



**CILEX Community
Terms of Service and
Use**

The CILEX Community Website is our virtual networking environment. It is secure and only accessible to invited CILEX Members and it is monitored by CILEX Staff. We therefore expect all users to maintain the highest standards of behaviour and professionalism, when interacting with other Members of the CILEX Community.

By accepting the invitation to the CILEX Community, you are agreeing to the processing of your personal data for the purpose of the CILEX Community, as set out in the Privacy Policy and confirming that you are over 16 years old.

As a CILEX Member, you are governed by the Code of Conduct, which sets out the principles to which you must adhere to in your conduct, practice and professional performance and the outcomes you must meet.

CILEX Community – Summary Terms of Use - [Terms of Use | Chartered Institute of Legal Executives \(CILEX\)\(cilexcommunity.org.uk\)](#) provides introductory information for using the CILEX Community Website, however this document provides all of the information on the Terms of Service and Use.

The Community Website Terms of Use (“[Terms of Use](#)”) are defining the conditions under which you may access and use the CILEX Community Website (which utilises the Hivebrite Platform) and all the functionalities provided (hereinafter designated together the “[Service](#)”).

The CILEX Community URL Address is: <https://cilexcommunity.org.uk/>

CILEX is registered as a Data Controller at the UK’s Information Commissioner’s Office under number Z7185599 for CILEX Data Processing.

CILEX have partnered with HiveBrite to bring you the CILEX Community Website. As such CILEX is deemed the Customer and therefore, the Data Controller and HiveBrite (the Company) is the Data Processor. All parties agree that the Customer shall be the Data Controller and the Company shall be deemed to be the Data Processor, with regard to the Users Data, as those terms are understood under the applicable Data Protection Laws. In such cases, the Parties agree to comply with the terms of the Data Processing Agreement (DPA) as available online at <https://hivebrite.com/legal/dpa> and as may be amended from time to time and the CILEX Data Sharing Agreement.

These terms and conditions apply between you, as the User of this Website (including any sub-domains, unless expressly excluded by their own Terms and Conditions) and CILEX (Chartered Institute of Legal Executives), who is the owner and operator of this Website hosted on the Hivebrite Platform.

Please read these Terms and Conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is outlined in this Terms of Use Agreement, which is deemed to occur upon your first use of the Website.

Please review these Terms of Use carefully prior to using the Service. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

You must be at least 16 years of age to use The CILEX Community Website. By using The CILEX Community Website and agreeing to these Terms and Conditions, you represent and warrant that you are at least 16 years of age.

We reserve the right to update or revise these Terms without giving you any notice. Please check the Terms and Conditions periodically for any changes. Your continued use of our Website following the posting of any changes to the Terms and Conditions constitutes your acceptance of those changes.

By accessing or using the Service or by logging into with your allocated User ID, you agree to be bound by these Terms of Use. The User undertakes to have legal ability and means required to access and use the Service and acknowledges to have read, understood and accepted without limitation or reservation the Terms of Use, which apply in addition to The CILEX Community Website Privacy Policy, The CILEX Community Website Cookies Policy, the CILEX Website Privacy Notice, CILEX Website Privacy Statement and the CILEX Code of Conduct.

All Users of the CILEX Community Platform must adhere to the CILEX Code of Conduct:
[The Code of Conduct \(cilex.org.uk\)](https://www.cilex.org.uk)

Other Relevant Documents:

CILEX Privacy Notice: [Privacy Notice \(cilex.org.uk\)](https://www.cilex.org.uk)

CILEX Privacy Statement: [CILEX Privacy Statement](https://www.cilex.org.uk)

CILEX Terms and Conditions: [Terms & Conditions \(cilex.org.uk\)](https://www.cilex.org.uk)

The CILEX Community Privacy Policy: Available on the CILEX Community Website.

The information and data on The CILEX Community Website are subject to revision without notice and CILEX may revise this Disclaimer at any time by updating this notice. All material included in our CILEX Community Website is intended for information purposes only and it does not represent legal advice. Users should take appropriate steps to verify such information. No user should act or refrain from acting on the information contained in this website without first verifying the information and as necessary obtaining legal and/or professional advice.

Main Rules - Do's and Don'ts

These rules apply to all Users and across all areas of the CILEX Community Website, including within Private Groups.

1. The CILEX Community Website is only to be used for matters relating to CILEX. This includes, but it is not restricted to Membership, CPQ, study, associated resources, activity and events.
2. Any personal details you share via your Profile, you do so at your own risk, as these are visible by other members of the CILEX Community. CILEX accepts no responsibility for any consequences, arising from such disclosure.
3. No posting may contain any foul language or material that is contrary to law or insulting or offensive to any person, irrespective of whether that person is likely to see it or not.
4. Neither the Live feed or Forums may be used for any form of advertising of any product or service.
5. You must not deliberately provide false information in your Profile or a posting and if you have used AI (Artificial Intelligence) to produce any post or content, you must have

validated all sources of text and images, so that the post does not breach Copyright or any Intellectual Property Rights.

6. CILEX reserves the right to edit or delete any posting or thread that breaches any of the rules, Do's and Don'ts or that CILEX considered to be inappropriate in any other way. In such circumstances, CILEX is not obliged to notify any person, who had made an edited or deleted posting.
7. CILEX reserves the right to withdraw access to the CILEX Community and/or individual Groups from any person, who breaches these rules.

As well as following the rules, we would advise that you follow these simple guidelines to get the most out of the CILEX Community.

Do's

- Complete your Profile, including the "About You" information that you are happy for other members of the CILEX Community to see.
- Post a welcome message on the Live feed within Groups that you are a member of to introduce yourself to other members of the group.
- Give each thread you start within Forums, a relevant and easy to understand title, so others have the best opportunity to understand your posting.
- Allow all members the freedom to participate in conversations on the Live feed and within the Forum,
- Contact the Group Admin, if you are concerned about the tone or nature of any posting within the Live feed or Forum.

Don'ts

- Share personal information about others or confidential information via any posting or private message.
- Use offensive or abusive language. Any messages that are considered inappropriate will be removed.

Should you wish to leave the CILEX Community, you will need to email community@cilex.org.uk and request the deletion of your account.

1. **Legal Notice**

The Service is provided by CILEX (Chartered Institute of Legal Executives) via a Hivebrite Platform:

CILEX (The Chartered Institute of Legal Executives), incorporated by Royal Charter and registered in England & Wales under number RC000850, whose principal office is at Kempston Manor, Kempston, Bedford, MK24 7AB.

Type of Company: Professional Body for the Legal Profession

Email: privacyofficer@cilex.org.uk

The CILEX Community Website is a CILEX account held with the Hivebrite platform.

Hivebrite is a service offered by Kit United SAS, a simplified joint-stock company, whose registered office is located at 5, rue des Italiens in Paris (75009), France, registered under the unique identification number 753 391 713 R.C.S Paris.

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- Director of Publication: Jean HAMON
- Website: www.hivebrite.com

This site is hosted by Google Cloud Platform (GCP). It is geographically located in the GCP accommodation centre in Belgium (GCP - EU West 1).

Hosting:

Google Cloud Platform

Company located at Gordon House, 4 Barrow St, Dublin, Ireland

Registered in the Dublin Trade and Companies Register under the number: 752925594

Phone number: +353 1 436 1000

2. **Definitions**

By **"CILEX Technology"** we mean all of CILEX's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by CILEX.

Community Website: the online platform named The CILEX Community Website, edited by Hivebrite and provided by CILEX via the Hivebrite platform, allowing the User to benefit from the Service.

"Consent" of the Data Subject is any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to them.

By **"Customer Data"** we mean any data, information or material provided or submitted by you to CILEX in the course of using CILEX website/services.

"ICO" means the Information Commissioner's Office, which is the Data Protection Supervisory Authority for the UK.

Identifiers: means login and password or social login the User used to create the User Account.

“Incident” means: (a) a complaint or a request with respect to the exercise of the Rights of the Individual under the UK Data Protection Legislation; (b) an investigation into or seizure of the Personal Data by government officials or a specific indication that such an investigation or seizure is imminent; or (c) any breach of the security and/or confidentiality, as set out in the DPA leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the Personal Data or any indication of such a breach having taken place or being about to take place.

By **“Intellectual Property Rights”** we mean unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

“Personnel” refers to those individuals, who are employed by or are under contract to perform a service on behalf of one of the parties. Personnel may have rights to their Personal Data (including business contact information), if they reside in the EU. It is important to be clear about how personnel’s rights are protected.

Party or Parties: means the User and CILEX/Hivebrite, designated either individually or collectively.

“Profiling” means any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to a natural person and in particular, to analyse or predict aspects concerning that natural person’s performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.

“Pseudonymisation” is the processing of Personal Data in such a manner that the Personal Data can no longer be attributed to a specific Data Subject without the use of additional information, provided that such additional information is kept separately and is subject to technical, organisational and security measures to ensure that the Personal Data are not attributed to an identified or identifiable natural person.

“Recipient” is a natural or legal person, public authority, agency or another body, to which the Personal Data are disclosed, whether a third-party or not. However, public authorities, which may receive Personal Data in the framework of a particular inquiry, in accordance with Union or Member State law shall not be regarded as recipients; the processing of those data by those public authorities shall be in compliance with the applicable data protection rules, according to the purposes of the processing.

“Restriction of Processing” is the marking of stored Personal Data with the aim of limiting their processing in the future.

Service: means The CILEX Community Website and all the functionalities provided thereto and described in the Terms and Conditions.

Service Content: any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links and other content or materials made available during the Service.

“Third-Party” is a natural or legal person, public authority, agency or body other than the Data

Subject, Data Controller, Data Processor and persons, who under the direct authority of the Data Controller or Data Processor are authorised to process Personal Data.

User or Users: means any individual authorised by CILEX to access the Hivebrite Platform known as The CILEX Community Website and the use of the Service, after creation of a User Account having been supplied with user identifications and passwords (or by CILEX at your request or the applicable Administrator's request).

"UK Data Protection Legislation" means All applicable UK Data Protection and Privacy Legislation in force from time-to-time, including the General Data Protection Regulation (EU) 2016/679, the UK Data Protection Act 2018 and the Privacy and Electronic Communications (EU Directive) Regulations 2003 (as amended) (PECR) and any superseding legislation and all other applicable laws, regulations, statutory instruments and/or any codes, practice or guidelines issued by the relevant data protection or supervisory authority in force from time to time and applicable to a Party, relating to the processing of Personal Data and/or governing individual's rights to privacy.

User Account: means a dedicated online account opened by any visitor and providing access to the Service.

User Content: any content created, posted or shared by the User, on or through the Service, including any information, data, photos and other content relating to the User.

The terms "Data Subjects", "Personal Data", "Process", "Processed", "Processing", "Processor", "Controller" and "Supervisory Authority" (and their derivatives) shall have the meaning set out and will be interpreted, in accordance with such Applicable Laws relating to UK Data Protection.

3. Term

The Terms of Service will come into effect on first access to the Service and for the entire duration of use.

4. Description of the Service

The Service enables Users to connect with each other, build communities and/or also for networking.

The Service comprises a suite of online services provided by CILEX's Hivebrite Account, known as The CILEX Community Website, allowing the User to:

- Connect with people of CILEX Member and Non-Member Network Groups that the User is interested in:
 - **Live Feed:** allows Users to have access to a newsfeed aggregating content posted via the application. They can comment on the posts (Subject to CILEX's Code of Conduct and Acceptable Use Procedure).
 - **Geolocation:** allows Users to be located via their device, in order to know who is near them. However, this only provides the nearest city location and not the user's specific home address location.
 - **Mentoring:** allows Users to declare themselves mentors in specific domains, so that they can be contacted by users wishing to be mentored.
- Communicate with others by sharing content, such as status, photos, videos, sending private messages, as well as creating events or groups.

- o **Directory:** provide with the contact details of other Users. (You may opt out of the Directory, however your profile will still be traceable from your username attached to any online posts that you make in the Forum.
- o **Private Messages:** allow Users to discuss by private messages.
- o **Groups:** Users can be part of groups with all the features of the application.
- o **Event Organisation:** allows Users to create events.
- Ensure the safety and integrity of the Community Website with a **reporting tool** allowing the Users to signal contents and other Users.
- Share job offers or apply to job offers published in the Community Website;
- Stay up-to-date with news about CILEX and activities in the Community Website:
 - o **Email Campaign:** The User can receive email campaigns from CILEX.
 - o **Notification:** Users that have agreed can receive notifications sent by CILEX.
 - o **Media Centre:** Users can upload files that are stored on the Community Website.

These Terms of Service govern the use of each component of the Service.

5. Access to the Service

Access to the Service shall be subject to the creation of a User Account.

The Service is available on the Website: <https://cilexcommunity.org.uk/> or the Mobile App, known as "CILEX Community" that can be downloaded through the Apple App Store and Google Play Store.

5.1. Requirements for the Access to the Service

The User must ensure that they have (the "User's System"):

- The ability and means required to access the Services and to use it;
- The appropriate hardware (computer, smartphone, etc.), operating software, anti-virus software and shall carry out the responsibility of the maintenance and the security;
- An Internet access from any access provider of the User's choice;
- An adapted configuration of the browser.

Users shall bear all the costs for accessing the Service.

5.2. Creation of the User Account

This shall require the entering of personal identification data through the online registration form that is accessible at the following address: <https://cilexcommunity.org.uk/>

The Users have had the following data imported to the CILEX Community from CILEX's CRM database:

First Name, Surname, Allocated User ID, Member Grade and Email Address and they are invited to choose the account Identifiers

The User agrees to provide only accurate and complete information, when creating or updating their Account information.

5.3. Access Modalities

In order to benefit from the Services, the User must log-in and insert the Identifiers the User used to create the User Account. Identifiers are personal and confidential. Users are responsible for keeping it secret and to not disclose it to any third-party in any form and for any reason whatsoever.

The User's login can only be changed at the request of the User or at the initiative of CILEX. The User's password is modifiable by the User through the User's Account. The User is solely and entirely responsible for the use of the User's Identifiers and undertakes to do everything possible to keep it secret and not to disclose them to anyone, in any form whatsoever and for any reason whatsoever. If the User forgets their password, the User can generate a new one by clicking on the link "Reset my password" available on the Login page: <https://cilexcommunity.org.uk/login>

The User is solely responsible for the activity that occurs on its User Account and will be responsible to keep its Identifiers secure and for the use of his Identifiers by third-parties or for any actions or declarations made through his User Account, whether fraudulent or not and guarantees CILEX against any request in this respect.

If the User has reason to believe that a person is fraudulently using identification elements or his User Account, they must immediately inform CILEX by email at the following address: privacyofficer@cilex.org.uk

The User is solely responsible for the improper access, damage, disruption, loss or theft and adverse consequences caused by its breach of the confidentiality of the Identifiers. In the case of loss, misappropriation or unauthorised use of its password, the User shall immediately notify CILEX.

Users may not use another's account without permission. A User Account may not be shared, transferred or sold to other parties, nor are they to be used by or made available to any person or entity, except the registered user.

6. Cost of the Service

The Service is available for free of charge (excluding any connection costs, whose price depends on your electronic communication service and broadband providers).

Other Costs will include:

- Memberships
- Events

7. Intellectual Property

7.1. Company's Ownership

The Service and the Service Content belong and shall remain the property of CILEX or its licensors, as appropriate and it is protected by copyright, patent and when applicable, trade secret and other intellectual property laws.

The User shall not acquire any of such rights title and interest (including, without limitation, all intellectual property rights, such as copies, modifications, extensions and derivative works

thereof) save as, otherwise expressly set out in this Article 7.2 and the User shall take all necessary measures to this effect. All rights not expressly granted to Users are reserved and retained.

Any reproduction, representation, distribution, modification, adaptation or translation of these various Service Content, in whole or in part, in any form and current or future medium is strictly prohibited, except within the limit of the Terms of Service or with prior express authorisation of CILEX. Any use of these Service Content not expressly authorised by CILEX shall constitute a violation of the Terms of Use and a violation of intellectual property rights.

Except as specifically permitted by these Terms of Use, the User may not use or register any name, logo, brand or insignia of CILEX or any of its subsidiaries for any purpose, except with CILEX's prior written approval and in accordance with any restrictions required by CILEX. These are the property of CILEX or are subject to the rights to use, duplicate or represent/communicate to the public that have been granted to such.

CILEX is the producer of databases on the CILEX Community Website and CILEX is the owner of any databases made available. The User shall not extract or reuse a substantial qualitative or quantitative portion of the databases, including for private purposes.

Intellectual Property, Copyright and Acceptable Use

All content included on the Website is the property of CILEX (Chartered Institute of Legal Executives), our affiliates or other relevant third-parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website. By continuing to use this Website you acknowledge that such Content is protected by copyright, trademarks, database rights and all other intellectual property rights, which in all material and content supplied, as part of the Website shall remain at all times invested in us or our licensors. Nothing on this site shall be construed as granting, by implication, estoppel or otherwise, any licence or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

CILEX alone shall own all right, title and interest, including all related intellectual property rights, in and to our technology, the content and the service. The CILEX name, the CILEX logo and the product names associated with CILEX are trademarks of CILEX or their third-parties and the rights granted to use them are with express permission of CILEX. The copying, redistribution, use or publication by you of any such matters or any part of the CILEX Community website is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed on the CILEX Community website. Any posting of information or materials on the CILEX Community website does not constitute a waiver of any right in such information and materials. The content on the website is the copyrighted work of the CILEX or their third-parties.

You may for your own personal and non-commercial use only, do the following:

1. Retrieve, Display and View the Content on a standalone personal computer, laptop or mobile device screen.
2. In the normal course of browsing through the website CILEX agree to your printing or downloading (1 copy of content) to a standalone personal computer (including laptops and mobile devices), extracts for personal use provided both CILEX is the acknowledged source, including the reference "<https://cilexcommunity.org.uk/>" and that CILEX may revoke this permission at any time. Any unauthorised use of the material is prohibited.

3. Information contained in the members area is for members' use only and it should not be copied or distributed to any third-parties.

Any other use of the material content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third-party to) copy, reproduce, transmit, publish, display, display distribute, commercially exploit or create derivative works, such as material and content.

All copyright and other proprietary notices appearing on such materials must be preserved without alteration or modification. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of the CILEX.

This Website is maintained and presented by CILEX from within the United Kingdom and makes no representation that materials on the website are appropriate or available for use anywhere outside the United Kingdom.

You must not use our website in any way that causes or may cause damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not:

- Republish material from this website (including republication on another website).
- Sell, rent or sub-license material from the website.
- Reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose.
- Edit or otherwise modify material on our website.
- Redistribute material from this website, except for content specifically and expressly made available for redistribution.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material, which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including and without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent. The following activities are also prohibited without CILEX's prior written permission: the use of any robot, spider, other automatic device or manual process to monitor or copy the website or any content on any other server, website, public electronic retrieval system or service. The unauthorised access or use of CILEX's services, including any attempt to probe, scan or test the vulnerability of a system or breach security or authentication measures without the express authorisation of CILEX is prohibited. Users should not decompile, disassemble, decrypt, extract, reverse engineer or otherwise attempt to derive the source code of the "software" tools (including the tools, methods, processes and infrastructure) underlying the Services or any other software on the CILEX Community website.

You must not extract any information from the CILEX Community Website, either directly or indirectly via an AI Platform /Tool, which relates to the Terms of Use restrictions, as described in this Terms of Service and Use Policy.

You must not use our website for any purposes related to marketing without our express written consent.

Prohibited Use

You may not use the Website for any of the following purposes:

1. In any way, which causes or may cause damage to the Website or interferes with any other person's use or enjoyment of the Website;
2. In any way, which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation or governmental order;
3. Making, transmitting or storing electronic copies of Content protected by copyright without the permission of the Website owner.

CILEX's Copyright Statement:

© CILEX Group 2018. All rights reserved. Material may not be altered or reproduced without the written consent of the CILEX Group.

Use of the CILEX name, logo or crest is strictly prohibited without the written consent of the CILEX Group.

CILEX's Intellectual Property Statement:

We are the owner or the licensee of all intellectual property rights in all products provided to you and in the material published on our website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

7.2. User's Right of Use

CILEX grants the User a limited, non-exclusive, non-transferable and revocable license to use the Service for User's personal and non-commercial purposes. The User may only use the CILEX Community Website on devices that the User owns or controls and as permitted by the App Store Terms of Service. The User may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, the User may not modify, transmit, produce, distribute, display, sell, license, broadcast or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of CILEX.

In connection with the use of the Services and Service Content or User's Content, the User is not authorised to or cannot allow a third-party to:

- violate any applicable laws, rules or regulations, notably cause damage or injury to any person or property, infringes any rights of third-parties, including, but not limited to, any intellectual property rights and privacy rights or perform any other illegal, harmful or fraudulent activities;
- probe, scan, or test the vulnerability of any system or network;
- remove, circumvent, disable, damage or otherwise interfere with any security measures of any network, computer or communications system, software application or network or computing device;
- attempts to connect without permission and/or damage, in any way whatsoever, any users, hosts or networks;
- disturb, hamper, interfere or interrupt the access to or operation of the Service and Service Content, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

8. User's Undertakings

The User represents and warrants that they retain ownership of all of their intellectual property rights in the User Content or that this User Content is subject to a license granted to the User by a

third-party holding these rights, under conditions allowing the User to freely use and/or transfer these elements for the purpose of using the Service, under the conditions described in the Terms and Conditions. CILEX does not claim ownership of the User Content.

The User holds CILEX harmless from all claims or actions brought by third-parties on the grounds of an infringement of their rights, including, without limitation, publicity rights, copyrights, trademark and/or other intellectual property rights or privacy rights in the User Content.

By using the Service, the User represents and warrants that they have the legal right and capacity to enter into these Terms of Use in the User's jurisdiction.

User warrants to be at least 16 years of age or older or an emancipated minor or possess legal parental or guardian consent and is fully competent to use the Service and to enter into and comply with these Terms of Use. If the User is under the age of 16 years, the User must obtain verifiable consent from a parent or legal guardian. The parent or legal guardian shall be able to provide consent to their child's use of the Service and agree to be bound by these Terms of Use, in respect to their child's use of the Service.

Persons aged 16 years old or less are not authorised to access the Service.

9. 2. User's Rules of Conduct

Generally, the User is committed to use the Services, in accordance with the CILEX Code of Conduct made available to the User on this link:

https://www.cilex.org.uk/about_cilex/the_code_of_conduct/

The User may not post content which includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, misleading, libelous, slanderous, violent, hateful and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third-party, including copyright, trademark, privacy, publicity or other personal or proprietary right or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker ("Objectionable Content") via the Service.

User may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and must not post private or confidential information via the Service, including, without limitation, the User or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses. All Users must adhere to the UK's Equality Act 2010.

User must not create accounts with the Service through unauthorised means, including, but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

User must not attempt to restrict another User from using or enjoying the Service and they must not encourage or facilitate violations of these Terms of Service.

The User may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities, include, but are not limited to,: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval or sponsorship by CILEX (or any individual officer or employee of CILEX; (3) use that can be confused with official communications of CILEX or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.

10. Reporting and moderation

In order to ensure the Community Website provides the best experience possible for everyone, if a User sees any inappropriate content, they must use the "Report as offensive" feature found under each post.

CILEX has no general obligation to monitor User Content nor to investigate, whether facts or circumstances are revealing illicit activities. CILEX has set up a reporting tool allowing any User to notify illegal, abusive and harmful content.

The knowledge of such content is deemed effective, when the hosting provider is notified of following:

- The notification date;
- The notifying User identity;
- The description of the facts in contention (possibly with screen shots of the content);
- As well as the reasons for which the content must be removed.

If a User's Content is reported, CILEX reserves the right to withdraw the reported content and/or suspend or terminate the User Account of the User having originally published the reported content in the conditions set forth in Article 11.2.

11. Termination, Suspension or Revocation of Access

11.1. Deletion of the User Account by the User

At any time, the User may delete its User Account by contacting CILEX at the email address: privacyofficer@cilex.org.uk.

Deletion is effective immediately and all the data collected upon the subscription, as well as the content published by the User on the CILEX Community Website is deleted.

11.2. Suspension or Termination of the User Account by CILEX, in case of a breach of the Terms of Use

CILEX retains the right to suspend the User's access to the Service to make all investigations necessary following a report made pursuant to Article 10 or in the case of presumed breach of the Terms of Use, which may be remediated. The User, whose User Account is suspended will be informed by CILEX of such a decision by email. The User has the possibility to send an email to CILEX to obtain additional information on the reasons for the suspension, as well as to provide explanations and/or any element, in order to demonstrate that the breach has been remediated. If the violation of Terms of Use is not remedied within 1 month from suspension notification, CILEX reserves the right to terminate the applicable User's Account and right to use the Service, in addition to any other rights or remedies available.

11.3. Deletion of inactive User Account

CILEX will delete inactive accounts, after a continuous period of 2 Years that the User has not used the CILEX Community Website.

12. Privacy; Confidentiality

By using the Service, User's Personal Data, in the meaning of UK Data Protection Legislation may

be collected and processed by CILEX, in compliance with the CILEX Community Website Privacy Policy and the Cookies Policy, (collectively, "Privacy Policies").

CILEX will treat User Content as confidential information, in accordance with these Terms of Use and the Privacy Policies.

13. Availability of the Website, Force Majeure and Disclaimers

Any online facilities, tools, services or information that CILEX makes available through The CILEX Community Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. CILEX is under no obligation to update information on the Website.

Whilst CILEX uses reasonable endeavours to ensure that the Website is secure and free from errors, viruses and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers or other IT/Mobile devices. CILEX is not responsible for any delays, delivery failures or other problems resulting from such problems.

CILEX accepts no liability for any disruption or non-availability of the Website. Operation of our services may be interfered with by numerous factors outside our control and we shall not be liable to you for any delay, limitations, failure or other problems in the use of the internet, in its performance or electronic communications under this Agreement resulting directly or indirectly from causes beyond CILEX's control.

CILEX reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited, to any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website, unless it is expressly stated otherwise.

Information on any planned downtime by the Hivebrite Platform supporting The CILEX Community Website can be found on this link: <https://status.hivebrite.com/>

14. Exclusion of Third-Party Rights

These terms of use are for the benefit of you and CILEX and they are not intended to benefit any third-party or to be enforceable by any third-party. The exercise of our and your rights, in relation to these terms of use is not subject to any consent to any Third-Party.

15. Breaches of these Terms of Use

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, we may take such action, as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

16. General

You may not transfer any of your rights under these terms and conditions to another person. We may transfer our rights under these terms and conditions, where we reasonably believe your rights will not be affected. We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these

terms of use.

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place, in relation to the terms and conditions.

The Contracts (Rights of Third-Parties) Act 1999 shall not apply to these terms and conditions and no third-party will have any right to enforce or rely on any provision of these terms and conditions.

If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision will to the extent required be deemed to be deleted and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that or any other right or remedy.

This Agreement shall be governed by and interpreted, according to the law of England and Wales, UK Law and/or any European Law that is applicable to UK legislation and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales. The website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the use of the Website.

17. Assignment

This Agreement may not be assigned by you without the prior written approval of CILEX, but it may be assigned without your consent by CILEX to (a) a parent or subsidiary, (b) an acquirer of assets, or (c) a successor by merger. Any purported assignment in violation of this section shall be void.

18. Limitation of Warranty and Liability; Indemnification

CILEX is not responsible for the User's device compatibility nor if the User is unable to connect due to any technical problem related to the Internet network or a failure in the User's computer facilities and equipment.

CILEX shall not be responsible for the User's System, nor any problems arising from or related to User's System or caused by the Internet. The user is responsible for the security of the User System and the security of its access to and connection with the Services.

Insofar as it has not been reported in the conditions of Article 10, any document, information, data or elements available via the Service, including User Content ("Information") is provided without any guarantees, notably that the Information is comprehensive or accurate.

The User is solely responsible for the use of the Information and bears all the risks arising from your reliance on this Information. The Information is provided on the condition that the User can determine its interest for a specific purpose before use. Under no circumstances, does CILEX

accept liability for injury arising from reliance on the said Information, its use or use of a product to which it refers.

The User is solely responsible for all User Content posted and assumes all risks relating to its use by others and others' reliance on its accuracy. The User acknowledges that, following the publication of the any content, its information will become accessible to all the Users on the Community Website and that as such, same information will be published, modified, translated, reproduced in any form and accessible, saved and reproduced by other Users and CILEX. CILEX will have no responsibility or liability in connection with the User Content.

CILEX expressly excludes any liability for events of any kind that may occur during any meeting organised between Users within the use of the Services.

Limitation of Liability

Under no circumstances and regardless of legal theory, whether in tort, contract or otherwise will CILEX (Chartered Institute of Legal Executives) be liable to you or to any other person for any indirect, special, incidental or consequential damages, however caused and regardless of character, including without limitation, any damages relating to lost data, computer failure or malfunctioning or otherwise. The foregoing shall not limit the CILEX's liability, in respect of death or personal injury caused by its negligence, but it shall otherwise be enforceable to the maximum extent permitted by applicable law.

You agree to this allocation of risk, in relation to your use of the website. CILEX expressly disclaims all liability for any direct, indirect or consequential loss, damage or injury occasioned from the use or inability to use this website, whether directly or indirectly resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and CILEX had been advised of the possibility of the same. Consequential and indirect loss and damage shall include, but not be limited to loss of profits, loss of goodwill and wasted expenditure.

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

The Copyright, Trademark and other Intellectual Property Rights in and to the website and its contents are owned by CILEX or its licensors and it may not be used or reproduced, except in the manner set out in this notice. All rights not expressly licensed hereunder are reserved by CILEX.

We will not be liable to you, in respect of any losses arising out of events beyond our reasonable control.

To the maximum extent permitted by law, CILEX accepts no liability for any of the following:

1. Any businesses losses, such as of loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
2. Any loss or corruption of any data, database or software;
3. Any special, indirect or consequential loss or damage.

Indemnity

You hereby agree fully to indemnify and defend CILEX (Chartered Institute of Legal Executives) and undertake to keep CILEX indemnified against any losses, claims, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third-party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by CILEX arising out of any breach by you of any provision of these terms of use or arising out of any claim that you have breached any provision of these terms of use.

19. Hypertext Links/Third-Party Sources

The Community Website may provide links to websites operated by third-parties or other internet sources/networks, as well as data/information coming from third-party servers. CILEX does not endorse or accept responsibility for the content or the use of third-party websites and it cannot be held liable for any damage following or in relation with use or the fact of having trusted the content/data/results available on such third-party servers, external sources or internet sites.

If a User uses third-party sites or content from third-party servers, the User does so solely at User's own risk. Links do not imply that the Company is affiliated or associated with any linked site.

Links to Other Websites

This Website may contain links to other websites and third-party content. Unless expressly stated, these sites are not under the control of the CILEX or that of our affiliates.

We assume no responsibility for the content of such Websites and disclaim Liability for any and all forms of loss or damage arising out of the use of them. Any such activity and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. CILEX shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party.

The inclusion of a link to another website on this Website does not imply any endorsement of the websites or of those in control of them and in no event shall CILEX or its licensors be responsible for any content, products or other materials on or available from such websites. We provide membership services to you pursuant to the terms and conditions of this Agreement, the terms of your Membership Contract (Application for Membership), acceptance of our Privacy Policy and adherence to the Code of Conduct and Complaints Procedure.

Social Media

By communicating with the brand CILEX across Hivebrite (The CILEX Community Website), Instagram, Twitter, LinkedIn or Facebook (or any other social media channels), you agree to the following:

1. You hereby grant us the right to use any image(s), content and/or your handles, in which you have tagged or mentioned CILEX, on our website and/or any CILEX social media platforms, including, but not limited to, Hivebrite (The CILEX Community Website), Twitter, LinkedIn, Instagram and Facebook.
2. CILEX reserves the right to use, modify, combine or reproduce with other material your content with no obligation and it is royalty free.

3. You warrant that you own your posted content and that it does not violate or infringe on the rights of any third-party and you have permission to use or appear in the content.
4. You are 18 years of age and over. (You are 16 years of age and over for the use of the CILEX Community Website).

These terms and conditions serve all activity, in relation to CILEX, unless otherwise stated.

20. Contact

For any questions regarding the Terms of Use, especially use of the Service or any claim, please email us at: privacyofficer@cilex.org.uk

The User can use these contact details for any technical support request.

21. Miscellaneous

Governing Law and Jurisdiction. These Terms of Use will be governed by the laws of the United Kingdom (UK) without regard to its conflicts of laws principles.

The User is informed, as a consumer of the possibility to use a conventional mediation procedure or any other alternative dispute resolution method. In particular, the User may refer the matter to the Consumer Ombudsman.

The UK's Consumer Ombudsman are:

England and Wales

Contact: <https://www.citizensadvice.org.uk/>

Citizens Advice

Telephone: 0808 223 1133

Welsh language: 0808 223 1144

Monday to Friday, 9am to 5pm

Scotland

Contact: <https://advice.scot/>

Advice Direct Scotland

Telephone: 0808 164 6000

Monday to Friday, 9am to 5pm

Northern Ireland

Contact: <https://www.nidirect.gov.uk/contacts/consumerline>

Consumerline

Telephone: 0300 123 6262

Monday to Thursday, 9am to 5pm

Friday, 9am to 4pm

The User can submit a dispute to the Online Dispute Resolution platform proposed by the European Commission, which may be accessed at the following address:

<http://ec.europa.eu/consumers/odr/>

Change of Terms of Use. These Terms of Use are subject to change from time to time. Any changes will be posted to this page. Use of this Service or any Service Content, after entering into force the new version of the Terms of Use will constitute the agreement to the modified Terms of Use. If the User disagrees with such modification of the Terms of Use, the User may terminate the Service and delete its User Account under the conditions set forth in Article 11.

Change of the Service. CILEX may further develop or modify the Service or the Service Content only to improve its quality. The User will be informed of such development/modification, as soon as it is implemented.

Severability; Entire Agreement. Except in the case of invalidity of an essential clause, if any provision of these Terms of Use is held to be invalid or unenforceable, that provision to the extent unenforceable shall be struck and shall not affect the validity or enforceability of the remaining provisions. These Terms of Use, including the Privacy Policies, set forth the entire understanding and agreement between the User and CILEX with respect to the subject matter hereof.

Convention of Proof. Electronic documents exchanged by electronic means between the User and CILEX shall be regarded, as writings having the same probative force, as writings on paper in the meaning of applicable law. They may constitute faithful and durable copies, in accordance with applicable law, so that the User is invited to keep them.

Force Majeure. In no case may CILEX be held liable for any breach of its contractual obligations resulting from a force majeure event, as defined in applicable law and related jurisprudence.