

# EPN Consulting

The European Professionals Network



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## EPN CONSULTING – WEBSITE TERMS OF USE

**IMPORTANT LEGAL NOTICE:** You are concluding a legally binding agreement.

**ATTENTION:** This legal notice applies to the entire contents of the Website under the domain name [www.epnconsulting.eu](http://www.epnconsulting.eu) (the “**Website**” or “**EPN**”) including, without limitation, your use of the networking tool on the Website known as the “Business Hub” and to any correspondence by e-mail or other form of communication between us and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms and enter a legally binding agreement with us based on the terms of this User Agreement (the “**Agreement**”) and become a “User” hereunder, regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website. This notice is issued by EPN Consulting Limited, Portland House, 16<sup>th</sup> Floor, Stag Place, London SW1E 5RS (“**Us**”, “**We**”, “**Our**” or the “**Company**”).

### 1. INTRODUCTION

1.1 You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register or become a member [\[www.epnconsulting.eu/pdf/epntermssofmembership.pdf\]](http://www.epnconsulting.eu/pdf/epntermssofmembership.pdf).

1.2 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.

1.3 The Company may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.

1.4 If you are using the Website on behalf of a company or other legal entity, such entity may have a separate agreement with us, but you are nevertheless individually bound by this Agreement. If you do not want to become a User, do not conclude the Agreement, do NOT register to become a member and do not access, view, download or otherwise use any EPN webpage, information or services.

1.5 We encourage you to read this User Agreement with great care in order to help us develop a quality service and first-rate website. By becoming a User, you acknowledge that you have read and understood the terms and conditions of this User Agreement and that you agree to be bound by all of its provisions.

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## 2. LICENCE

2.1 You do not have to submit anything to us, but if you choose to submit something (including any User generated content, information, contacts, ideas, concepts, techniques and data), you must grant, and you actually grant us, by entering into this Agreement, a non-exclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sub licensable, royalty-free right to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, and use and commercialize, in any way now known or in the future discovered, anything that you submit to us, without any further consent, notice and/or compensation to you or to any third parties. By submitting any such content or information to us, you represent and warrant that such submission is accurate, is not confidential, and is not in violation of any contractual restrictions or other third party rights. You further agree to inform us in the event that any such information has changed since your registration with EPN and, if appropriate, you agree to make such modifications yourself to your profile.

2.2 You are permitted to print and download extracts from the Website for your own use on the following basis:

- (a) no documents or related graphics on the Website are modified in any way;
- (b) no graphics on the Website are used separately from the corresponding text; and
- (c) the Company's copyright and trade mark notices and this permission notice appear in all copies.

## 3. USER OBLIGATIONS

3.1 You must comply with all applicable laws, this Agreement, as may be amended, and the following terms, which are hereby incorporated into this Agreement:

- Our Terms of membership [[www.epnconsulting.eu/pdf/epntermsofmemberships.pdf](http://www.epnconsulting.eu/pdf/epntermsofmemberships.pdf)]
- Our Privacy Policy [[www.epnconsulting.eu/pdf/epnprivacystatement.pdf](http://www.epnconsulting.eu/pdf/epnprivacystatement.pdf)]

3.2 EPN exercises no control over any content you or others submit to the Website. EPN has no obligation to verify the identity of any Users when they are connected to the site or to supervise the content which has been provided by Users.

**Note:** our practices related to personally identifiable information collected through EPN are set forth in our Privacy Policy [[www.epnconsulting.eu/pdf/epnprivacystatement.pdf](http://www.epnconsulting.eu/pdf/epnprivacystatement.pdf)]. We may update our policies and practices from time to time at our sole discretion. If you believe that someone is misusing or otherwise appropriating your information, you should immediately inform EPN.

3.3 Prior to joining EPN, you must consider and decide, yourself, the extent to which you wish to reveal information about yourself to the network of Users and to EPN and you must not communicate to EPN and its Users any information the dissemination of which could be harmful to you or other Users.

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3.4 You represent and warrant that you (a) are not under the age of 18; (b) have not previously been suspended or removed from EPN; (c) are not a direct competitor of EPN; (d) do not have more than one EPN account at any given time; and (e) that you have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party. In addition, you must provide all equipment and software necessary to connect to EPN.

3.5 Keep your password confidential, do not use other Users' accounts and do not let others use your account; you are responsible for anything that happens through your account — until you notify us of a breach [[membership@EPNconsulting.eu](mailto:membership@EPNconsulting.eu)], close down your account or prove that your account security was compromised due to a fault of our systems. You are prohibited from selling, trading or otherwise transferring your EPN account or any information therein to another party or charging anyone for access to any portion of EPN, or any information therein.

3.6 You agree to indemnify us and hold us harmless from any damages, losses and costs (including, but not limited to, reasonable attorneys' fees) related to third party claims, charges or investigations, caused by (a) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (b) any content you submit to EPN or (c) any activity in which you engage on or through the EPN.

3.7 If you subscribe to any services that we offer for a charge, you will pay the applicable fees as they become due plus all related taxes and reimburse us for any collection costs and interest for any overdue amounts.

3.8 Certain parts of the Service may be available via your mobile phone ("**Mobile Services**"). Use of the Mobile Services may result in charges imposed by your wireless provider and you will be responsible for such charges. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services.

**3.9 NOTE:** You should carefully read our full Privacy Policy [[www.epnconsulting.eu/pdf/epnprivacystatement.pdf](http://www.epnconsulting.eu/pdf/epnprivacystatement.pdf)] before deciding to become a User of EPN. Please note that certain information, statements, data and content (such as photographs) which you may choose to provide might, or are likely to, reveal your gender, ethnic origin, nationality, religion and/or sexual orientation, and that you are providing all such information, statements, data and content in full acknowledgment thereof and under your sole responsibility. By providing such information to us, all of which is optional, you are hereby expressly giving your informed consent to the processing by us of such "sensitive" data.

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## 4. USERS RIGHTS

4.1 On the condition that you comply with all your obligations under the Agreement, we grant you a limited, revocable, nonexclusive, non-assignable, non-sublicensable right to access, through a generally available web browser (but not any technology or specialist software used to harvest data) to view information that we provide on EPN webpages as we intend such information to be used, and only in accordance with the Agreement and any additional and specific terms of use that we make available to you. You may submit information to us at your own risk of loss set forth elsewhere in this Agreement. We grant you no other rights, implied or otherwise.

4.2 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

4.3 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the EPN's logo;
- (b) you do not create a frame or any other browser or border environment around the Website;
- (c) you do not in any way imply that the Company is endorsing any products or services other than its own;
- (d) you do not misrepresent your relationship with the Company nor present any other false information about the Company;
- (e) you do not otherwise use any EPN trade marks displayed on the Website without express written permission from the Company;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

4.4 The Company expressly reserves the right to revoke the right granted in clause 4.3 for breach of these terms and to take any action it deems appropriate.

4.5 You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of any of the provisions in clause 4.3 (a) to (g).

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## 5. OUR RIGHTS AND OBLIGATIONS

5.1 The purpose of EPN is to provide a service to facilitate professional networking among Users throughout the world. It is intended that Users only connect to other Users where they paid an access fee to EPN [[www.epnconsulting.eu/packages-rates.htm](http://www.epnconsulting.eu/packages-rates.htm)] and thereafter seek to further develop a professional relationship with those Users.

5.2 EPN aims to provide and improve the EPN platform and so as to provide all members and non-members with professional networking connectivity, through EPN's proprietary tools, rules and protocols which EPN may update, improve, discontinue and change at any time, at EPN's sole discretion.

Any other use of EPN (including, but not limited to, seeking to connect to another User without payment to EPN of an access fee or to use EPN as a means of generating revenue through the sale of contacts or information to others) is strictly prohibited and is a violation of this Agreement.

5.3 We allow you to access EPN as it may exist and be available on any given day. We have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue EPN, partially or entirely, or to charge and modify prices for EPN. All of these changes shall be effective upon their posting on our site or by email communication to you. We reserve all rights not expressly granted herein, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in EPN and all related items.

5.4 EPN reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice. For avoidance of doubt, EPN has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

5.5 You acknowledge and agree that we may send you important information and notices regarding the Service by email or through other means. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service. You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims of a violation of the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of EPN, the EPN Affiliates, its Users and the public.

5.6 EPN may in its sole discretion limit the number of connections you may have to other Users and prohibit you from contacting other Users through use of the Services.

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5.7 You are solely responsible for your interactions with other Users and/or members. EPN reserves the right, but has no obligation, to monitor disputes between you and other members and to terminate your account if EPN determines, in its sole discretion, that doing so is prudent.

## **6. DISCLAIMER**

6.1 DO NOT RELY ON EPN, ANY INFORMATION THEREIN, OR IT'S CONTINUATION. WE PROVIDE THE PLATFORM FOR EPN AND ALL INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

6.2 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY EPN OR ANYTHING RELATED TO EPN, YOU MAY LEAVE EPN AND TERMINATE THE AGREEMENT IN ACCORDANCE WITH SECTION 8 HEREOF AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

6.3 EPN IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH EPN TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED TO US SUCH MATERIAL, SERVICE, OR TECHNOLOGY.

6.4 EPN DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, EPN DECLINES ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

6.5 EPN DOES NOT GUARANTEE THAT THE SERVICES WHICH IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THEIR OPERATION MAY BE MOMENTARILY INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR TECHNICAL IMPROVEMENTS. EPN DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, EPN DISCLAIMS ALL LIABILITY FOR ANY MISFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE EPN SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES LINKED TO THE INTERNET SERVICE PROVIDER, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON UNRELATED TO EPN.

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## 7. LIMITATION OF LIABILITY

7.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

7.2 Nothing in this legal notice shall exclude or limit the Company's liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977; or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

7.3 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

## 8. TERMINATION

8.1 EPN may terminate the Agreement for any or no cause, at any time, with or without notice, which shall be effective immediately or as may be specified in the notice. Termination of your EPN account includes disabling your access to EPN (including any content you submitted or others submitted) and may also bar you from any future use of EPN.

8.2 EPN may also at its sole discretion limit access to the Service and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

8.3 Upon termination, you shall lose access to the Website. The terms of this Agreement shall survive any termination, except Sections 4 and 5 hereof.



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## 9. LAW AND JURISDICTION

9.1 The Agreement and any disputes with us or any EPN Affiliate arising out of or relating to the Agreement or EPN shall be governed by the laws of England and Wales and will be subject to the exclusive jurisdiction of the English courts.

## 10. GENERAL TERMS

10.1 If any provision of the Agreement is found to be invalid or unenforceable under mandatory laws of a particular jurisdiction, such provision shall be interpreted as to give maximum effect to its intended purpose and this shall not affect the validity or enforceability of (a) such provision under the laws of any other jurisdiction, or (b) any other provision of the Agreement.

10.2 We may notify you via postings on [www.epnconsulting.eu](http://www.epnconsulting.eu), and via email or any other communications means to contact information you provide to us. You may also notify us via email at [inforequest@epnconsulting.eu](mailto:inforequest@epnconsulting.eu); any notices that you provide without compliance with this Section on Notices shall have no legal effect.

10.3 You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Service and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement.

10.4 We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at [www.epnconsulting.eu](http://www.epnconsulting.eu) or notifying you otherwise. If you do not want to agree to changes to the Agreement, you can terminate the Agreement at any time pursuant to Section 8 hereof.

10.5 Our failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any EPN Affiliate shall be deemed legally binding on any EPN Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of EPN.

10.6 In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service.

10.7 EPN Affiliates are not parties, but intended third party beneficiaries of this Agreement, with a right to enforce the Agreement directly against you.



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10.8 You may not assign or delegate any rights or obligations under the Agreement and any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially.

## **11. EPN RULES & REGULATIONS**

11.1 As a condition to your access to the Website and EPN, you agree to this User Agreement and to strictly observe the following:-

You are prohibited from posting or transmitting to or from the Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- (b) for which you have not obtained all necessary licences and/or approvals; or
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

11.2 You may not misuse the Website (including, without limitation, by hacking).

11.3 We shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of the preceding paragraphs under this Clause 12.

11.4 You further agree as a User that you shall:-

- (a) comply with all applicable laws, including, without limitation, tax laws, export control laws and regulatory requirements;
- (b) provide accurate information to us and update it as necessary;
- (c) review the Privacy Policy and Terms of Membership;
- (d) review and comply with notices sent by EPN concerning the Website and/or EPN;
- (e) not duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, otherwise transfer or commercially exploit EPN (excluding content posted by you) except as permitted in the User Agreement;

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- (f) not reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide EPN, or any part thereof;
- (g) not utilize information, content or any data you view on and/or obtain from EPN to provide any service that is competitive, in EPN's sole discretion, with EPN;
- (h) not imply or state, directly or indirectly, that you are affiliated with or endorsed by EPN unless you have entered in to a written agreement with EPN Corporation (this includes representing yourself as an accredited EPN trainer if you have not been certified by EPN as such);
- (i) deep-link to the Site for any purpose, (i.e. including a link to a EPN web page other than EPN's home page) unless expressly authorized in writing by EPN or for the purpose of promoting your profile on EPN;
- (j) Not use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages contained in the site;
- (k) Not attempt to or actually override any security component included in or underlying EPN;
- (l) Not remove, cover or otherwise obscure any form of advertisement included as part of EPN; and
- (m) not use or attempt to use another's account without authorization from the Company, or create a false identity on EPN.

EPN Consulting Limited, Portland House, 16<sup>th</sup> Floor, Stag Place, London SW1E 5RS, United Kingdom [January 2010].