



# Xpert Opinions Discussion Forum Terms and Conditions of Service

## 1) Our Terms

These Terms explain how you may use the Xpert Opinions Discussion Forum (the Forum). References in these Terms to the Forum includes the following domain and all associated content held within the domain: <https://forum.xpertopinions.com>

You should read these Terms carefully before using the Forum.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Service at any time. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of the Forum following the posting of changes will mean that you accept and agree to the changes.

By accessing or using the Forum or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them. If you do not agree with or accept any of these Terms, you should stop using the Forum immediately.

## 2) Definitions

**Consultant** means a member of the forum who has been designated as an Xpert Opinions engineering consultant and has signed the Xpert Opinions Consultant Agreement.

**Consultant Agreement** means an agreement between Xpert Opinions Limited and a Consultant;

**Content** means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Forum;

**Forum** has the meaning given to it in section 1;

**Intellectual Property Rights** means rights such as copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world);

**Member** means any person who has registered with the Xpert Opinions technical discussion forum, including both Consultants and Moderator;

**Moderator** means a Consultant who has been designated as a moderator or the technical discussion forum for a selected number of technical subject matters;

**Private Area** means a part of the technical discussion Forum where Members may submit Content which is only visible to Consultants;



**Privacy Policy** means the policy which governs how we process any personal data collected from you;

**Public Area** means a part of the technical discussion Forum where Members may submit Content which is visible to all Members of the Forum;

**Terms** means these terms and conditions of use as updated from time to time;

**Unwanted Submission** has the meaning given to it in the section entitled "submitting information to the site";

**We, us or our** means Xpert Opinions Limited (company registration number SC549097 and VAT registration number 304457814) the registered office of which is at Exchange Tower, 19 Canning Street, Edinburgh, EH3 8EH. References to us in these Terms also includes any group companies which we may have from time to time.

**You or your** means the member accessing or using the Forum or its Content.

### 3) Using the Forum

The Forum is for your personal and non-exclusive use only. As long as you comply with these Terms of Service, Xpert Opinions Limited grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Forum.

Xpert Opinions reserves the right, though not the obligation, at sole discretion to (i) refuse or remove any Content that violates these Terms and furthermore (ii) terminate or deny access to and use of the Forum to any individual or entity who violates these Terms.

By accessing the Forum, you warrant and represent that:

- You will not use any "page-scrapers", "robots", "spiders", "deep-links" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, copy, acquire, or monitor any part of the Forum, or in any way reproduce or circumvent the navigational structure or presentation of the Forum or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Forum.
- You will not attempt to gain unauthorized access to any part or feature of the Forum, or any other systems or networks connected to the Forum or to any of our servers, or to any of the services offered on or through the Forum, by password "mining", hacking or any other illegitimate means.
- You will not scan, probe or test the vulnerability of the Forum or any network connected to the Forum, nor breach the security or authentication measures on the Forum or any network connected to the Forum.



- You will not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Forum, or any other customer of ours, to its source, or exploit the Forum or any service or information made available or offered by or through the Forum, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Forum.
- You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Forum or our systems or networks, or any systems or networks connected to the Forum.
- You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Forum or any transaction being conducted on the Forum, or with any other person's use of the Forum.
- You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Forum. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- You will not use the Forum or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes our rights or those of others.

The Forum is intended for use only by those who can access it from within the UK. If you choose to access the Forum from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

#### **4) Ownership, use and Intellectual Property Rights**

By submitting Content to the Public Areas within the Forum, you grant Xpert Opinions a world-wide, royalty-free, and non-exclusive license to reproduce, analyse, categorise and summarise Content solely for the purpose of displaying, distributing and promoting the Forum, as well as encouraging responses from Forum members to any requests within your Content. If you delete Content, Xpert Opinions will use reasonable efforts to remove it from the Forum, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Nothing in these Terms grants you any legal rights in the Forum other than as necessary to enable you to lawfully access the Forum as intended and authorized by us. You agree not to adjust or try to circumvent or delete any notices contained on the Forum (including any intellectual property notices) and in particular any digital rights or other security technology embedded or contained within the Forum.



The Xpert Opinions logo is a registered trade mark number UK00003217512, registered with the Intellectual Property Office. Third party trade marks and trade names may also be used on this Forum. The use of any trade marks on the Forum is strictly prohibited unless you have our prior written permission or the permission of the owners of any third party marks or trade names.

You may print off one copy, and may download extracts, of any pages from our Forum for your personal or non-commercial use and you may draw the attention of others to Content posted within the Forum.

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 or any graphics separately from any accompanying text.

If you print off, copy or download any part of our Forum in breach of these terms of use, your right to use our Forum will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **5) Submitting Content to the Forum**

By submitting and making Content available on the Forum, you represent and warrant that:

- The downloading, copying and use of the Content does not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- If your employer has rights to intellectual property you submit, you have either (i) received permission from your employer to post or make available the Content, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- The Content does not contain unethical or unwanted commercial content, including content designed to drive traffic to third party sites or boost the search engine rankings of third party sites;
- The Content is not pornographic, libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- Your Content is not submitted in a manner that misleads other Forum members into thinking that you are another person or company or furthermore represents the views of another person or company.

Your use of the Forum means that you must also comply (where applicable) with our Privacy policy.



## **6) Security of information within the Private Area of Forum**

The Private Area of the Forum is designed for you to share Content with our Consultants and Moderators and which you do not wish to be visible to other Members of the Forum. By signing our Consultant Agreement, Consultants and Moderators agree to use reasonable endeavours to keep secure any Content that you may disclose to them in the Private Area.

We cannot however guarantee the security of any Content that you supply to us. We therefore cannot guarantee that it will be kept confidential. For that reason, you should not submit any Content that you regard as confidential, commercially sensitive or valuable ("**Unwanted Submissions**") to the Forum.

Whilst we value your feedback, you agree not to submit any Unwanted Submissions through our website as currently configured. We will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

In the event that you do require to share commercially sensitive or confidential information with a Consultant, you should consider entering into a non-disclosure agreement ("**Customer NDA**") directly with the Consultant(s).

## **7) Accuracy of Content within the Forum**

Content within the Forum is reviewed by our Moderators on a regular basis to ensure that it remains compliant with these Terms. Our Moderators will also take reasonable measures to ensure that any advice exchanged between Members within Public Areas of the Forum is not misleading nor technically inaccurate. Furthermore, we cannot guarantee that the Forum will be fit or suitable for any purpose. Any reliance that you may place on Content within the Public Areas of the Forum is at your own risk.

Any technical advice or guidance by our Consultants within the Private Areas of the Forum is provided on the basis that both our Consultants and Xpert Opinions accept no liability for any reliance that you may place on the advice in accordance with Section 10 of these Terms.

## **8) Availability of the Forum**

We seek to make the Forum as accessible as possible. If you have any difficulties using the Forum, please contact us. See section 13 below for our contact details.

While we try to make sure that the Forum is available for your use, we do not promise that the Forum is available at all times nor do we promise the uninterrupted use by you of the Forum.



## **9) Hyperlinks and third party sites**

The Forum may contain hyperlinks or references to third party websites other than the Forum. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

## **10) Indemnification**

You agree to indemnify, defend and hold harmless Xpert Opinions Limited or any company or companies within the Xpert Opinions group of companies, including its directors, affiliated or related entities, agents, subcontractors, suppliers and licensors from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation by you of these Terms.

## **11) Events beyond our control**

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to the breakdown of systems or network access.

## **12) Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

## **13) Law and jurisdiction**

The Terms of this Forum are governed by and shall be construed in accordance with Scots Law. You hereby consent to the exclusive jurisdiction of the Scottish courts in all disputes arising out of or relating to the use of this Web site. Those who choose to access this Web site from outside the United Kingdom are responsible for compliance with local laws, if, and to the extent that, local laws are applicable.

## **14) Changes to these Terms of Service**

The date of publishing this Terms and Conditions of Service is 01/09/2019. We may change these Terms from time to time. You should check this policy occasionally to ensure you are aware of the most recent version that will apply each time you access this website.



## **15) Contacting us**

If you have any questions about these Terms, please contact us:

a) By e-mail: [info@xpertopinions.com](mailto:info@xpertopinions.com)

b) By post: Exchange Tower, 19 Canning Street, Edinburgh, EH3 8EH, Scotland