

# EPN Consulting

The European Professionals Network



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## EPN CONSULTING - TERMS OF MEMBERSHIP

### TERMS OF MEMBERSHIP OF EPN (incorporating our Terms of Use)

Membership of the EPN Consulting (“EPN”) is offered to you conditional on your acceptance of these Terms of Membership. By completing the joining process to become a member of EPN which provides access to all parts of the EPN website ([www.epnconsulting.eu](http://www.epnconsulting.eu)) (the “Website”) you will have signified your acceptance of these Terms of Membership.

#### 1. INTRODUCTION

1.1 Any person that buys any EPN services offered under this Agreement shall be referred to as a “member”. The services offered to members are bundled into different subscription packages and you understand that, subject to your statutory rights, the bundle of services that you may have chosen is not offered to you with any warranty as to description, capability or outcome. The different subscription packages and services are available online at:

<http://epnconsulting.eu/membership-fees/>  
<http://epnconsulting.eu/member-benefits/>

- Joining EPN will give members exclusive opportunities and services (including, without limitation, the “Resources” page – see Website Terms of Use [[http://epnconsulting.eu/wp-content/uploads/2020/03/EPN-Consulting-Ltd\\_Website-use-TCs\\_2020-03.pdf](http://epnconsulting.eu/wp-content/uploads/2020/03/EPN-Consulting-Ltd_Website-use-TCs_2020-03.pdf)] as well as discounts on consultancy services (which services shall be provided subject to a separate written agreement);
- Privacy of members is guaranteed (i.e. no contact details disclosed without member’s permission, apart from the Business Hub activity) [[http://epnconsulting.eu/wp-content/uploads/2020/03/EPN-Consulting-Limited-GDPR-2018-05-18\\_upd.pdf](http://epnconsulting.eu/wp-content/uploads/2020/03/EPN-Consulting-Limited-GDPR-2018-05-18_upd.pdf)]

1.2 By applying for membership, you are consenting (‘opting-in’) to receiving occasional information and news from EPN by email about EPN news, events, content and EPN partners. You may withdraw this consent at any time by clicking the unsubscribe link on the email, or changing your account settings or sending an ‘opt out’ notification.

1.3 There are different levels of subscription membership available in EPN. If you choose to become a subscription member you will be asked to accept these Terms of Membership.

1.4 A member can upgrade or downgrade to a chosen form of subscription membership at any time which will be active at the end of the category of membership currently subscribed.

1.5 All members, regardless of membership type, will be granted membership subject to verification of their account by successfully completing the verification process, details of which can be found on this [<http://epnconsulting.eu/become-a-member/>].

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1.6 Visitors who do not become members are welcome to visit the Website (which shall be deemed to include any other website or website pages offered by EPN) but they will not be able to enjoy the benefits of membership. All visitors to the website are asked to abide by the "Terms of Use" which can be found here [[http://epnconsulting.eu/wp-content/uploads/2020/03/EPN-Consulting-Ltd\\_Website-use-TCs\\_2020-03.pdf](http://epnconsulting.eu/wp-content/uploads/2020/03/EPN-Consulting-Ltd_Website-use-TCs_2020-03.pdf)].

1.7 'Content' of the website shall be taken to mean all that material appearing on the website including personal information, designs, logos, text, pictures, film, photographs, streaming video, video, graphics, any music or sound, any digital reproduction of any of the foregoing and any software. EPN does not routinely edit or carry out moderation of the Content of the website but may do so from time to time.

## 2. YOUR MEMBERSHIP ACCOUNT

2.1 In the online environment, the account you create is the method by which you, the member, interacts on the Website and with other members. An EPN account is personal to that member and is a representation of that member to the community of EPN members. On applying for membership, you should create an account that properly represents you, using your personal details. However, creating an account with details which are incorrect does not of itself avoid this agreement for membership although EPN shall have a right to declare that membership void in such circumstances.

2.2 Please note that you may not create more than one account on EPN.

2.3 An account must not be created on behalf of another person UNLESS the creator of the account is acting only as agent on behalf of the member (e.g. as a personal assistant or secretary). A person acting as an agent in this way will NOT be acting as an agent in such a case UNLESS:

- (a) the person whose details are represented in the account properly enters into a binding agreement for membership with EPN at the time the account is created; and
- (b) that member has instructed the agent to create the account or has explicitly consented to the agent performing the task; and
- (c) in creating the account there is no intention to mislead any other person as to any aspect of the identity of the member.

2.4 As your account is personal to you, the member, you may not transfer your account to any other person or entity nor may you allow your account to be used by any other person unless they are acting in the capacity of an agent as described above.

2.5 You recognise and understand that by becoming a member of EPN you are agreeing to the publication on Website of any of your personal data that you make available to us by way of submission from an account to the website. In this respect please see our Privacy Policy [[http://epnconsulting.eu/wp-content/uploads/2020/03/EPN-Consulting-Limited-GDPR-2018-05-18\\_upd.pdf](http://epnconsulting.eu/wp-content/uploads/2020/03/EPN-Consulting-Limited-GDPR-2018-05-18_upd.pdf)].

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2.6 You further agree that, in the event of a sale of the business of EPN (or substantial part of the business) you consent to all of your Content (which may include personal data) being sold and transferred to the buyer and that prior to the conclusion of any such sale a prospective buyer may have access to any of your Content as may at the time of that access be retained by EPN.

### 3. NO UNLAWFUL OR PROHIBITED USE

3.1 NOTE: As a condition of your membership, you promise to EPN that you will not use the Website for any purpose that is unlawful or prohibited. For further details see our Terms of Use which are incorporated herein by way of your agreement to these Terms of Membership.

3.2 You should not apply to become a member of EPN if you are under the age of 18 years, or are a resident in a state where joining EPN or using (some or all of) the facilities of EPN is unlawful. Should it be found that this has been the case, EPN may terminate your membership without further notice and without liability to you.

### 4. SECURITY

4.1 Members are responsible for providing all personal computer and communications equipment necessary to gain access to the website. Access to and use of the website is through a combination of a username and a password. Each Member must keep their username and password strictly confidential and only share it with a third party if this third party has permission to assist with the management of their account in some way. Remember your password! For security reasons, EPN will not release passwords except as may be specifically required by law or court order.

4.2 You must promptly inform EPN of the following:

- (a) changes in the expiration date of any credit card used in connection with the provision of any subscription service;
- (b) changes in home or billing address;
- (c) any breaches or apparent breaches of security, such as loss of, theft of, or unauthorised disclosure or use of any account security information or password.

4.3 Following any breach of security on your account, until EPN receives a notification from you by e-mail to [membership@epnconsulting.eu](mailto:membership@epnconsulting.eu) of a breach in security, you will remain liable for any improper use of your account.

### 5. CHARGES AND BILLING

5.1 EPN may bill you through an online account (your "Payment Account") for the services obtained by you under this Agreement. You agree to pay EPN all charges at the prices then in effect for the services ordered by you or other persons (including your agents) using your

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Payment Account and you authorise EPN to charge your chosen payment method (your "Payment Method") for such services. You agree to make payment using that selected Payment Method. EPN reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. If EPN does not receive payment from the provider of your Payment Method you agree to pay all amounts due on your Payment Account upon demand.

5.2 You must provide current, complete and accurate information for your Payment Account in order to receive the services ordered. You must promptly update all information to keep your Payment Account current and up to date and you must notify EPN if your Payment Method is cancelled for any reason. You must also notify EPN if you become aware of any breach of security in the use of your account or that of any other members.

Changes in your information can be made by writing to [membership@epnconsulting.eu](mailto:membership@epnconsulting.eu).

5.3 If, having committed to purchase any services from EPN, you fail to provide EPN with any of the required information under clause 5.2 within a reasonable period of time, you understand and agree that EPN may continue to levy charges against your Payment Account unless and until you have confirmed that you wish to terminate your membership by notice in writing of not less than one (1) month.

5.4 Prices for all services exclude all applicable taxes and telecommunication charges, unless expressly stated otherwise. To the extent permissible by law, you agree to be responsible for any applicable taxes and telecommunication charges, whether or not such amounts are itemised on your Online Statement or charged to your Payment Account.

5.5 Currency exchange settlements will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If the amount to be charged to your Payment Account varies from the amount you have preauthorised, you have the right to receive, and EPN shall so provide, notice of the amount to be charged and the date of the charge at least ten (10) days before the scheduled date of the transaction.

5.6 Any agreement you have with the Payment Method Provider will govern your use of that Payment Method. You agree that EPN may accumulate charges incurred during one or more of your billing cycles (as applicable) and submit them as one or more aggregate charges at any time.

5.7 EPN may submit to your Payment Account all periodic charges that are payable for any services for payment on a monthly basis without further authorisation from you and continue to do so until notice of termination of this authorisation is received from you by email or in writing if so requested. Notice of withdrawal of this authorisation will be acted upon as soon as is reasonably possible but will not relieve you of any liability to make any payments, liability for which had been incurred before withdrawal of the authorisation. To authorise your payment method or to change details write to [membership@epnconsulting.eu](mailto:membership@epnconsulting.eu).

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5.8 Your continued use of the services affirms that EPN is authorised to continue to charge your Payment Account. EPN may submit those charges for payment and you will be responsible for payment. Those submissions will not waive EPN's right to seek payment directly from you. Your charges for services are yearly in advance, and the charges for any other Product may be payable in advance, in arrears, or as otherwise described when you initially ordered the applicable service. Certain services which are offered from time to time may require the payment of additional fees and in ordering those services you agree to pay such fees as specified for such service.

5.9 You agree that EPN may pass the details necessary for operation of this Agreement to designated service providers (where that is the case) for their use in charging you for appropriate services rendered. Charges on your Payment Account will be summarised for you on your Online Statement or sent to you by email.

5.10 The amount due to EPN for your Payment Account must be paid in full by your Payment Method Provider on the date such payment has agreed to be made, or if not agreed specifically agreed to the contrary, all amounts owing shall become due and owing not later than 30 days after the date of invoice. You are not entitled to carry forward any balance. Without prejudice to any other right or remedy that it may have, if you fail to pay EPN on the due date, EPN may charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of [Barclays Bank plc](#), accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and EPN may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and you shall pay the interest immediately on demand. EPN reserves the right to refer your Payment Account to a third party for collection in the event of default. You agree to pay all costs incurred in the enforcement of this Agreement and in collection of any amounts due but remaining unpaid, including reasonable legal fees and costs.

5.11 If EPN does not receive payment for any charge to your Payment Account, you will be in breach of this Agreement. If your Payment Method Provider seeks return of payments previously made to EPN, but EPN, in good faith, believes that you are liable for the charge and applicable law allows the Payment Method Provider to seek payment from you, you will also be deemed to be in breach of this Agreement.

5.12 EPN may, in its discretion, terminate, cancel, or suspend an accepted order if EPN is notified that your Payment Method has expired or has been cancelled, or if EPN has reason to believe that any Payment Account information provided to EPN is untrue, inaccurate, not current or incomplete.

## 6. RULES OF MEMBERSHIP AND TERMINATION

6.1 You may end your agreement for annual membership with EPN upon 30 days' notice to be served in writing no later than 30<sup>th</sup> November in the then current year of membership (which year, for the avoidance of doubt, runs from January 1<sup>st</sup> to December 31<sup>st</sup>, so, no later than 30 days before the expiry of the then current year of membership). In considering whether a

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member has been in breach of any of these Terms of Membership, EPN will have regard to Clause 6.4 hereunder.

**6.2 EPN may withdraw the rights of any non-subscription member to use the facilities available to members at any time and without cause. Because of the nature and size of the membership of EPN, EPN will not be under any obligation to contact individuals about the withdrawal of rights, disclose the reasons for that withdrawal or to enter into any correspondence or negotiation about it. A withdrawal of the rights to use the facilities will amount to a termination of membership unless EPN publishes (on the website) information to the contrary.**

**6.3 EPN will be able to suspend and / or terminate without notice any member account which it reasonably believes has been created fraudulently. In becoming a member you understand and agree that if you are found to have participated in, assisted in, endorsed or been a party to the creation of a fraudulent account, EPN may publish that finding on the Website and you will be regarded as being a party to the breach of these Terms of Membership. A fraudulent account is an EPN account opened by a person (or for a person) or used by a person (or on behalf of a person) where at any time during the existence of the account:**

- (a) the account is used or operated in such a manner as to mislead any other member as to the identity of the user or operator; or
- (b) the account is used or operated by any person having the intention to mislead any party as to his or her identity; or
- (c) the details of the account which are available in any format to any other member are not those of the person using or operating the account; or
- (d) the account is created or used or operated by any person who is not a member of EPN or is prohibited from being a member.

**6.4 EPN will also be entitled to terminate membership if the member has:**

- (a) committed a breach of these Terms of Membership;
- (b) opened an account with EPN utilising any information which is false or is used with the intention to mislead;
- (c) used any material on EPN in breach of copyright or other intellectual property rights of the owner;
- (d) utilised EPN in furtherance of any act which amounts to a crime or which is unlawful in either case under the law of England & Wales;
- (e) opened another account using any details or in any name following a termination of that person's membership and no written permission has been given for that person to reapply for membership;
- (f) (other than when acting as an agent and the provisions of clause 2.3(a) to (c) inclusive are met) passed themselves off as being a member by operating that member's account, with or without permission;
- (g) operated any account or provided any information to any person by use of EPN with intent to mislead any person as to the true state of affairs;

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(h) purported to be or represent (without the requisite authority) an EPN official, leader of any online forum, guide or host, or falsely stated or otherwise misrepresented an affiliation with a person or entity;

(i) made, used, downloaded, distributed or otherwise copied, or provided (whether or not for any consideration) to any person or entity any list of users of EPN or EPN services or any portion thereof except as is agreed by EPN and does not contravene the rights of any individual under the Data Protection Act 2018;

(j) harvested or otherwise collected information appearing on EPN or available through its services about other persons, including email addresses except when explicit or implied consent has been given by that person and where acceptable in order to properly participate in the use of the website.

**6.6 EPN will not be under any duty to disclose any member's contact details or Content to any member who has terminated their membership or had their membership terminated by EPN.**

**6.7 When a member's account is to be ended, all personal data and records will be removed from public access and dealt with in accordance with the provisions of any relevant statute or regulations that are then in force. That member will remain liable for any payments or charges which are due and owing to EPN as at termination of membership.**

**6.8 EPN reserves the right to deny in its sole discretion any visitor or member access to the Website, specific areas of the Website or functionality or features of the Website.**

## **7. COMPLAINTS, MEMBERS BEHAVIOUR**

**7.1 From time to time EPN may receive complaints about the conduct of a member or the operation of an account. If a complaint is received about you or your behaviour has come into question for some other reason, EPN shall have the right to suspend your account and any other account which it reasonably believes that you may use or have access to whilst an investigation is carried out. After the investigation the account(s) may be reinstated or terminated.**

**7.2 Suspension during investigation is entirely at EPN's discretion. EPN shall have the right to remove without notice any Content from the Website.**

**7.3 You hereby acknowledge that any details which may identify a complainant will not be given to you unless the complainant is already known to you, or the complainant has explicitly given his/her consent or such disclosure is required by operation of the law.**

**7.4 EPN will carry out an investigation process. Unless the account under investigation is a fraudulent account or is reasonably believed to be set up fraudulently, a member subject of such an enquiry will be informed of the investigation and invited to make any representations as to the matter under investigation. Representations can only be made up until the point where EPN has closed its investigation.**

**7.5 If you are in breach of these Terms of Membership, EPN may at its discretion:**

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- (a) take no action; or
- (b) issue an advisory request to the member concerning his or her conduct; or
- (c) continue the suspension of the member's account for a period that shall not exceed 3 months; or
- (d) terminate the member's membership upon reasonable notice; or
- (e) in the case of setting up a fraudulent account, terminate that account without notice.

Save where there is a fraudulent account involved, the member subject to any sanction imposed by EPN will have the right to make an appeal in writing to EPN's registered office address provided any such appeal is received within 14 days of the imposition of the sanction.

7.6 EPN shall not be under any obligation to disclose to the member subject of the investigation any material or evidence gathered.

## **8. LIMITATIONS AND EXCLUSION OF LIABILITY**

8.1 You expressly acknowledge and agree that, to the maximum extent permitted by applicable law, EPN shall not be liable to you for:

- (a) any consequential loss including loss of chance or opportunity, for any economic loss including loss of profits or anticipated profits, or for any damages costs or expenses incurred by you whether arising out of breach of contract or by reason of breach of any duty owed to you; or
- (b) for any loss of employment or employment opportunity; or
- (c) for any loss of the opportunity to obtain some position or office; or
- (d) for any loss of or corruption to any software, or loss of any data or information from any computer or system used by you to access EPN or the Website, or for any modifications or deletions made to such computer or system or to any files therein resulting from any use by you, whether direct or indirect, of any services provided to you by EPN, of any information or advice appearing on the Website or EPN or provided in or by any services offered by EPN or any software offered by EPN, of any failure of performance of the Website, any error, omission, interruption, deletion, defect, delay in operation or the failure of any transmission, or of any communications facility, or any theft, destruction or unauthorised access to, alteration of, or use of EPN records in circumstances which were beyond EPN's reasonable control.

8.2 To the extent that any provision of sub-clause 8.1 is found to be ineffective, you agree that the remaining provisions of the sub-clause shall continue to be of full effect.

8.3 Nothing in this clause 8 is intended to limit or exclude the liability of EPN for causing the death or personal injury of any person or for any fraudulent misrepresentation.

8.4 Should EPN be liable to you for any breach of contract or of any duty arising from such contract, EPN's liability shall be limited to the aggregate of any amount paid by you to EPN under that contract or £100, whichever is the greater.

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## **9. WHAT EPN IS NOT**

### **9.1 EPN is NOT a recruitment database.**

**9.2 EPN is NOT a Network Marketing or MLM (Multi Level Marketing) company and will not accept activity to either recruit members to the marketing network of the MLM company or promote the MLM company itself. This applies within its membership or at its events, this includes text, keywords and links in profile pages or anywhere else on the website or material at networking events. In the event of a member, profiting directly through the use of the information provided within the member's homepage or from sending information about the Network Marketing or MLM (Multi Level Marketing) company to the membership the individual's membership to EPN will be terminated immediately. For clarity, members will not be in breach of this condition if they include or provide a product or service that is sourced from a multi-level marketing, referral marketing or similar organisation and that product or service is provided as part of that members own product or service offering to their customers and clients.**

**9.3 EPN is NOT a "free to advertise database" - the sending of unsolicited emails (SPAM) advertising products or services to members either using EPN Forums, by any private messaging system, export contact tools, mass mailing newsletter tools or directly to members e-mail addresses is NOT PERMITTED. Any instant messages or emails from one member to another may not be carried out using third party's services to relay your message or with the intention of hiding the origination of your message or message. The collection of EPN members e-mail addresses from the profile pages or from the database (except using export tools where available) for ANY use without the written permission of EPN is considered as theft, legal action will be taken against offenders.**

**9.4 EPN will not mediate disputes between members and does not accept any liability to any party whatsoever for any disputes arising due to postings on the website, messages, emails, telephone call or meetings by a particular member(s). EPN shall not be obliged to publish any information about disputes between members or arising from such disputes.**

## **10. MODIFICATION OF THESE TERMS AND CONDITIONS**

**EPN reserves the right to change the terms, conditions and notices under which this website is offered without notice.**

## **11. INDEMNITY**

**11.1 Where it is found that a member has been in breach of any of these Terms of Membership, he or she shall indemnify EPN for and against any loss or damage (to include reasonable legal costs, penalties, interest or costs reasonably incurred in mitigating any loss or damage)**

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sustained by EPN and / or any party, including a party to whom EPN owes a duty under law, which arises because of the breach by that member. This indemnity shall continue notwithstanding the ending of this agreement for membership.

11.2 You now agree to indemnify and hold EPN, and its agents, co-branders, or other partners directors and employees, harmless from any claim or demand, including reasonable legal fees, made by any EPN member or by any third party against any of the aforementioned indemnified parties due to or arising out of any Content you submit, post, transmit or make available through the EPN Website or on any website to which EPN links or which displays some Content of the EPN Website, your use of the EPN Website, your connection to EPN Website, or your violation of any rights of another.

11.3 EPN will notify you of any claim for which EPN seeks indemnification as soon as is reasonably practicable and will afford you the opportunity to participate in the defence of such claim, provided that your participation will not be conducted in a manner prejudicial to EPN's interests, as reasonably determined by EPN.

11.4 Where permissible under relevant law, this indemnity will extend to any claim, demand, award of damages, penalty, costs, interest and reasonable legal fees suffered by or demanded from EPN under the law of any jurisdiction.

11.5 Where by operation of the law of England & Wales, any provision contained in the indemnities given in this clause 11 is found to be of no effect, you agree that the other provisions of that clause may still be construed as being in full force and effect.

## **12. GENERAL**

12.1 EPN is based in England and by applying for membership; you are agreeing that your membership will be subject to the laws of England & Wales. You hereby consent to the exclusive jurisdiction of the courts of England & Wales in all disputes arising out of or relating to the use of EPN and/or the Website. Use of the Website is unauthorised in any jurisdiction that does not give effect to all provisions of these Terms of Membership.

12.2 You agree that no joint venture, partnership, employment, or agency relationship exists between you and EPN as a result of your agreement to these Terms of Membership or use of the Website.

12.3 EPN's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of EPN's right to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by EPN with respect to such use.

12.4 If any part of this agreement for membership is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability

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limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

The agreement resulting from your acceptance of these Terms of Membership, together with any further terms that may be applicable as regards subscription membership and any extra terms that may apply to specific types of service provided in EPN shall constitute the entire agreement between you and EPN with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and EPN with respect to this website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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