

A: THESE TERMS AND CONDITIONS

YOUR RIGHT TO ACCESS THE SERVICE IS SUBJECT TO YOU AGREEING TO THESE TERMS AND CONDITIONS. YOU SHOULD READ THESE TERMS AND CONDITIONS VERY CAREFULLY BEFORE CLICKING ON THE LOGIN BUTTON. BY CLICKING 'LOGIN' YOU CONFIRM THAT YOU AGREE WITH THESE TERMS & CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU SHOULD NOT LOG IN TO THE SYSTEM.

B. PROPRIETARY RIGHTS

THE SERVICE IS MADE AVAILABLE TO YOU VIA THIS SITE WHICH IS HOSTED AND OPERATED BY NORTHUMBRIA LEARNING LIMITED ('US' 'WE' 'OUR') ACTING ONLY IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM NORTHUMBRIA UNIVERSITY ('THE UNIVERSITY'). ALL INTELLECTUAL PROPERTY RIGHTS IN THE SERVICE AND THE SOFTWARE ARE THE PROPERTY OF THE UNIVERSITY AND ARE LICENSED TO YOU IN ACCORDANCE WITH THE CONDITIONS SET OUT BELOW.

C. PRIVACY POLICY AND STUDENT REGULATIONS

THESE TERMS AND CONDITIONS SHOULD BE READ IN CONJUNCTION WITH THE UNIVERSITY'S HANDBOOK OF STUDENT REGULATIONS ('THE REGULATIONS'). You can read all sections of the Handbook on the University's website at: http://northumbria.ac.uk/sd/central/uso/stud_reg_handbk/

The Service

These terms and conditions shall apply to the provision by us to you on behalf of the University of a dedicated web space area which is accessed via this site and in which you will be able to create (using software applications made available by us) a separate site to be used by you in conjunction with your academic studies (the Service).

The Service is made available to you by the University in its absolute discretion to assist you as a student of the University in your academic studies and should not be used by you for any other purpose.

Software

The software applications made available to you by us are to be used by you in conjunction with the Service. The software applications are supplied on licence subject to these terms and conditions. In addition where the software applications are supplied by a

third party you may be asked to confirm your acceptance of that third party's terms of use in respect of the software. It is your responsibility to ensure that you comply with such terms of use. In the event of a conflict between such terms of use and these terms and conditions, these terms and conditions will prevail.

We reserve the right following instruction from the University to modify, update or delete any software application without notification whether made available to you directly from us or via a third party.

You shall not except to the extent permitted by law (and shall not permit any third party) to copy, modify, delete, reverse engineer, decompile, disassemble, translate, convert or apply any procedure or process to the software made available to you either directly from us or via a third party without the express permission of the University.

Non Transferable

Your right to use the Service and the software as set out in these terms and conditions cannot be transferred by you to a third party without the express permission of the University except to the extent that we may transfer your rights to any third party when requested to do so by the University in its absolute discretion.

Proprietary Rights

All copyright, database right, design right and other intellectual property rights associated with the Service including intellectual property rights in the software made available by us as part of the Service shall remain the property of the University whether exclusively or on licence from a third party except to the extent that any intellectual property rights arising from any content you create when using the Service such as design rights, copyright, trademarks, logos and trade names shall become vested in you provided that such rights have been created by you without any breach of these conditions.

Reservation of Rights

Any rights not expressly granted to you in these terms and conditions in respect of your use of the Service and/or the software made available by us to be used in conjunction with the Service (to the extent that the rights related to such software are not extended by a third party licensor or that software) are reserved to us on behalf of the University.

The Web Manager

Your account will be managed by a member of University staff (the Web Manager) nominated by your School faculty. The Web Manager will be granted access to your site to ensure that it is being used in a manner consistent with your academic studies.

Operating Your Account

In setting up an account for you we are acting on behalf of the University. All accounts will be maintained and operated only by us in accordance with the University's IT Systems Security Policy and the Computing & Library Regulations as well as instructions received from the University from time to time. The documents can be downloaded from the University's web site at: <http://northumbria.ac.uk/sd/central/its/regs/>

Webspace accounts are allocated and activated, at the sole discretion, of the Web Manager. Your User Name and password are unique to you. You are responsible for ensuring that your User Name and password are kept secure and confidential at all times.

Data Policy

Information used by us in setting up your account will be obtained from the University and is processed in accordance with the University's instructions. In accepting these terms and conditions you agree to the transfer of that information. All data is controlled by the University and held by us on its behalf in accordance with the University's Privacy Policy.

If at any stage you believe that the information processed by us is inaccurate or incomplete you should immediately contact the University.

Content on Your Site

The Service is provided to you to assist you in your academic study. You shall be responsible for ensuring that the site created by you when using the Service does not contain any content which may infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party intellectual property rights) ('Inappropriate Content').

You should be aware that if you place Inappropriate Content on your site (or a link to Inappropriate Content) you may be subject to disciplinary action from the University

If we discover at any stage that you have placed Inappropriate Content on your site we will on instruction from the University immediately remove and/or modify such content.

We may also be asked from time to time to remove or modify content on your site which is not Inappropriate Content but is content considered by your Web Manager to be inconsistent with your academic studies.

Use of the Service

In addition to the obligations contained in these terms and conditions which you agree to accept in consideration for the provision by us of the Service, you agree to conduct yourself when using the Service in accordance with the Regulations cited in the University IT Systems Security Policy and Computing & Library Regulations.

Third Party Sites

Where you create links to other websites that are owned and operated by a third party you will be responsible for ensuring that such sites do not contain any Inappropriate Content. If we discover that such sites do contain Inappropriate Content we will on instruction from the University immediately remove these links. Links may also be removed or modified by us when we are instructed to do so by the Web Manager from time to time when the Web Manager considers such links to be inconsistent with your academic studies.

Availability of the Service

The service is provided only for the duration of your studies. An extension may be granted, on occasion, by agreement with your Web Manager.

We reserve the right following instruction from the University to suspend at any time access to your account if we discover that you have breached these terms and conditions.

Where your account has been suspended it will not be made available to you until we have received instructions from the Web Manager to do so.

Maintenance and Repair

In addition to the above the Service may become unavailable from time to time where it is necessary for us or a relevant third party to undertake maintenance and/or repair work to the Service (including any software used in conjunction with the Service) and/or this Site. Where the Service is likely to be unavailable for a period exceeding 1 hour, we will notify the Web Manager.

Data Loss or Damage

Data stored on your site when using the Service is at your risk. You are strongly encouraged to back up any data you store on the site. Any losses of data, programs, breaches of security, viruses and disabling or harmful devices that you download or experience shall be your sole responsibility.

If you wish us to make specific security arrangements for data that you consider to be of high importance you should contact the Web Manager. It is likely that you will be charged a fee for such arrangements if we agree to carry them out.

Liability

THE SERVICE IS PROVIDED TO YOU BY THE UNIVERSITY FREE OF CHARGE TO ASSIST YOU IN YOUR ACADEMIC STUDIES. AS A RESULT THE SERVICE CAN ONLY BE PROVIDED SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET OUT BELOW. IF YOU REQUIRE THE UNIVERSITY AND US TO ACCEPT A HIGHER DEGREE OF RISK WHEN PROVIDING THE SERVICE TO YOU, YOU SHOULD CONTACT THE WEB MANAGER. IT IS LIKELY THAT SUCH ADDITIONAL RISK WILL RESULT IN A COST BEING CHARGED FOR THE SERVICE.

YOU ACKNOWLEDGE AND ACCEPT THAT ALL POTENTIAL LIABILITIES THAT MAY ARISE AS A RESULT OF PROVIDING THE SERVICE ARE NOT WITHIN OUR CONTROL AND THAT THE OPERATION AND AVAILABILITY OF COMMUNICATION SYSTEMS, INCLUDING WITHOUT LIMITATION THE TELEPHONE SERVICE, COMPUTER NETWORKS AND THE INTERNET USED FOR ACCESSING AND INTERACTING WITH THE SERVICE CAN BE UNPREDICTABLE AND/OR REQUIRE MAINTENANCE AND MAY FROM TIME TO TIME INTERFERE WITH OR PREVENT ACCESS TO THE SERVICE. NO GUARANTEE IS THEREFORE GIVEN BY US IN RESPECT OF THE AVAILABILITY OF THE SERVICE.

IN ADDITION NEITHER WE NOR THE UNIVERSITY ACCEPT ANY LIABILITY TO YOU FOR ANY DIRECT OR INDIRECT LOSS (INCLUDING WITHOUT LIMITATION CONSEQUENTIAL LOSS), DAMAGES, EXPENSES COSTS OR OTHER CLAIMS HOWSOEVER ARISING FROM OUR PROVISION OF THE SERVICE TO YOU.

THE SERVICE IS PROVIDED TO YOU ON AN 'AS IS' BASIS ONLY. ALL WARRANTIES, INDEMNITIES, REPRESENTATIONS OR CONDITIONS EITHER EXPRESSED OR IMPLIED ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTHING IN THESE TERMS AND CONDITIONS SHALL AFFECT OUR LIABILITY TO YOU IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE AND DOES NOT LIMIT OR EXCLUDE OUR LIABILITY FOR FRAUDULENT MISREPRESENTATION.

Your Statutory Rights

These terms and conditions grant you certain rights that vary from country to country. Some jurisdictions do not allow exclusions of liability so the above exclusions and limitations may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. Where another jurisdiction applies to the one specified below whether by agreement or otherwise, the above limitations and exclusions shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the above limitations and exclusions is held to be void or unenforceable, such part shall be deemed to be deleted from these terms and conditions and the remainder of the limitation or exclusion shall remain in full force and effect.

Indemnity from You

IN THE EVENT THAT YOU BREACH ANY OF THESE TERMS AND CONDITIONS OR YOU ARE NEGLIGENT WHEN USING THE SERVICE OR A THIRD PARTY ACTING ON YOUR INSTRUCTION BREACHES THESE TERMS AND CONDITIONS OR IS NEGLIGENT YOU AGREE TO INDEMNIFY AND HOLD US AND THE UNIVERSITY HARMLESS AGAINST ALL PROCEEDINGS, COSTS, LIABILITIES, INJURY, LOSS, OR DAMAGE WE MAY SUFFER.

General

The parties to these terms and conditions shall be limited to us, the University and you. No other party shall be entitled to enforce these terms and conditions and the Contracts (Rights of Third) Parties Act 1999 shall not apply.

Any waiver of any right under these terms and conditions by either party shall only be effective in writing and shall apply to whom it is addressed. No waiver shall be implied by taking or failure to take any action.

Neither party shall be considered in default of performance of its obligations hereunder if performance of such obligations is prevented or delayed by force majeure or any cause beyond its reasonable control.

We reserve the right to modify or update these terms and conditions in accordance with any changes made to the service or changes in the provision of the service.

If any portion of these terms and conditions is determined to be or becomes unenforceable or illegal such portion shall be deemed eliminated and the remainder of the terms and conditions shall remain in full force and effect to the extent that it is modified by such deletion.

These terms and conditions shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.