

## TERMS OF WEBSITE USE

This document (together with the documents referred to on it) informs you of the terms of use on which you may use our websites: [www.obn.org.uk](http://www.obn.org.uk), [www.biotrinity.com](http://www.biotrinity.com), [www.bioforward.co.uk](http://www.bioforward.co.uk), [www.obn-awards.com](http://www.obn-awards.com), [bioseed.co.uk](http://bioseed.co.uk) ("**our sites**"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use our sites. By using our sites, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our sites.

### Information about us

Our sites are operated by OBN (UK) Ltd ("We"). We are registered in England and Wales under company number 06618658 and have our registered office at 5F Park Square, Milton Park, Oxfordshire, OX14 4RR, UK. Our main trading address is the same. Our VAT number is 935 2567 09.

### Accessing our sites

Access to our sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our sites without notice (see below). We will not be liable if for any reason our sites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of our sites, or our entire sites, to users who have registered with us.

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

### Prohibited uses

You may use our sites only for lawful purposes. You may not use our sites:

- 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;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (as 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); or
- to knowingly 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 our sites; and
- not to access without authority, interfere with, damage or disrupt any part of our sites, any equipment or network on which our sites are stored, any software used in the provision of our sites, or any equipment or network or software owned or used by any third party.

## Interactive services

We may from time to time provide interactive services on our sites, including, without limitation: bulletin boards; news groups; forums; communities; and/or other message or communication facilities designed to enable you to communicate with the public at large or a group (the “**interactive services**”).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical). However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our sites, 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

You must comply to these content standards, they apply to any and all material which you contribute to our sites (**contributions**), and to any interactive services associated with it. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- advocate, promote or assist any illegal activity;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- be threatening, abusive or invade another's privacy, or be likely to cause annoyance, harassment, embarrassment or alarm to any other person;
- give the impression that they emanate from us, if this is not the case.

## Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our sites, 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 our sites for your personal reference and you may draw the attention of others within your organisation to material posted on our sites. 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. You must acknowledge us (and that of any identified contributors) as the authors of material on any extracts or pages downloaded.

You must not use any part of the materials on our sites 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 our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Reliance on information posted**

Commentary and other materials posted on our sites are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our sites, or by anyone who may be informed of any of its contents.

### **Our sites change regularly**

We aim to update our sites regularly, and may change the content at any time. If the need arises, we may suspend access to our sites, or close them indefinitely. Any of the material on our sites may be out of date at any given time, and we are under no obligation to update such material.

### **Our liability**

The material displayed on our sites is provided without any guarantees, conditions or warranties as to its accuracy or completeness. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- all liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our sites or in connection with the use, inability to use, or results of the use of our sites, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

### **Information about you and your visits to our sites**

We process information about you in accordance with our privacy policy. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.

### **Transactions concluded through our sites**

Contracts for the supply of goods, services or information formed through our sites or as a result of visits made by you are governed by our terms and conditions of supply unless otherwise stated by us.

### **Uploading material to our sites**

Whenever you make use of a feature that allows you to upload material to our sites, or to make contact with other users of our sites, you must comply with the content standards set out above. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our sites will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our sites 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 materials posted by you or any other user of our sites.

We have the right to remove any material or posting you make on our sites if, in our opinion, such material does not comply with the content standards set out above.

### **Viruses, Hacking and other offences**

You must not misuse our sites 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 sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites 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 sites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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 material posted on it, or on any websites linked to it.

### **Linking to our sites**

You may link to our home page or other pages in our sites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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. Our sites must not be framed on any other site.

You must not establish a link from any website that is not owned by you or your employer.

We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out above.

### Links from our sites

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the content of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our sites although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### Trade marks

The following marks are trademarks used by OBN (UK) Ltd and are registered in the UK and/or in other countries around the world:



**OBN reserves all registered and unregistered rights to these marks.**

### Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our sites.

## **Suspension and termination**

We will determine, in our discretion, whether there has been a breach of these terms of use through your use of our sites. When a breach has occurred, we may take such action as we deem appropriate, which may include (without limitation):

- immediate, temporary or permanent withdrawal of your right to use our sites and/or of any posting or material uploaded by you to our sites;
- 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; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

## **Your concerns**

If you have any concerns about material which appears on our sites, please contact [info@obn.org.uk](mailto:info@obn.org.uk).

Thank you for visiting our sites.

**Updated: November 2019**