

# IAHSP EUROPE PLATFORM – CONDITIONS OF USE



PLEASE READ THESE CONDITIONS OF USE CAREFULLY BEFORE USING THE IAHSP EUROPE PLATFORM

## WHAT ARE THESE CONDITIONS?

These Conditions tell you the rules for using the IAHSP® Europe Platform (accessible at [www.iahspeurope.com](http://www.iahspeurope.com)) (**IAHSP® Europe**).

- What is **IAHSP® Europe**?
- Who we are and how to contact us
- By using **IAHSP® Europe** you accept these Conditions
- There are other conditions that may apply to you
- We may make changes to these Conditions
- We may make changes to **IAHSP® Europe**
- We may suspend or withdraw **IAHSP® Europe** You must keep your account details safe
- How you may use material on **IAHSP® Europe**
- Do not rely on information on **IAHSP® Europe**
- We are not responsible for websites and resources we link to
- We are not responsible for contracts made between users
- User-generated content is not approved by us
- When we are responsible for loss or damage suffered by you
- Rules about uploading content to **IAHSP® Europe**
- Rights you give us to use your details & material you upload
- We are not responsible for viruses and you must not introduce them
- Rules about linking to **IAHSP® Europe**
- Acceptable Use Rules
- Interactive services
- Content Standards
- Suspension and termination
- Which country's laws apply to any disputes?
- Our trademarks are registered

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## WHAT IS IAHSP® EUROPE?

**IAHSP® Europe** is a unique and vibrant community platform and available to members of the **IAHSP® Europe** Network or by invitation only. This is a space to connect, network, access opportunities and learn from each other. We hope all who join will contribute to a plethora of collective knowledge and experience and be willing to learn and share with others.

## WHO WE ARE AND HOW TO CONTACT US:

**The IAHSP® Europe platform and website** has been developed and is operated by **IAHSP® Europe (we, us or our)**. We are registered in Switzerland (company number CHE-452.500.039). Our registered office and main trading address is IAHSP® Europe, c/o Verena Mumford, Rämpweg 10, 8126 Zumikon, Switzerland. We are not VAT registered, as we are a non-profit association.

To contact us, please email us at [info@iahspeurope.com](mailto:info@iahspeurope.com)

## BY USING IAHSP® Europe YOU ACCEPT THESE CONDITIONS:

By using **IAHSP® Europe** you confirm that you accept these Conditions and that you agree to comply with them.

If you do not agree to these Conditions, you must not use **IAHSP® Europe**.

We recommend that you print a copy of these Conditions for future reference.

## THERE ARE OTHER CONDITIONS THAT MAY APPLY TO YOU:

These Conditions of use refer to the following additional terms, which also apply to your use of **IAHSP® Europe**:

- Our **Privacy Policy**, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using **IAHSP® Europe**, you consent to such processing and you warrant that all data provided by you is accurate.
- Our **Cookie Policy**, which sets out information about the use of cookies on the **IAHSP® Europe** platform and website.

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## WE MAY MAKE CHANGES TO THESE CONDITIONS:

We amend these Conditions from time to time. Every time you wish to use **IAHSP® Europe**, please check these Conditions to ensure you understand the terms that apply at that time. They can be accessed on the home page of **IAHSP® Europe** under the heading 'Terms & Conditions'.

## WE MAY MAKE CHANGES TO IAHSP® EUROPE:

We may update and change **IAHSP® Europe** from time to time to reflect developments in our network, our users' needs and our priorities. We will try to give you reasonable notice of any major changes.

## WE MAY SUSPEND OR WITHDRAW IAHSP® Europe:

**IAHSP® Europe** is made available free of charge

We do not guarantee that **IAHSP® Europe** or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of **IAHSP® Europe** for operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access **IAHSP® Europe** through your internet connection are aware of these Conditions and other applicable terms and conditions, and that they comply with them.

## YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE:

If you choose, or you are provided with, a username or user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. 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 reasonable opinion, you have failed to comply with any of the provisions of these Conditions.

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If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us on [info@iahspeurope.com](mailto:info@iahspeurope.com)

## HOW YOU MAY USE MATERIAL ON IAHSP® Europe:

We are the owner or the licensee of all intellectual property rights in **IAHSP® Europe**, and of 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 **IAHSP® Europe** for your personal use and you may draw the attention of others within your organisation to content posted on **IAHSP® Europe**.

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 content on **IAHSP® Europe** must always be acknowledged.

You must not use any part of the content on **IAHSP® Europe** for commercial purposes without obtaining a licence to do so from us.

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

## DO NOT RELY ON INFORMATION ON IAHSP® Europe:

The content on **IAHSP® Europe** is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on **IAHSP® Europe**.

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## USER-GENERATED CONTENT IS NOT APPROVED BY US:

**IAHSP® Europe** may include information and materials uploaded by other users, including to profiles and forums. This information and these materials have not been verified or approved by us. The views expressed by other users on **IAHSP® Europe** do not represent our views or values. If you wish to complain about information and materials uploaded by other users please contact us on [info@iahspeurope.com](mailto:info@iahspeurope.com). As a valued user, if you do notice anything on **IAHSP® Europe** which is not accordance with these Conditions, please do contact us immediately.

## WHEN WE ARE RESPONSIBLE FOR LOSS OR DAMAGE SUFFERED BY YOU:

### Whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any chargeable products or services to you, which will be set out in separate terms and conditions.

### If you are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to RankNet or any content on it.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any chargeable products or services to you, which will be set out in separate terms and conditions.

use of, or inability to use, RankNet; or

use of or reliance on any content displayed on RankNet.

In particular, we will not be liable for:

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loss of profits, sales, business, or revenue;  
business interruption;  
loss of anticipated savings;  
loss of business opportunity, goodwill or reputation; or  
any indirect or consequential loss or damage.

## **If you are a business user:**

Please note that we only provide **IAHSP® Europe** for domestic and private use. You agree not to use **IAHSP® Europe** for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## **RULES ABOUT UPLOADING CONTENT TO IAHSP® Europe:**

Whenever you make use of a feature that allows you to upload content to RankNet, or to make contact with other users of RankNet, you must comply with our Content Standards.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to IAHSP® Europe will be considered non-confidential and non-proprietary. You retain all your ownership rights in your content, but you are required to grant us and other users of IAHSP® Europe a limited...

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...licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in Rights you are giving us to use material you upload below.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to IAHSP® Europe constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on IAHSP® Europe if, in our opinion, your post does not comply with our Content Standards below. We will monitor postings to IAHSP® Europe every few days during normal operating hours, but we do not warrant that it will have continuous monitoring. You are solely responsible for securing and backing up your content.

## RIGHTS YOU GIVE US TO USE YOUR DETAILS & MATERIAL YOU UPLOAD:

When you upload or post content to **IAHSP® Europe**, you grant the following licenses:

- a licence to use, copy and display to other users of **IAHSP® Europe** your name, job title, place of work and contact details. Our **Privacy Policy** sets out in more detail the terms on which we process any personal data we collect from you, or that you provide to us.
- a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to us to use, reproduce, distribute, prepare derivative works of, and display content you upload on **IAHSP® Europe** (including to promote **IAHSP® Europe** or any of its features).
- a licence to view, use and copy your content to other users of **IAHSP® Europe**.

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## WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM:

We do not guarantee that **IAHSP® Europe** will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access **IAHSP® Europe**. You should use your own virus protection software.

You must not misuse **IAHSP® Europe** by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to **IAHSP® Europe**, the server on which **IAHSP® Europe** is stored or any server, computer or database connected to **IAHSP® Europe**. You must not attack **IAHSP® Europe** via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would 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 cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use **IAHSP® Europe** will cease immediately.

## RULES ABOUT LINKING TO IAHSP® EUROPE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to **IAHSP® Europe** in any website that is not owned by you.

**IAHSP® Europe** must not be framed on any other site, nor may you create a link to any part of **IAHSP® Europe** other than the homepage.

We reserve the right to withdraw linking permission without notice.



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The website in which you are linking must comply in all respects with our Content Standards.

If you wish to link to or make any use of content on IAHSP® Europe other than that set out above, please contact us on [info@iahspeurope.com](mailto:info@iahspeurope.com)

## ACCEPTABLE USE RULES:

You may use **IAHSP® Europe** only for lawful purposes. You may not use **IAHSP® Europe**:

- 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 harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards (see below). To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to access without authority, interfere with, damage or disrupt:

- any part of IAHSP® Europe;
- any equipment or network on which IAHSP® Europe is stored;
- any software used in the provision of IAHSP® Europe; or
- any equipment or network or software owned or used by any third party.

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## INTERACTIVE SERVICES:

We may from time to time provide interactive services on IAHSP® Europe, including, without limitation:

- Forums
- Events
- Mentoring

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is monitored and what form of monitoring is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and for children) from third parties when they use any interactive service provided on IAHSP® Europe, and we will decide in each case whether it is appropriate to use monitoring of the relevant service (including what kind of monitoring to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on IAHSP® Europe, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is monitored or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as monitoring is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do monitor an interactive service, we will normally provide you with a means of contacting the monitor, should a concern or difficulty arise.

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## CONTENT STANDARDS:

These content standards apply to all materials which you contribute to IAHSP® Europe (contributions), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in Switzerland and in any country from which they are posted.

Contributions must not:

Contain any material which is defamatory of any person.

- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Discriminate based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

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## SUSPENSION AND TERMINATION:

We will determine, at our discretion, whether there has been a breach of these Conditions through your use of IAHSP® Europe. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these Conditions constitutes a material breach of the terms upon which you are permitted to use IAHSP® Europe, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use IAHSP® Europe.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to IAHSP® Europe.
- 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 these Conditions. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

If you wish to discontinue use of IAHSP® Europe and/or remove your contact or personal details, please contact us on [info@iahspeurope.com](mailto:info@iahspeurope.com) to arrange this.

## WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these Conditions, their subject matter and their formation, are governed by Swiss law. You and we both agree that the courts of Switzerland will have exclusive jurisdiction.

If you are a business, these Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Swiss law...

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...We both agree to the exclusive jurisdiction of the courts of Switzerland.

## **OUR TRADEMARKS IS REGISTERED:**

**IAHSP® ' is a USA registered trademark. You are not permitted to use it without our approval.**