

#### **JIG WEBSITE and MATERIALS POLICY**

**VERSION 2.1** 

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### General

This Website is owned and operated by Joint Inspection Group Ltd ("Joint Inspection Group" or "JIG"). For the purposes of these Terms and Conditions "We", "Our" and "Us" refers to Joint Inspection Group Ltd. References to "you" or "your" mean you as a user and/or Member of the Website.

Please review these Terms and Conditions carefully before using this Website, IN PARTICULAR THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SECTIONS BELOW AND NOTE THAT THE USE OF THIS WEBSITE AND ANY MATERIALS OR DOCUMENTS OR INFORMATION ON THIS WEBSITE IS SUBJECT TO THOSE EXCLUSIONS AND LIMITATIONS.

We recommend that you print a copy of this for your future reference. Your use of this Website indicates your agreement to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not use the Website.

## Other Applicable Terms

These Terms and Conditions refer to our Joint Inspection Group (JIG) Website Data Privacy Protection Policy (the "Privacy Policy") found here, which sets out information about the Cookies on our Website and the terms on which We process any personal data we collect from you, or that you provide to Us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

### **Data Protection**

Any personal information you supply to Us when you use this Website will be used in accordance with Our Privacy Policy.

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- the software code underlying the Website;
- the products and/or services offered on the Website; and
- all materials on this Website (including without limitation the JIG Standards and all other publications produced by or on behalf of Joint Inspection Group, whether in electronic or hard copy form and whether made available on or via download through the Website or otherwise obtained from Joint Inspection Group),

(collectively the "Website Materials").

You may not copy, modify, alter, publish, broadcast, distribute, sell or transfer any Website Materials whether in whole or in part without Our prior written permission. However, the contents of this Website may be downloaded, printed or copied for your personal non-commercial use.

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## Accessing the Website

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Access to the Website is made available free of charge.

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website or Website Materials without notice. We will not be liable to you if for any reason the Website or the Website Materials are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to access the Website.

You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and Conditions, the Privacy Policy and other applicable terms and conditions, and that they comply with them.

## Acceptable Use

You may only use this Website in accordance with these Terms and Conditions and for lawful and proper purposes which includes complying with all applicable laws, regulations and codes of practice within the UK or other jurisdiction from which you are accessing this Website.

In particular, you agree that you will not:

- post, transmit or disseminate any information on or via this Website which is or may be harmful, obscene, defamatory or otherwise illegal;
- use this Website in a manner which causes or may cause an infringement of Our rights or the rights of any other;
- deface, alter or interfere with the front end 'look and feel' of this Website or the underlying software code;
- take any action that imposes an unreasonable or disproportionately large load on this Website or related infrastructure:
- obtain or attempt to obtain unauthorised access, via whatever means, to any of Our networks;
- modify any materials that you have downloaded in any way, or use any illustrations, graphics, photographs, video or audio sequences separately from any accompanying text;
- reproduce any part of the Website Materials for commercial or any other purposes without obtaining prior written permission from Us; and/or
- use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of this Website including but not limited to uploading or making available files containing, or otherwise introducing to the Website via whatever means, corrupt data, viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful, or attacking the Website via a denial-of-service attack or a distributed denial-of-service attack. Your breach of this provision amounts to a criminal offence under the Computer Misuse Act 1990, and We will report any such breach to the relevant law enforcement authorities and will co-operate fully with those authorities, including by disclosing your identity to them. In the event of such a breach, your right to use Our Website (and your status as a Member) will cease immediately.

Our status as owner of the rights in the Website Materials must always be acknowledged using the following statement on all reproductions of the Website Materials:

"This material is produced by and belongs to Joint Inspection Group Ltd and is reproduced with their permission."

Without prejudice to any of Our other rights (whether at law or otherwise) We reserve the right to deny you access to this Website where We believe (in Our absolute discretion) that you are in breach of any of these Terms and Conditions.

If you copy or download any part of the Website Materials in breach of these terms, your right to use such Website Materials and your status as a Member shall cease immediately and you must, at Our option, return or destroy any copies of the Website Materials you have made.

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## Changes to this Website

We may make improvements or changes to the Website or Website Materials, or suspend, withdraw or restrict the availability of any part of this Website, at any time without notice. However, please note that the Website and/or the Website Materials may be out of date at any given time, and We are under no obligation to update them.

We do not guarantee that the Website or the Website Materials will be free from errors or omissions.

#### **Viruses**

We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your own information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

As set out in the Acceptable Use section above, you must not misuse our site by knowingly introducing viruses or other material that is malicious or technologically harmful.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any Website Materials, or of any website linked to the Website.

## Changes to these Terms and Conditions

We may also modify these Terms and Conditions at any time, and such modification shall be effective immediately upon posting of the modified Terms and Conditions on this Website. Accordingly, your continued access or use of this Website and the Website Materials is deemed to be your acceptance of the modified Terms and Conditions. Please check this page from time to take notice of any modifications We have made, as they are binding upon you.

### Links to other websites

This Website may include links to other internet sites, which are provided for your information only. We have no control over and are not responsible for and have not verified the information, material, products or services contained on or accessible through those websites, and We will not be liable for any loss or damage of whatsoever kind whether direct, indirect, special, punitive, exemplary or consequential that may arise from your access to or use of them. Such links should not be interpreted as endorsement by Us of those linked websites. Your access and use of such websites remains solely at your own risk.

## Linking to the Website

You may only link to the home page of the Website with Our express written permission and provided always that you do so in a fair and legal manner which does not damage Our reputation or otherwise take advantage of it. You must not establish a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission in Our sole discretion without notice.

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 Website in or from any website that you do not own.

The Website must not be framed on any other site.

If you wish to make any use of any content on the Website other than as permitted above, such use is contingent upon our prior written permission, which may be withheld in our sole discretion. Please contact <a href="mailto:jig@best4business.com">jig@best4business.com</a> to make any such request.

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## Uploading content to the Website

Whenever you make use of a feature that allows you to post on or upload content to the Website, or to make contact with other users of the Website, you must comply with these Terms and Conditions and in particular the Acceptable Use restrictions contained herein.

You warrant that any such contribution complies with these Terms and Conditions, and you will be liable to Us and indemnify Us for any loss or damage We suffer as a result of your breach of that warranty.

Any content you post on or upload to the Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you hereby grant Us (and other users of the Website) a non-exclusive, worldwide, irrevocable licence to use, store and copy that content and to distribute and make it available to third parties.

We reserve the right to disclose your identity to any third party who claims that any content posted on or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We reserve the right to remove any content you post on or upload to the Website if, in Our opinion, your post does not comply with these Terms and Conditions.

We are not responsible, or liable to any third party, for the content or accuracy of any content posted or uploaded by you or any other user of the Website.

The views expressed by other users on the Website do not represent Our views or values.

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

## Members' Log-in

In addition to the remainder of these Terms and Conditions which apply to all users, the following terms apply to authorised persons who have been provided with an identification code and password for use in accessing certain pages of this website ("Members"):

- You are provided with an identification code and password exclusively for use by you, the Member, in accessing certain pages of this Website. You shall take such actions as are necessary to maintain the confidentiality and otherwise to prevent the unauthorised use of the identification code and password, and you hereby agree to notify Us promptly at <a href="info@jig.org">info@jig.org</a> in the event that any unauthorised person has gained access to them. We have the right to disable any identification code and/or password, whether chosen by you or allocated by Us, at any time, if any unauthorised person has gained access to such identification code or password, or if in Our reasonable opinion you have failed to comply with any of these Terms and Conditions.
- You hereby authorise Us and any party claiming through Us to rely upon any information and instructions set forth in any data transmission using the identification code or password without making further investigation or enquiry and regardless of the actual identity of the individual transmitting the same in connection with the operation of the Website, save in the case of Our negligence or wilful default. You shall indemnify and hold Us harmless from any claim, proceeding or damages relating to the use, misuse or unauthorised use of the identification code and password, save in respect of our negligence or wilful default.

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- WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:
  - USE OF, OR INABILITY TO USE, THE WEBSITE; OR
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- IN PARTICULAR, WE WILL NOT BE LIABLE FOR ANY LOSSES WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO:
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## Disclaimer of Warranty

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### Indemnification

You agree to indemnify, defend and hold Us and Our agents, subcontractors, directors, officers and employees harmless from any liability, loss, claim, action, demand, proceeding, cost, fine, penalty, damage and expense (including reasonable legal fees) suffered or incurred by Us or any of Our agents, subcontractors, directors, officers or employees arising out of or in connection with your breach of these Terms and Conditions.

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# Company Details

Joint Inspection Group Limited is a company limited by guarantee not having a share capital. Company No. 4617452 registered in England and Wales. VAT number: GB830 4523 57. Registered address: 9 Caxton House, Broad Street, Cambourne, Cambridgeshire, CB23 6JN, UK.

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