#### **TERMS AND CONDITIONS OF WEBSITE USE**

#### **Terms of Website Use**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website <a href="https://verify.lsbf.org.uk">https://verify.lsbf.org.uk</a> (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, 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 site.

### **Information About Us**

https://verify.lsbf.org.uk is a site operated by London School of Business & Finance (UK) Limited ("We"). We are registered in England and Wales under company number 04977611 and have our registered office and our main trading address at 8-9 Holborn, London EC1N 2LL.

### **Accessing Our Site**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable for any losses incurred, if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, 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.

When using our site, you must comply with the provisions of our acceptable use policy (see below).

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

### **Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in our site, 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 site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

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.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

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

## **Our Site Changes Regularly**

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

### Warranties and limitation of liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. Information is provided as-is, and the verification service serves as confirmation of the information held on our records on the date the original document was issued.

We do not warrant its accuracy or completeness beyond that and any reliance placed is at the user's risk. 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.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, 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 or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

# **Tracking**

For compliance purposes we may record identity details (IP address) of all users using the service. This does not contain personally identifiable information, however, by using this service you give us your explicit consent for your Internet Service Provider (ISP) to reveal your identity to us based on your IP address, shall your IP address be connected to any illicit use of this service.

### **Viruses, Hacking and Other Offences**

You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you 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 site 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 site or to your downloading of any material posted on it, or on any website linked to it.

#### **Links from Our Site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents 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 site 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 are governed by English law.

#### **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 made, 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 site.

#### **Your Concerns**

If you have any concerns about material which appears on our site, please contact feedback@lsbf.org.uk.

### **ACCEPTABLE USE POLICY**

This acceptable use policy sets out the terms between you and us under which you may access our website <a href="https://verify.lsbf.org.uk">https://verify.lsbf.org.uk</a> (our site). This acceptable use policy applies to all users of, and visitors to, our site. Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use (see above).

### **Prohibited Uses**

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

- 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.

# You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use (see above).
- Not to access without authority, interfere with, damage or disrupt:
  - Any part of our site;
  - Any equipment or network on which our site is stored;
  - Any software used in the provision of our site; or
  - Any equipment or network or software owned or used by any third party.

# Data protection and permitted uses

The service is provided for the sole purpose of verification of the authenticity and validity of documents issued by us - the permitted use is only by a recipient of such a document for a permitted purpose only. No other uses are allowed. Further reproduction of our documents is not allowed. Data mining, automatically-generated queries and brute-force attacks are

not allowed. A single user (as defined by IP address) is allowed to conduct a maximum of 50 queries per day. Documents containing protected personal information must be dealt with in accordance with the provision of the DPA.

## **Suspension and Termination**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use (see above) upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- 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.
- 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 this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

### **Changes to Our Acceptable Use Policy**

We may revise this acceptable use policy 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 legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.