audio or other multimedia content, software or other information or material (other than Submissions)) are owned by us, our licensors KIT United SAS or both (as applicable). Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all such intellectual property rights. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
- 7.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 7.3 You retain ownership of all of your intellectual property rights in any Submissions or other content created, posted, or shared by you, on or through the Site and any personal data. We do not claim ownership of your Submissions.
- 7.4 You grant us a worldwide, transferable and sub-licensable right to use, copy, modify distribute, publicise and process the Submissions you provide through our Site without any further consent or notice. You can end this licence by requesting the deletion of your Submissions or your account in accordance with clause 7.6.
- 7.5 You represent and warrant that: (i) you own or have the requisite rights to use the content in your Submissions; (ii) the posting and use of your Submissions on or through the Site will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you shall pay for all royalties, fees and any other monies owed by reason of the content in your Submissions; and (iv) you have the legal right and capacity to enter into these Terms in your jurisdiction.
- 7.6 You may request deletion of your Submissions from the Site or deletion of your account at the Site at any time by contacting us at [alumni@imperial.ac.uk](mailto:alumni@imperial.ac.uk). We will use all reasonable endeavours to delete your Submissions from our Site, but you acknowledge that we have no control over any Submissions that you have shared with other users, and we are not responsible for any Submission that has been copied or stored by other users.

## **8. Accuracy of information, security and availability of the Site**

- 8.1 While we try to make sure that the Site is accurate and up-to-date, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

- 8.2 We are not responsible for viruses and you must not introduce them. We do not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer technology, computer programmes and platform to access the Site. You must not misuse the Site 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 Site.
- 8.3 Our content is provided for your general information purposes only and to enable you to use the Site as described in clause 3. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 8.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site. We may suspend or terminate operation of the Site at any time.
- 8.5 While we try to make sure that the Site is secure, we cannot guarantee the security of any Submissions and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not post any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable.
- 8.6 You agree to notify us immediately at [alumni@imperial.ac.uk](mailto:alumni@imperial.ac.uk) of any unauthorised use of your account or other breach of security.

## **9. Modifying and Terminating operation of the Site**

We may change and improve the Site at any time, and we may add or remove certain features or functionalities.

## **10. Breach**

In the event of your breach of these Terms we may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions to law enforcement authorities or take any action we consider necessary to remedy the breach.

## **11. Warranties and Indemnity**

- 11.1 To the extent permitted by law we exclude all warranties. We do not approve or endorse any Submissions.
- 11.2 You agree to indemnify us and to hold us harmless from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal fees) arising from or relating to your use of the Site or your Submissions, and/or your failure to comply with any provision of these Terms.

## **12. Limitation on our liability**

24 April 2018

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

- (a) losses that were not foreseeable to you and us when these Terms were formed; or that were not caused by any breach on our part,
- (b) business losses; and
- (c) losses to non-consumers.

### **13. Variation**

No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

### **14. Concerns**

- 14.1 We will try to resolve any concerns you raise relating to the Site with you quickly and efficiently.
- 14.2 If you are unhappy with the Site please contact us as soon as possible by email at [alumni@imperial.ac.uk](mailto:alumni@imperial.ac.uk).

### **15. Governing law**

English law governs these Terms and the English courts have exclusive jurisdiction in matters relating to them.

24 April 2018