



## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE**

These terms were most recently updated on 13 December 2016.

### **WHAT'S IN THESE TERMS?**

These terms tell you the rules for using our website [www.pivigo.com](http://www.pivigo.com) and the rules for registering and holding a user account with us.

### **WHO WE ARE AND HOW TO CONTACT US**

We are Pivigo Limited (company number 08645601) and our registered office address is Seebeck House, 1 Seebeck Place, Knowlhill, Milton Keynes MK5 8FR (referred to as "**we**", "**us**" or "**our**"). Our main trading address is 80 Coleman Street, London, EC2R 5BJ.

We are the providers of the website [www.pivigo.com](http://www.pivigo.com) (referred to as "**our website**").

A reference to "**you**" or "**your**" is a reference to a user of our website and includes a person who has created a user account with us and/or clicked "Sign up for News".

To contact us, please email [info@pivigo.com](mailto:info@pivigo.com) or telephone +44(0) 207 788 4710.

### **BY USING OUR WEBSITE YOU ACCEPT THESE TERMS**

By using our website, including clicking "Sign up for News" and/or registering with us to create a user account (such user account is referred to as a "**Pivigo Account**"), you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our website and/or create or attempt to create a Pivigo Account.

We recommend that you print a copy of these terms for future reference.

### **CREATING A PIVIGO ACCOUNT**

If you would like to use our services, you will need to complete the registration process on our website so that we can create a Pivigo Account for you.

To register to create a Pivigo Account, you will need to input the details specified on our registration form into our registration form and then click "Register". Please take the time to read and check your details during the registration process and amend any errors before submitting your details to us.

Once you have completed our registration form and clicked "Register", you will receive an email which confirms whether your account has been successfully opened. We reserve the right to refuse to open a Pivigo Account without having to give a reason. You agree that by clicking "Register", you are entering into a legally binding agreement.

You may only create and hold a Pivigo Account if:

Pivigo Limited, 80 Coleman Street, London, EC2R 5BJ

W: [www.pivigo.com](http://www.pivigo.com) E: [info@pivigo.com](mailto:info@pivigo.com) P: +44(0)207 788 4710

Registered in England & Wales Company No. 08645601 Registered Office 43 Grayburn Lane, Beverley, East Yorkshire HU17 8JR, VAT no. 173 8952 66.



- You are at least 18 years old;
- You have not previously held a Pivigo Account with us that has been permanently suspended or terminated;
- You do not reside in a country that is prohibited by law, regulation, treaty or administrative act from entering into trade relations (including the export of technology) with England or Wales or its citizens; and
- You do not already have a Pivigo Account.

You warrant to us that you are at least 18 years old. If you are not a business user, you warrant to us that you are not registering to open a Pivigo Account on your own behalf and in your own name (and not on behalf of and/or in the name of a third person). You must give us your real name and any other information you provide to us must be truthful.

If we need to contact you, we will contact you by email using the email address you provided to us in the registration form you submitted when you created your Pivigo Account. You agree to keep your contact information up to date. If you do not keep your contact information up to date you may not receive important notifications about your Pivigo Account, our website and/or any services we are providing to you.

## **TERMINATION AND SUSPENSION OF YOUR PIVIGO ACCOUNT**

Your Pivigo Account is personal to you and may not be sold or transferred to a third party. If you attempt to sell or transfer your Pivigo Account to a third party, we may prevent you from accessing your Pivigo Account and/or may suspend or terminate your Pivigo Account on a permanent or temporary basis.

If you want to terminate your Pivigo Account you will need to notify us by email sent to [info@pivigo.com](mailto:info@pivigo.com). You acknowledge that if we are providing services to you on the date you notify us that you want to terminate your Pivigo Account, it may not be possible for us to terminate your Pivigo Account immediately as you may need to continue to hold your Pivigo Account until you give us the amount of notice stated in the terms and conditions which apply to the provision of those services.

We may, in our absolute discretion, terminate or suspend your Pivigo Account and prevent you from accessing your Pivigo Account (on a permanent or temporary basis) if at any time:

- We believe that you have breached these terms or any other terms that apply to you whether set out under the heading “There are other terms that may apply to you” below or otherwise;
- We believe that you have acted in a way which is unlawful, or which may create liability for us, our members, our internet service providers or any other supplier;
- We are unable to verify any information provided by you; and/or
- Our other members provide us with negative feedback about you which we consider in our sole and reasonable opinion warrants us terminating or suspending



your Pivigo Account and/or preventing you from accessing your Pivigo Account (on a permanent or temporary basis).

We have the right to remove any information you post on our website (via your Pivigo Account or otherwise) on a permanent or temporary basis if we terminate or suspend your Pivigo Account for the reasons set out above or any other reason set out in these terms.

If we terminate or suspend your Pivigo Account for the reasons set out above or any other reason set out in these terms you shall no longer be permitted to access our website or your Pivigo Account or, in the case of a temporary suspension, for the duration of that suspension.

The termination or suspension of your Pivigo Account on a permanent or temporary basis may affect our ability to provide services to you. We shall not be liable to you for any losses you incur as a result of or in connection with our failure to provide you with any services (or otherwise) where your Pivigo Account is terminated or suspended on a permanent or temporary basis for the reasons set out above or any other reason set out in these terms.

You acknowledge that the termination or suspension of your Pivigo Account will not prevent persons who hold a user account with us from copying or re-sharing information and content you have shared, to the extent such information and content has been copied or re-shared prior to the termination or suspension of your Pivigo Account.

## **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

You must keep your user name and password for your Pivigo Account confidential and must not disclose it to any third party. You agree to choose a strong and secure password.

We have the right to disable any user name or password, 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 name or password, you must promptly notify us at [info@pivigo.com](mailto:info@pivigo.com).

You are responsible for anything that happens through your Pivigo Account unless you have terminated your Pivigo Account or reported such misuse to us.

## **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

These terms refer to the following additional terms, which also apply to your use of our website and your Pivigo Account:

- Our Privacy Policy <https://www.pivigo.com/privacy.pdf>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website and registering to create a Pivigo Account, you consent to such processing and you warrant that all data provided by you is accurate, not false, misleading or fraudulent.
- Our Cookie Policy <https://www.pivigo.com/cookies.pdf>, which sets out information about the cookies on our website.

## **WE MAY MAKE CHANGES TO THESE TERMS**



We amend these terms from time to time. Every time you wish to use our website and log into your Pivigo Account, please check these terms to ensure you understand the terms that apply at that time. We may choose to notify you electronically of such changes by a pop-up notification on our website.

## **WE MAY MAKE CHANGES TO OUR WEBSITE**

We may update and change our website from time to time to reflect changes to our users' needs, the services we provide and our business priorities.

We will try to give you reasonable notice of any major changes to our website but these terms will continue to apply regardless of any changes we make to our website.

## **WE MAY SUSPEND OR WITHDRAW OUR WEBSITE**

Our website and your Pivigo Account are made available free of charge.

We do not guarantee that:

- Our website, or any content on it; and/or
- Your Pivigo Account,

will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our website or your Pivigo Account for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **HOW YOU MAY USE MATERIAL ON OUR WEBSITE**

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it (other than any information posted by you). 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 website unless you are otherwise permitted to do so by any other terms and conditions which apply to services we are providing to you.

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 unless you are otherwise permitted to do so by any other terms and conditions which apply to services we are providing to you.

Our status (and that of any identified contributors) as the author of content on our website must always be acknowledged.



You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors or unless you are otherwise permitted to do so by any other terms and conditions which apply to services we are providing to you.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website and your Pivigo Account will cease immediately and you must, at our option, return or destroy any copies of the materials you have made unless you are otherwise permitted to do so by any other terms and conditions which apply to services we are providing to you.

### **DO NOT RELY ON INFORMATION ON THIS WEBSITE**

The content on our website is provided for general information only and/or, if applicable, in connection with any services we are providing to you. It is not intended to amount to advice on which you should rely unless stated otherwise in any other terms and conditions which apply to services we are providing to you. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website unless stated otherwise in any other terms and conditions which apply to services we are providing to you.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website (whether available via your Pivigo Account or otherwise) is accurate, complete or up to date.

### **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our website contains 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 or 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**

Our website may include information and materials uploaded by other users of our website. We may moderate this information before we permit it to be published on our website.

The views expressed by others on our website, even if the information and/or content has been moderated by us prior to being posted, does not represent our views and values. You agree that notwithstanding any moderation carried out, we are not responsible for such information and/or content or for any losses that you suffer as a result of your use or reliance on such information and/or content.

You acknowledge that information posted by other users of our website and/or provided via other user accounts (including profile pages) may not be accurate, complete or up to date and may be misleading, illegal, offensive or otherwise harmful.

If you wish to complain about information and materials uploaded by other users, please contact us at [info@pivigo.com](mailto:info@pivigo.com).

### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

Pivigo Limited, 80 Coleman Street, London, EC2R 5BJ

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Registered in England & Wales Company No. 08645601 Registered Office 43 Grayburn Lane, Beverley, East Yorkshire HU17 8JR, VAT no. 173 8952 66.



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.

We make no representations and give no warranties as to the quality, fitness for purpose, accuracy of data and non-infringement of our website and/or your Pivigo Account. All implied warranties and statutory terms are excluded to the fullest extent permitted by law. This disclaimer may not apply to you if you are a consumer and not a business user.

Different limitations and exclusions will apply to our liability arising as a result of the supply of any services to you. Details of these limitations and exclusions will be set out in terms and conditions which apply to that particular service.

If you are a business user, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity you suffer in connection with your use of this website and/or a Pivigo Account. You shall indemnify us in connection with all losses we suffer due to or arising as a result of any information or material you post on our website, your use of our website and/or your Pivigo Account and your breach of these terms.

If you are a consumer and defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## **UPLOADING CONTENT TO OUR WEBSITE**

Whenever you make use of a feature that allows you to upload content or information to our website, or to make contact with other users of our website, you must comply with the content standards set out under the heading “Content Standards” below.

You warrant that any such contribution complies with the standards set out under the heading “Content Standards” below, 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.

You own the content and information that you submit or post on our website unless stated otherwise in any other terms and conditions which apply to services we are providing to you, but you grant to us a worldwide, royalty-free, transferable, sub-licensable, non-exclusive right to use, publish, distribute, copy, process and modify such information and content, without any further consent, notice and/or compensation to you.

Details of the rights you grant to us in connection with information and content you upload or post may also be set out in the terms and conditions which apply to the particular service we are providing to you.

We also have the right to disclose your identity to any third party who is claiming that any content or information posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy. You will be responsible for any loss or damage we suffer as a result of a third party claiming that any content or information



posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any content or information you post on our website if, in our opinion, that information or content does not comply with the content standards set out under the heading “Content Standards” below.

## **ACCEPTABLE USE**

You may only use our website and your Pivigo Account for lawful purposes. You may not use our website and/or your Pivigo Account:

- 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 send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out under the heading “Content Standards” 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 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.
- To degrade, restrict or inhibit any other person from using our website or their user account.

You also agree not to access without authority, interfere with, damage or disrupt:

- Any part of our website including another user’s account;
- Any equipment or network on which our website is stored;
- Any software used in the provision of our website including your Pivigo Account and other users’ accounts; or
- Any equipment or network or software owned or used by any third party.

We may from time to time provide interactive services on our website, including, without limitation:

- Data science challenges;

- Tutorials;
  - Group discussion forum(s);
  - Job search functionality,
- ("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).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our website, 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 our website, 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.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we may 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 our website (including via your Pivigo Account) and to any interactive services associated with it. They also apply to any information provided to us by you including in the registration form when you registered for your Pivigo Account. Any material you contribute to our website and to any interactive services associated with it together with any information you provide to us (via your Pivigo Account or otherwise) shall be known as "**contributions**".

You must comply with the spirit and the letter of the following standards. 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).
- 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.



- Contain any material which is obscene, offensive, hateful, abusive, harmful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 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.
- Promote any illegal activity.
- 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.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

We will determine, in our discretion, whether there has been a breach of the acceptable use terms and/or content standards through your use of our website and/or your Pivigo Account. When a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with the acceptable use terms or content standards set out above constitutes a material breach of these terms of use upon which you are permitted to use our website and your Pivigo Account, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our website including termination or suspension of your Pivigo Account.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

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- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of the acceptable use terms or content standards set out above. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

## **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our website and/or your Pivigo Account will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our website and your Pivigo Account. You should use your own virus protection software.

You must not misuse our website and/or your Pivigo Account 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 our website, another user's account, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 our website and your Pivigo Account will cease immediately.

## **RULES ABOUT LINKING TO OUR WEBSITE**

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 our website in any website that is not owned by you.

Our website must not be framed on any other site, nor may you create a link to any part of our website 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 under the heading "content standards" above.

If you wish to link to or make any use of content on our website other than that set out above, please contact [info@pivigo.com](mailto:info@pivigo.com).



## **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales 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 Scotland, you may also bring proceedings in Scotland.

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 English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

We recognise that users outside of the United Kingdom may access our website. However, we do not represent that content available on or through our website and/or the creation or use of a Pivigo Account is appropriate for use, available in other locations and/or complies with the law of any country outside England and Wales. Any such users outside of England and Wales agree that their use of this website and compliance with these terms is subject to and governed by the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction without exception unless you are a consumer when the terms above shall apply. The laws of any other country shall not apply.