

BEE DIGITAL LIMITED

USER TERMS AND CONDITIONS

THIS DOCUMENT SETS OUT THE TERMS ON WHICH BEE DIGITAL LIMITED (“BEE-IT”) PROVIDES YOU WITH ACCESS TO WWW.BEE-IT.CO.UK (“WEBSITE”). PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE. YOU ACKNOWLEDGE THAT BY CLICKING ON THE BUTTON MARKED “I ACCEPT” OR BY USING THE WEBSITE (WHOLLY OR PARTLY) IN ANY WAY, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO USE THE FEATURES AND FUNCTIONALITIES ON THE WEBSITE.

YOU ARE ADVISED TO PRINT AND RETAIN A COPY OF THESE TERMS FOR YOUR FUTURE REFERENCE.

1 INFORMATION ABOUT BEE DIGITAL LIMITED AND THE WEBSITE

- 1.1 The Website is owned and managed by Bee Digital Limited, a company registered in England and Wales with the company registration number 07008163 and having its registered address at Unit 6 Southill, Cornbury Park, Charlbury, Oxfordshire OX7 3EW.
- 1.2 The Website is an online network which provides you with certain features and functionalities which include without limitation, the facility to create your own profile (“**Profile**”), interact with other users regarding information communication technology in education institutions, access news and information, participate in the Website forum, register for events and search for information communication technology suppliers (“**Website Features**”).
- 1.3 bee-it may be contacted by email at info@bee-it.co.uk or by writing to the Customer Support Department using the contact details set out on the Website.

2 REGISTRATION PROCESS

- 2.1 To use the Website Features, you shall be required to register as a user (“**User**”) using the online registration form available on the Website. By completing the online registration form, you consent to bee-it conducting verification and security procedures in respect of the information provided by you.
- 2.2 bee-it may send you a confirmation email to confirm your registration as a User of the Website. You shall keep your registration details (“**Login Details**”) confidential and secure.
- 2.3 If you do not register as a User with bee-it, you shall only have limited access to the Website.

3 COMMENCEMENT AND TERMINATION OF YOUR CONTRACT AS A USER

- 3.1 Your contract with us shall commence on the date of the confirmation email sent to you by bee-it. Your contract with bee-it will continue until terminated in accordance with clauses 3.2 and 3.3.
- 3.2 You may terminate your contract with bee-it:
 - 3.2.1 where you are a User, by deleting your Profile on the Website and notifying us using the contact details made available to you on the Website; or
 - 3.2.2 where you are not registered as a User, by ceasing all use of the Website.

- 3.3 bee-it may suspend or terminate your use of and/or access to the Website and the Website Features:
- 3.3.1 by giving you prior written notice of such termination; or
 - 3.3.2 if bee-it is unable to provide you with use of and/or access to the Website and the Website Features for any reasons whatsoever; or
 - 3.3.3 if bee-it believes that there has been fraudulent use, misuse or abuse of the Website and/or Website Features (in whole or in part); or
 - 3.3.4 if bee-it believes that you or someone using your Login Details and Profile (if applicable) has failed to comply with the provision of these Terms.
- 3.4 Upon termination of your contract with bee-it in accordance with these Terms, your access to and use of the Website (where applicable) and/or Website Features shall cease.

4 YOUR OBLIGATIONS

- 4.1 You agree that you are solely responsible and liable for all activities on the Website and use of and access to the Website Features (if applicable) as a User or a non-User.
- 4.2 If you are a User, you shall promptly notify bee-it in the event of any breach of security or any unauthorised use of your Login Details and/or Profile. If you are a non-User, you shall promptly notify bee-it if you have reason to believe that there has been a breach of security or nay unauthorised use or abuse of the Website.
- 4.3 You agree that as a User with access to the Website Features, you shall not submit to appear on the Website, any review, comment, link or other material whatsoever ("**User Submissions**") that may reasonably be deemed to be offensive, illegal, inappropriate or in any way:
- 4.3.1 promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - 4.3.2 harass or advocate harassment of another person;
 - 4.3.3 display pornographic or sexually explicit material;
 - 4.3.4 promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
 - 4.3.5 promote any illegal activities;
 - 4.3.6 provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
 - 4.3.7 promote or contain information that you know or believe to be inaccurate, false or misleading;
 - 4.3.8 engage in or promote commercial activities and/or sales, including but not limited to contests, sweepstakes, barter, advertising and pyramid schemes, without the prior written consent of bee-it; or
 - 4.3.9 infringe any rights of any third party including without limitation, any intellectual property rights.

- 4.4 You acknowledge that making a User Submission does not guarantee that such User Submission shall appear on the Website or any of the Website Features, but agree that bee-it may, at its sole discretion, choose to display any User Submission or any part of a User Submission that you make on the Website.
- 4.5 You further agree that at all times, you shall:
- 4.5.1 not use your Login Details with the intent of impersonating another person;
 - 4.5.2 not allow any other person to use your Login Details;
 - 4.5.3 not use or rely solely and fully on the information presented on the Website or provided to you using the Website Features;
 - 4.5.4 not do anything likely to impair, interfere with or damage or cause harm or distress to any persons using the Website, the Website Features or in respect of the network;
 - 4.5.5 not use the Website, the Website Features, the content in the Website and/or do anything that will infringe any intellectual property right or other rights of any third parties;
 - 4.5.6 comply with all instructions and policies provided by bee-it from time to time in respect of the Website and/or the Website Features;
 - 4.5.7 co-operate with any reasonable security or other checks or requests for information made by bee-it from time to time; and
 - 4.5.8 use the information made available to you on the Website and/or through your use of the Website Features at your own risk.
- 4.6 In the event bee-it considers that you have breached any of the terms in this clause 4, bee-it reserves the right to take any action that it deems necessary, including without limitation, the termination of your use of and/or access to the Website and/or the Website Features. bee-it is also entitled to instigate legal proceedings against you as appropriate.
- 4.7 If you are of the opinion that any of the User Submissions or the content on the Website is objectionable, please contact bee-it by using the contact details set out on the Website. bee-it shall use its reasonable endeavours to review the relevant User Submissions or content as soon as is practicable and shall take such action which it deems necessary and appropriate.

5 DISCLAIMER

- 5.1 You acknowledge that bee-it only provides you with the facility to browse, read and access the Website and the Website Features. bee-it is not in any way a participant of any transaction and/or process between you and the other Users of the Website, whether such transactions are commercial or otherwise. You are therefore strongly recommended to seek expert and professional advice prior to entering into any transaction or contractual relationship with the other Users of the Website.
- 5.2 Additionally, you are also advised not to disclose any of your personal and contact details to other Users and to take all precautions when setting up face-to-face meetings with the other Users.
- 5.3 You acknowledge and agree that bee-it shall not be liable for any communication or contractual relationship between you and the other Users of the Website and/or Website Features.

6 WARRANTIES

- 6.1 You hereby warrant that (a) you have the right and capacity to enter into and be bound by these Terms; (b) you shall comply with all applicable laws regarding your use of the Website and the Website Features (if applicable); and (c) all information provided by you to bee-it are at all times true, accurate and correct.
- 6.2 bee-it does not verify and does not have control over the User Submission and some of the content made available to you on the Website and/or through your use of the Website Features. Consequently bee-it does not warrant or guarantee the accuracy, correctness, reliability and suitability of the User Submission and some of the content made available to you. bee-it strongly recommends that you do not rely on any of such information to assist in making or refraining from making a decision, or to assist in deciding on a course or a specific course of action. If you intend to use and/or rely on such information referred to in these Terms, you agree that you do so at your own risk and liability.
- 6.3 Additionally, you agree and understand that where bee-it includes views, opinions, advice and recommendations, these views opinions, advice and recommendations are not endorsed by bee-it and to the maximum extent permitted by law, bee-it shall not be liable on account of the accuracy, defamatory nature, completeness, timeliness, suitability or otherwise of such views, opinions, advice and recommendations.
- 6.4 Links to third party websites and third party advertising banners may appear on the Website from time to time. Such third party websites and third party advertising banners are not the responsibility of bee-it and bee-it accepts no liability for these links and advertising banners.
- 6.5 All warranties, representations, guarantees, conditions and terms other than those expressly set out in these Terms, whether express or implied by statute, common law, trade usage or otherwise, and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.

7 BEE-IT'S LIABILITY

- 7.1 bee-it's liability for losses suffered by you as a result of bee-it breaching these Terms is strictly limited to £100.
- 7.2 The limitation set out in clause 7.1 does not in any way limit bee-it's liability for (a) death or personal injury caused by bee-it's negligence; or (b) fraud or fraudulent misrepresentation.
- 7.3 bee-it is not responsible for any indirect loss which occurs as a side effect of the main loss or damage including but not limited to:
- 7.3.1 loss of income or revenue;
 - 7.3.2 loss of business;
 - 7.3.3 loss of profits or contracts;
 - 7.3.4 loss of anticipated savings;
 - 7.3.5 loss of data;
 - 7.3.6 waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise even if foreseeable.

- 7.4 In the event you have a dispute with one or more of the other Users of the Website, you hereby release bee-it from any claims, demands and damages (whether actual or consequential) of any kind and nature, known and unknown, arising out of or in connection with such disputes.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 bee-it and its licensors own all rights in the intellectual property rights relating to the Website and/or the Website Features.
- 8.2 You are expressly prohibited from:
- 8.2.1 reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Website and/or Website Features including without limitation, any images, submissions in the form of articles and write-ups made available on the Website; and
 - 8.2.2 removing, modifying, altering or using any registered or unregistered marks/logos/design owned by bee-it and/or its licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of bee-it or could be considered an infringement of any of the rights in the intellectual property rights owned by and/or licensed to bee-it.
- 8.3 You warrant that you own or are licensed to use the intellectual property rights in the User Submissions that you provide to the Website.
- 8.4 You hereby grant bee-it permission to use, publish, display and to edit the User Submissions on the Website where bee-it deems necessary or desirable to do so.

9 GENERAL

- 9.1 If bee-it fails at any time to insist upon strict performance of its obligations under these Terms, or if it fails to exercise any of the rights or remedies to which it is entitled to under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.
- 9.2 A waiver by bee-it of any default shall no constitute a waiver of any subsequent default.
- 9.3 No waiver by bee-it of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- 9.4 All notification and communication to bee-it should be sent to the contact details made available to you on the Website.
- 9.5 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 9.6 These Terms represent the entire agreement between you and bee-it in respect of your use of the Website and shall supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 9.7 You acknowledge that in entering into these Terms, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the Internet or in negotiation between us except as expressly set out in these Terms.

- 9.8 These Terms are governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction over any disputes arising out of these Terms. If you live outside the United Kingdom, English law shall apply only to the extent that English law shall not deprive you of any legal protection accorded in accordance with the law of the place where you are habitually resident (“**Local Law**”). In the event English law deprives you of any legal protection which is accorded to you under Local Law, then these terms shall be governed by Local Law and any dispute or claim arising out of or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the courts where you are habitually resident.
- 9.9 bee-it reserves the right to modify these Terms at any time. Any changes we may make to this Terms of Use document in the future will be notified and made available to you using the Website.

10. CONTACT DETAILS

Please direct any queries about these Terms to:

Bee Digital Limited
26 - 28 Hammersmith Grove
London
W6 7BA

info@bee-it.co.uk