



## Terms of Use

### **1. General Information Regarding These Master Terms of Use ("Master Terms").**

Please read these terms carefully because they apply to your use of all of the websites that Avalon Consultancy Services Ltd operates (collectively, the websites to which these terms apply, the "Websites"), including the products and services provided through the Websites (collectively, the "Services"). Websites include, but are not limited to, the websites operated at [www.avaloncsl.com](http://www.avaloncsl.com) and [www.avaloncsl.co.uk](http://www.avaloncsl.co.uk) (collectively, together with all sub-domains thereof). Avalon Consultancy Services Ltd is a UK based professional body.

Unless otherwise agreed in writing with Avalon Consultancy Services Ltd, your use of any Website or Service will always be subject to, at a minimum, the terms and conditions set out in this document. These are referred to as the "Master Terms."

In addition, your use of any Website or Service may also be subject to the terms of any legal notice applicable to the Website or Service, in addition to the Master Terms. All such terms supplementing these Master Terms are referred to below as the "Additional Terms." Where Additional Terms apply to a Website or Service, these will be accessible for you to read either within, or through your use of, that Website or Service.

The Master Terms, together with any Additional Terms, form a binding legal agreement between you and Avalon Consultancy Services Ltd in relation to your use of the Websites and the Services. Collectively, this legal agreement is referred to below as the "Terms." If there is any contradiction between the Additional Terms and the Master Terms, then the Additional Terms shall take precedence in relation to the Website or Service to which the Additional Terms apply.

### **2. Your Agreement to the Terms.**

YOUR ACCESS OR USE OF ANY WEBSITE OR SERVICE IN ANY WAY SIGNIFIES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. By accessing or using any Website or Service you also represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of any Website or Service. **If you do not agree to the Terms, you are not authorised to use any Website or Service.**

### **3. Changes to the Terms.**

From time to time, Avalon Consultancy Services Ltd may change, remove, add to (including without limitation by way of Additional Terms) or otherwise modify the Terms, and reserves the right to do so in its discretion. In that case, we will post the updated Master Terms or Additional Terms, as relevant, to the applicable Website(s) and indicate the date of revision. We encourage you to periodically review the Terms. In addition, if our modifications are material, we will make commercially reasonable efforts to notify you electronically. For example, we may send a message to your email address, if we have one on file, or we may

display a notice on the Websites indicating that the Terms have changed. All new and/or amended Terms take effect immediately; provided, however, that if deemed material by Avalon Consultancy Services Ltd it its sole discretion, such new and/or additional material terms will be marked as such and will take effect 30 days after they are posted on the applicable Website. Notwithstanding the foregoing, (i) no modification to the Terms will apply to any dispute between you and Avalon Consultancy Services Ltd that arose prior to the effective date of any modification and (ii) if you do not agree with any modification to the Terms, you may terminate this agreement by ceasing use of the Websites and Services. Your continued use of any Website or Service after new and/or revised Terms are effective indicate that you have read, understood and agreed to those Terms.

#### **4. Provision of the Websites and Services Generally.**

Avalon Consultancy Services Ltd makes the Websites and Services available to you on the Terms. You may only use the Websites and Services in accordance with these Master Terms and any applicable Additional Terms. In particular but without limitation, you may not use the Websites and Services for any purpose that is unlawful or prohibited by these Master Terms, any applicable Additional Terms, or any other conditions or notices that are made available on any Website or Service.

#### **5. Location of the Websites and Services.**

The Websites and Services are controlled and offered by Avalon Consultancy Services Ltd from its facilities in the UK. Avalon Consultancy Services Ltd makes no representations that the Websites or Services are appropriate or available for use in other locations. If you are accessing or using any Website or Service from other jurisdictions, you do so at your own risk and you are responsible for compliance with local law. Notwithstanding the foregoing, the Websites may contain or provide links to Content (defined in Section 8, below) hosted on websites located outside of the UK.

#### **6. User Conduct.**

Users agree not to use the Websites or Services to:

1. Post, use or transmit Content that you do not have the right to post or use, for example, under intellectual property, confidentiality, privacy or other applicable laws;
2. Post, use or transmit unsolicited or unauthorised Content, including advertising or promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unsolicited or unwelcome solicitation or advertising;
3. Post, use or transmit Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise interfere with or disrupt the Websites or Services or servers or networks connected to the Websites or Services, or that disobeys any requirements, procedures, policies or regulations of networks connected to the Websites or Services;
4. Post or transmit Content that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false and misleading, incites an illegal act, or is otherwise in breach of your obligations to any person or contrary to any applicable laws and regulations;
5. Intimidate or harass another;

6. Use or attempt to use another's account, service, or personal information;
7. Remove, circumvent, disable, damage or otherwise interfere with any security-related features that enforce limitations on the use of the Websites or Services;
8. Attempt to gain unauthorized access to the Websites or Services, other accounts, computer systems or networks connected to the Websites or Services, through hacking password mining or any other means or interfere or attempt to interfere with the proper working of the Websites or Services or any activities conducted through the Websites or Services;
9. Use any means to bypass or ignore robot.txt, or other measures we use to restrict access or use of the Websites or Services;
10. Impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or
11. Post or transmit any personally identifiable information about persons under 13 years of age.

In addition, you may not (and may not authorize another party to): (i) frame or otherwise co-brand the Websites or Services (for example, by displaying a name, logo, trademark or other means of attribution of a third party that is reasonably likely to give the user the impression that that third party has the right to display, publish or distribute the Website or Service); or, (ii) use any Website or Service in any manner that could disable, overburden, damage or impair such Website or Service, or interfere with any other party's use and enjoyment of any Website or Service.

## **7. Terms Relating to Content on the Websites and Services.**

### **7.1. Responsibility for Content.**

You understand that all material, data and information, such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images (collectively, "Content") which you may have access to as part of, or through your use of, the Websites and Services are the sole responsibility of the person from which such Content originated. This includes assertions that persons may make, expressly or impliedly, about the provenance and ownership of Content that they supply, upload, list and/or link to. You acknowledge that Avalon Consultancy Services Ltd does not make any representations or warranties about the Content, including without limitation, about the accuracy, integrity or quality of the Content made available at the instigation of users of the Websites and Services. You understand that by using the Websites and Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances is Avalon Consultancy Services Ltd liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted to, linked to or otherwise accessible or made available via the Websites and Services.

### **7.2. Licenses Associated With Content on the Websites and Services.**

#### **7.2.1. Your Content:**

You retain the copyright in your Content that you provide on the Websites or in connection with the Services. You hereby agree that all Content you voluntarily provide to Avalon Consultancy Services Ltd on or through any Website or Service is licensed under a Creative Commons Attribution 3.0 license, is not copyrightable, or is in the public domain. When you post your Content, you designate Avalon Consultancy Services Ltd as the "Attribution Party" for the purposes of the Attribution 3.0 license, as defined therein, and grant permission for the relevant Website URI to be associated with your Content for purposes of that license. **If Content you provide is protected by copyright, then if it is not licensed under an Avalon Consultancy Services Ltd Attribution 3.0 license, you must not provide it to Avalon Consultancy Services Ltd.**

#### 7.2.2. Third Party Content:

Third Party Content and Third Party Websites (as defined in Section 9, below) that Avalon Consultancy Services Ltd links to or embeds in the Websites or that are provided through the Services, including but not limited to blogs and news feeds, are subject to the license terms accompanying such Content. For Third Party Content and Third Party Websites that Avalon Consultancy Services Ltd supplies, as a courtesy Avalon Consultancy Services Ltd will take reasonable steps to clearly mark any such Third Party Content or Third Party Websites that are not licensed under an Avalon Consultancy Services Ltd Attribution 3.0 license; **provided, however, that Avalon Consultancy Services Ltd cannot and does not make any guarantee or warranty whatsoever about the license terms of Third Party Content or Third Party Websites and provides all such information AS-IS.** We encourage you to always verify the license of any such Content before use.

#### 7.3. Content You Provide.

You may only submit Content to the Websites or in connection with the Services that you have the right to submit. This means that you can only submit Content that you yourself create, that is in the public domain or that you have been expressly granted the right to submit consistent with the Terms. For the avoidance of doubt, Content that infringes the rights of any third party (e.g., Content used without express permission of the copyright owner and not otherwise permitted by law) must not be submitted. **You represent, warrant and agree that no Content of any kind submitted, posted or otherwise shared by you on or through any of the Websites or Services, violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, or contains libelous, defamatory or otherwise unlawful material. Further, you represent, warrant and agree not to submit any personally identifiable information, including any Content containing personally identifiable information, about any person who is under 13 years of age.** Avalon Consultancy Services Ltd may, but is not obligated to, review your submissions and may delete or remove (without notice) any Content in its sole discretion that Avalon Consultancy Services Ltd determines violates the Terms or that may be offensive, illegal, or that might violate the rights, harm or threaten the safety of others. Avalon Consultancy Services Ltd does not endorse or support any Content posted by you or any other third party on or through the Websites or Services. You alone are responsible for creating backup copies and replacing any Content you post on the Websites or Services, and you authorise Avalon Consultancy Services Ltd to make copies of your Content as we deem necessary in order to facilitate the posting of your Content on the Websites or Services. You may request the removal of your Content from the Websites or Services at any time, and Avalon Consultancy Services Ltd will take reasonable steps to promptly remove such Content; provided, however, that Avalon Consultancy Services Ltd can remove any such Content only from its Websites and cannot remove Content from email archives, wiki history pages and similar community forums where you may post content, or others' computers, such as Content you may have sent to others in an email posted to an

Avalon Consultancy Services Ltd email list. If you choose to remove your Content, the Avalon Consultancy Services Ltd license you granted when submitting such Content (see subparagraph (b)(ii), above) will remain in full force and effect in accordance with its terms.

#### 7.4. Use of Content on the Website or Services.

You may use the Content you find on the Websites or Services in accordance with the terms of the license applicable to that Content. For the avoidance of doubt, you must attribute all Content (except public domain Content) in the manner specified by the author or licensor (including attribution to any designated Attribution Party) and in accordance with the terms of such license and you must not remove or alter any copyright, trademark, name or other notice or legend that appears in connection with the Content. You represent and warrant to Avalon Consultancy Services Ltd that you will use any and all Content on our Websites or Services in accordance with the applicable license. You should be sure to review the terms of that license before you use the Content to which it applies so that you know what you can and cannot do. By using the Websites or Services, you agree that you are solely responsible for your use of any and all Content made available thereon. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the provenance, ownership, accuracy, completeness, or reliability of such Content. In this regard, you acknowledge that you may not rely on any Content made available on the Websites or Services without your own independent evaluation of that Content. **Avalon Consultancy Services Ltd does not guarantee that Content made available on the Websites or Services does not infringe the rights of any third party.**

#### 8. Third Party Websites and Content; Links.

The Websites or Services may contain links to websites not controlled by Avalon Consultancy Services Ltd ("Third Party Websites"), as well as Content belonging to or originating from persons or organizations other than Avalon Consultancy Services Ltd ("Third Party Content"). You acknowledge that Avalon Consultancy Services Ltd is not responsible or liable for any Third Party Websites or any Third Party Content, information or products made available at any Third Party Website, regardless of whether Third Party Websites provide the option for users to apply Avalon Consultancy Services Ltd licenses to Content hosted on those sites, or whether any Third Party Website or Third Party Content bears a Avalon Consultancy Services Ltd license. You further acknowledge that Avalon Consultancy Services Ltd (a) is not responsible or liable for any Third Party Websites or any Third Party Content, information or products made available at any Third Party Website; (b) has not reviewed any Third Party Websites or Third Party Content for accuracy, appropriateness, completeness or non infringement; (c) has not sponsored or otherwise endorsed Third Party Websites or Third Party Content; and (d) makes no representations or warranties whatsoever about any Third Party Websites or Third Party Content.

#### 9. Participating in Our Community: Registered Users.

Registering for an account on any of the Websites, including but not limited to the [www.avaloncsi.com](http://www.avaloncsi.com) is void where prohibited. Only persons who are over the age of majority in their jurisdiction (which typically is 18, but may be different in your jurisdiction) and fully competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in the Terms and to abide by and comply with the Terms may register for an account and use the related Services; provided, however, that if you are under the age of majority in your jurisdiction but over 13 years of age, you may join with the express permission of your parent or legal guardian. Any registration by, use of or access to the Services provided to Registered Users (defined below) by anyone (1) under the age of 13 or (2) under the age of majority in their jurisdiction but without parental or

guardian permission, is unauthorized, unlicensed and a violation of these Master Terms. By registering for an account on any of the Websites or using the related Services, **you represent and warrant that you (1) are the age of majority in your jurisdiction or, (2) are over the age of 13 and have the express permission of a legal guardian to become a Registered User and use Services made available to Registered Users**, and you further agree to abide by all of the terms and conditions of these Master Terms and any applicable Additional Terms.

Services offered to Registered Users are provided subject to these Master Terms and any Additional Terms specified on the relevant Website. Avalon Consultancy Services Ltd reserves the right to modify or discontinue the accounts of Registered Users and related Services at any time. Avalon Consultancy Services Ltd disclaims any and all liability to Registered Users and third parties in the event Avalon Consultancy Services Ltd exercises its right to modify or discontinue user accounts or related Services.

### **Registration; Security.**

You agree to (a) provide accurate, current and complete information about you, if and as may be prompted by the registration process on the any of the Websites, (b) maintain the security of your password(s) and identification, (c) maintain and promptly update your registration information and any other information you provide to Avalon Consultancy Services Ltd, and to keep it accurate and complete to, among other things, allow us to contact you, and (d) be fully responsible for all use of your account and for any actions that take place using your account. It is your responsibility to ensure that Avalon Consultancy Services Ltd has up-to-date contact information for you. You may not set up an account or membership on behalf of another individual or entity unless you are authorised to do so.

### **No Membership in Avalon Consultancy Services Ltd.**

As used in these Master Terms, "Registered User" means a person who has registered and obtained an account on one of our Websites. Becoming a Registered User or using any of the related Websites or Services does not and shall not be deemed to make you a member, shareholder or affiliate of Avalon Consultancy Services Ltd for any purposes whatsoever.

### **Termination; Termination and Inactivation of User Accounts.**

Your participation as a Registered User and use the related Services terminates automatically upon your breach of any of these Master Terms or applicable Additional Terms.

In addition, Avalon Consultancy Services Ltd may, at any time: (a) modify, suspend or terminate the operation of or access to your user account for any reason; (b) modify or change such Websites and Services and any applicable Terms and policies governing your user account and related Websites and Services for any reason; and (c) interrupt user accounts and related Websites and Services for any reason, all as Avalon Consultancy Services Ltd deems appropriate in its discretion. Your access to your account, and use of the related Websites and Services may be terminated by you or by Avalon Consultancy Services Ltd at any time and for any reason whatsoever, without notice.

In addition, Avalon Consultancy Services Ltd reserves the right to delete and purge any account and all Content associated therewith following any prolonged period of inactivity, all as may be determined by Avalon Consultancy Services Ltd in its complete discretion.

## **10. DISCLAIMER OF WARRANTIES.**

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, Avalon Consultancy Services Ltd OFFERS THE WEBSITES AND SERVICES AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WEBSITES OR SERVICES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Avalon Consultancy Services Ltd DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT Avalon Consultancy Services Ltd'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Avalon Consultancy Services Ltd DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OR THE RESULT OF USE OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.

## **11. LIMITATION OF LIABILITY.**

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL Avalon Consultancy Services Ltd, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES OR AGENTS ("Avalon Consultancy Services Ltd PARTIES") BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE WEBSITES OR SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF Avalon Consultancy Services Ltd PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Avalon Consultancy Services Ltd PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON THE WEBSITES OR SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO CONTENT POSTED ON THE WEBSITES OR SERVICES, FOR YOUR USE OF THE WEBSITES AND SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE WEBSITES, IN CONNECTION WITH THE SERVICES OR OTHERWISE RELATING TO THE WEBSITES OR SERVICES.

## **12. Indemnification for Breach of Terms of Use.**

You agree to indemnify and hold harmless Avalon Consultancy Services Ltd Parties (defined above) from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorney's fees, resulting, whether directly or indirectly, from your violation of the Terms. You also agree to indemnify and hold harmless Avalon Consultancy Services Ltd Parties from and against any and all claims brought by third parties arising out of your use of any of the Websites or Services and the Content you make available via any of the Websites or Services by any means, including without limitation through a posting, a link, reference to Content, or otherwise.

## **13. Privacy Policy.**

Avalon Consultancy Services Ltd is committed to handling responsibly the information and data we collect through our Websites and Services and agrees to use your personal

information in accordance with the Privacy Policy and the Terms. The **Privacy Policy** is hereby incorporated by reference into these Master Terms.

#### **14. Trademarks.**

The Websites and Services may contain trademarks, service marks, logos and other names that are the property of Avalon Consultancy Services Ltd or such other party as indicated with respect to that name or icon. In the case of Avalon Consultancy Services Ltd' trademarks, logos and icons, these may only be used with the explicit permission of Avalon Consultancy Services Ltd.

#### **15. Copyright Complaints; DMCA Compliance.**

Avalon Consultancy Services Ltd respects the intellectual property rights of others, and we prohibit users of our Websites and Services from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights.

Additionally, it is our policy to terminate usage rights and any applicable user accounts of users we determine to be "repeat infringers" of others' copyrights.

Content hosted on Third Party Websites is the responsibility of those Websites, and not of Avalon Consultancy Services Ltd, regardless of whether the Content bears a Creative Commons license. If you are the copyright owner of Content hosted on a Third Party Website, and you have not authorized the use of your Content, please contact the administrator of the hosting Website directly to have the Content removed.

#### **16. Termination of this Agreement.**

These Master Terms and any Additional Terms will continue to apply until terminated by either you or Avalon Consultancy Services Ltd as set out below. Your right to access and use the Websites and Services terminates automatically upon your breach of any of these Master Terms or Additional Terms that may apply to any of the Websites or Services.

Avalon Consultancy Services Ltd may, at any time: (a) modify, suspend or terminate the operation of or access to any of the Websites or Services, or any portion of the Websites or Services, for any reason; (b) modify or change the Websites or Services, or any portion of the Websites or Services, and any Master Terms, Additional Terms and other policies governing the use of the Websites or Services, for any reason; (c) interrupt the operation of the Websites or Services, or any portion of the Websites or Services, for any reason, all as Avalon Consultancy Services Ltd deems appropriate in its sole discretion.

Your access to, and use of, the Websites or Services may be terminated by you or by Avalon Consultancy Services Ltd at any time and for any reason. Avalon Consultancy Services Ltd will use reasonable efforts to notify you in advance about any material modification, suspension or termination by Avalon Consultancy Services Ltd that is not caused by your breach of the Terms.

The disclaimer of warranties, the limitation of liability and the jurisdiction and applicable law provisions shall survive any termination. The license grants mentioned herein shall continue in effect subject to the terms of the applicable license. Your warranties and indemnification obligations shall survive any termination for one year.



## **17. Miscellaneous Terms.**

If any term or part of the Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions. The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and Avalon Consultancy Services Ltd as a result of these Master Terms, any Additional Terms, or your use of any of the Websites or Services. These Master Terms and any applicable Additional Terms constitute the entire agreement between you and Avalon Consultancy Services Ltd relating to this subject matter and supersede all prior, contemporaneous and future communications (with the exception of future amendments to the Terms as made available by Avalon Consultancy Services Ltd from time to time) between you and Avalon Consultancy Services Ltd. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generating and maintained in printed form.

### **Changes and Updates to these Terms**

We may occasionally update these Terms. When we do, we will also revise the Effective Date below. We encourage you to periodically review these Terms to stay informed about any restrictions or expectations for the use of our web properties. Your continued use of the Websites constitutes your agreement to these Terms and any updates.

Effective Date: 1 January 2013