

WEB SITE TERMS OF USE

AGREEMENT BETWEEN USER AND GWE BUSINESS WEST LTD

The MembersqZone section of the GWE Business West web site (gwebusinesswest.co.uk) is offered to the user on condition of your acceptance without modification of these Terms of Use. Your use of this web site constitutes your agreement to the Terms of Use.

Web Registrant user

As a registered user (a non-member) of this web site you can create a standard entry, free of charge, to appear within the online directory. The entry will display basic contact information such as company name, address, telephone, email address, contact name and a short profile.

By creating a standard entry in the online directory you do NOT become a member of GWE Business West Chambers of Commerce, and as such you will not be able to access membership online services available on this site. (If you wish to access full functionality you can choose to upgrade to become a full member of our Chambers of Commerce network. Email joinus@gwebusinesswest.co.uk or join online).

An online directory account must not be created on behalf of someone else without their permission.

Registration details provided on submission must be true and include a valid email address. They must never be used to impersonate any person or entity or falsely state or otherwise misrepresent an affiliation with a person or entity. Misused submission forms will not be processed.

Exact duplicate entries submitted will not be processed

On submitting an online directory entry it will take approximately 24 hours for your entry to appear in the online directory.

Registered users do not have access to changing their details once their entry is submitted but any required changes can be notified to membership@gwebusinesswest.co.uk and will be made within 24 hours of receipt.

By submitting data for an online directory entry, you acknowledge that GWE Business West may contact you to inform you of its relevant products and services.

Your online directory entry can be terminated by you at any time, and without cause, upon notification to GWE Business West by electronic or conventional mail to the Chambers of Commerce dept.

GWE Business West reserves the right for any reason to remove without notice any entry submitted.

When a registrant requests termination or GWE Business West terminates an entry, all personal data and records will be permanently removed from the online directory.

Full Chamber of Commerce web user

~~Full Members and Bath Subscribers of~~ GWE Business West Chambers of Commerce automatically become a ~~full~~ chamber of commerce web user and as such, on joining, gain immediate rights to full functionality and online services available on this website.

GWE Business West reserves the right to deny any user access to their GWE Business West membership zone online account and/or revoke membership at its sole discretion, subject to agreement of these terms.

These members are responsible for providing all personal computer and communications equipment necessary to gain access to the GWE Business West website. Access to and use of the membership zone is through a combination of an email address and a password. Passwords are automatically set to ~~password~~ on creation of an online record; for security reasons, members are recommended to then set their own passwords. 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. If you forget your password you can request a reminder via the site itself. For security reasons, GWE Business West does not have access to stored passwords and will not release passwords or website content for any reason, except as may be specifically required by law or court order. Unauthorised access to the Service is a breach of this Agreement and a violation of law.

Registration details about a member must be true and never be used to impersonate any person or entity or falsely state or otherwise misrepresent an affiliation with a person or entity.

You expressly understand and agree that GWE Business West shall not be liable to you for any direct or indirect use of the gwebusinesswest.co.uk website or services, including without limitation any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, alteration of, or use of records, whether for breach of contract, tortious behaviour, negligence, or under any other cause or action.

You may not copy, replicate, modify, distribute, display, perform, create derivative works from, transfer or sell any information, software, products or services obtained from gwebusinesswest.co.uk whether printed, visual, audio, radio, electronic, email forwarding, TV, satellite, digital transmission, scanned, website re-cycled or any other form of material except where expressly noted

that the material is available for such purpose.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this Web site, you warrant to gwebusinesswest.co.uk that you will not use this Web site for any purpose that is unlawful or prohibited by these Terms of Use.

USE OF ONLINE DIRECTORY, PROMOTION TOOLS & FORUMS

You will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, distribute, link or disseminate any defamatory, infringing, obscene, pornographic, foul language, swearing, indecent, libellous or unlawful material or information.

Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.

Falsify the origin or source of software or other material contained in a file that is uploaded.

Your online account allows you to access the following:

To enhance your **company profile** entry within the online members directory through added text, images, logos and links.

The online **promotion tools** are available for you to promote or highlight your news, offers, events, jobs, case studies and tenders. No third-party products or services may be promoted by a member, other than their own.

Access to **specialist information portals** and other **downloads** including member logo, business guides and other information exclusive to the members zone.

Specialist information portals (eg MyHRGuide) are run in association with selected partners of GWE Business West. Your data may be provided in some cases to the partner as necessary to solely enable access to a portal as part of your membership benefits, and following a strict agreed privacy policy. Content and material supplied by one of these portals may not be altered, edited, plagiarised, copied, sold or distributed in any way and may only be used by the legitimate corporate member organisation of Chambers of Commerce. Please see separate terms & conditions for third-party portals.

Any **forums** made available on gwebbusinesswest.co.uk will provide members (and other businesses) the opportunity to offer discussion points and interact through commentary.

In addition to general search options available to all visitors to the online directory, an **enhanced search** functionality is available to members whereby you can search by geographic location using postcodes.

Forums will be moderated. You will not conduct or forward surveys, contests or chain letters or use a Forum to advertise or sell any goods or services, which you are in the business of advertising or selling.

You will not download any file posted by another user of a Forum that you know, or reasonably should know, which cannot be legally distributed in such manner. You agree to use the Forums only to add or view discussion topics and comments that are proper and related to the particular Forum. You acknowledge that all Forums are public and not private communications and GWE Business West has the right to monitor all communications on the platform.

You acknowledge that GWE Business West does not endorse the content of any online posts or commentary, and such communications shall not be considered reviewed, screened, or approved by GWE Business West.

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. This means that you, and not GWE Business West, are entirely responsible for all content that you upload, post, email, transmit or otherwise make available via the Service.

GWE Business West does not control the content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the GWE Business West website, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will GWE Business West be liable in any way for any content, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the website or service or any site that chooses to link to or display the content.

GWE Business West reserves the right for any reason to remove without notice any content posted. GWE Business West reserves the right to deny in its sole discretion any user access to memberszone website and/or revoke membership without notice.

The GWE Business West online directory is NOT a "free to advertise to database" - the sending of unsolicited emails (SPAM) advertising products and services to members using forums or directly to members e-mail addresses is NOT PERMITTED. The collection of GWE Business West

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 GWE Business West is considered as theft. Legal action will be taken against offenders.

GWE Business West is not liable for any misrepresentation of a member and does not guarantee the reliability of any of its members, their products or services.

GWE Business West is not liable for any loss of job or any expenses incurred in the pursuit of employment.

GWE Business West will not intervene in disputes between members and do 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). Members enter into a trading relationship at their own risk and take full responsibility to undertake their own due diligence prior to engagement of any sort.

GWE Business West will not comment on individual cases of a breach of these terms and conditions.

You agree that you will not misuse the services supplied and that you will abide by any laws applicable to this agreement or the operation of it. In particular we refer to the use of; material or content we deem to be harmful, illegal or offensive; any infringement of intellectual rights and copyright or data protection; using the services for illegal purposes such as fraud or in any other crime. Misuse also includes the distribution of viruses, worms or any other potentially destructive or otherwise malicious code.

You specifically confirm that you will immediately report to us, but also to use reasonable efforts to immediately stop any unauthorised use or misuse.

Failure to properly use or any breach or misuse whatsoever will result in membership being withdrawn and that former member will not have access to the GWE Business West online services at all. GWE Business West also reserves the right to take other appropriate action.

Any misuse of forums, promotion tools, online directory, specialist information portal or any other online resource, may result in deletion and cancellation of membership.

LINKS TO THIRD PARTY SITES

This web site may contain hyperlinks to web sites operated by parties other than GWE Business West. Such hyperlinks are provided for your reference only. GWE Business West does not control such web sites and is not responsible for their contents. GWE Business West's inclusion of hyperlinks to such web sites does not imply any endorsement of the material on such web

sites or any association with their operators.

Members who are found to be using hidden links, repetitive links or blatantly attempting to spam GWE Business West and / or search engines, may have their content removed or account closed without warning.

CONTACT

Contact emarketing@gwebusinesswest.co.uk with questions or problems with this Web site.

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LIABILITY OR OTHERWISE, EVEN IF GWE BUSINESS WEST OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

GENERAL

This agreement is governed by the laws of the United Kingdom. You hereby consent to the exclusive jurisdiction and venue of courts in the United Kingdom in all disputes arising out of or relating to the use of this Web site. Use of this Web site is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

www.gwebusinesswest.co.uk is owned and operated by GWE Business West Limited.

You agree that no joint venture; partnership, employment, or agency relationship exists between you and GWE Business West as a result of this agreement or use of this Web site.

You agree to indemnify and hold GWE Business West Ltd, and its subsidiaries, affiliates, agents, co-branders or other partners and employees, harmless from any claim or demand, including reasonable legal fees, made by any GWE Business West member or third party due to or arising out of content you submit, post, transmit or make available through GWE Business West website or any on site that chooses to link to or display the content, your use of GWE Business West website, your connection to GWE Business West website, your violation of these terms and conditions, or your violation of any rights of another.

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

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

GWE Business West operates paid subscription membership services - the terms and conditions of these services are here:
<http://www.gwebusinesswest.co.uk>

This agreement constitutes the entire agreement between the user and GWE

Business West with respect to this Web site and it super sedes all prior or contemporaneous communi cations and proposals, whether electronic, oral, or written, between the user and GWE Business West with respect to this Web site. 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.

Fictitious names of companies, products, people, characters and/or data that may be used herein are not intended to represent any real individual, company, product or event.

Any rights not expressly granted herein are reserved.