

## **Terms & Conditions: ConnOptix website and AP2 service**

This page states the terms and conditions (the "Terms and Conditions") under which you, as Client or User, may use the ConnOptix.com website("the website"), the AP2 Balanced Business Personality service("AP2", or "AP2 service" or "the Balanced Business Personality monitor") and any other associated online service of ConnOptix Ltd. If you do not accept the Terms and Conditions in their entirety as stated here, do not activate your account and do not use this Web Site or service. By using this Web Site, you are indicating your acceptance to be bound by the terms of these Terms and Conditions. ConnOptix Ltd("ConnOptix") may revise these Terms and Conditions at any time by updating this posting. The terms "You" and "User", as used herein, refer to all individuals and/or entities accessing the website or AP2 service for any reason. The term "Client" refers to a business entity which has agreed on behalf of its Directors and employees to make use of the website and AP2 service.

### **Website and AP2 content**

The contents of the Website and the AP2 service and of all other websites under the control of ConnOptix, whether partial or otherwise, including but not limited to text, graphics, images, logos, button icons, software, algorithms and other Web Site content (collectively, "the website content"), are protected by United Kingdom and international copyright, trademark and other laws. All Web Site Content is the property of ConnOptix or its 3<sup>rd</sup> party associates and content suppliers. The compilation (meaning the collection, arrangement and assembly) of all content on this Website is the exclusive property of ConnOptix and is protected by copyright law. Unauthorised use of the Website Content may violate copyright, trademark and other laws.

You must ensure the inclusion of all relevant ConnOptix copyright, trademark, service-mark and other proprietary notices contained in the original Website Content on any copy you make of the Website Content or the output graphics and text from the AP2 service. You may not sell or modify the Website Content or reproduce, display, publicly perform, distribute or otherwise use the Website Content in any way for any public or commercial purpose without the express permission of ConnOptix. The use of the Website Content on any other web site or in a networked computer environment for any purpose is prohibited. You shall not copy or adapt or attempt to copy or adapt the HTML, php, OFC or mySQL code that ConnOptix creates to generate any Website Content or the pages making up any Website Content as such code is also protected by ConnOptix's copyright.

### **Site Use**

Users may not use the Website in order to display, transmit, distribute, store or destroy material including, without limitation, Website Content, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others or (c) that is, or may in our judgment be, defamatory, offensive, vulgar, obscene, harassing, threatening, abusive or hateful, racist, sexist, discriminatory, of a menacing character or cause annoyance, inconvenience, embarrassment or anxiety to any person.

Users are prohibited from violating or attempting to violate the security of the website or AP2 service including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorised to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation, (c) attempting to interfere with service to any user, host or network including, without limitation, via means of sql injection, submitting a virus to the website or AP2 service, overloading, "flooding", "spamming", "mailbombing" or "crashing" the service. Violations of system or network security may result in civil or criminal liability. ConnOptix will investigate occurrences which may involve such violations and may involve, and co-operate with, police and other law enforcement authorities in prosecuting users who are involved in such violations.

The AP2 service is not open to the general public, and may only be used lawfully by those Clients and Users invited by ConnOptix to participate in AP2, having been advised of a valid AP2 project code as part of the invitation process. ConnOptix specifically prohibits the following:

- Copying or downloading Website content for future public or private use without complying with copyright, trademark and other intellectual property laws.
- Attempting to access AP2 without a valid project code.
- Using the website or AP2 service for any other purpose than that which the owners intended.
- Deleting or revising or attempting such on the submissions of any other users.
- Using any device, software, routine or technique to interfere or attempt to interfere with the proper working of any ConnOptix website or any activity being conducted on the Website or within the AP2 service.
- Disclosing to or sharing your AP2 password with any third parties or using your password for any unauthorised purpose.
- Attempting to decipher, decompile, disassemble or reverse engineer any of the software or algorithms comprising or in any way making up a part of the website or the AP2 service.

### **User Information**

When you register for the Website, you will be asked to provide ConnOptix with certain information including, without limitation, a valid email address used to activate your account (your "Information"). You understand and agree that ConnOptix may disclose to interested parties, on an anonymous basis, certain aggregate information contained in your AP2 registration and submission such that a pattern of survey responses can be developed. ConnOptix will not disclose to any other party, your name, address, e-mail address or other contact details without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant.

### **User Submissions**

As a User of the Website and the AP2 service, you are responsible for any and all submissions which you submit. Notwithstanding the anonymity provisions as set out above in regard to the anonymous management of User contact information, ConnOptix may submit any and all submissions to the Client management of the AP2 project as part of a Balanced Business Personality report. It is the responsibility of the User to ensure where it is necessary that any text-based submission made by the User is sufficiently de-personalised that it maintains the required level of User anonymity. ConnOptix cannot, in any way, be held liable for a breach of User anonymity brought about by the dissemination of any part of a User submission which, either on purpose or inadvertently, aids the identification of the User. You must not, and you agree not to, do the following things:

submit material that is copyrighted unless you are the copyright owner or have the permission of the copyright owner to submit it; submit material that reveals trade secrets unless you own them or have the permission of the owner; submit material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; submit material that is obscene, offensive, vulgar, defamatory, threatening, harassing, abusive, hateful, racist, sexist, discriminatory, of a menacing character or embarrassing, or which may cause annoyance, anxiety or inconvenience to another User or any other person or entity; submit a sexually-explicit image or statement; submit advertisements or solicitations of business; submit chain letters or pyramid schemes; impersonate another person; or submit material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

ConnOptix reserves the right to de-activate a User's account and prevent their further access to the Website and AP2 service for violating the Terms and Conditions or the law, or for wilfully skewing or attempting to skew the survey results, and also reserves the right to remove submissions which are abusive, illegal or disruptive to the survey. ConnOptix may take any action with respect to user-submitted information that it deems necessary or appropriate in its sole discretion.

Notwithstanding the anonymity provisions above, by submitting content to any public or non-public area of the Website or AP2 service, you grant ConnOptix the loyalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers), non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the aggregate content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed for the full term of any rights that may exist in such content, provided ConnOptix takes commercially reasonable steps to protect the anonymity of the User.

We welcome feedback and suggestions from Users of our services. If you send us creative suggestions, ideas, drawings, concepts, inventions or other information (collectively a "Creative Submission"), the Creative Submission shall be the property of ConnOptix. None of the Creative Submission shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Creative Submission. ConnOptix shall own exclusively all now known or later discovered rights to the Creative Submission and shall be entitled to unrestricted use thereof for any purpose whatsoever, commercial or otherwise, without compensation to the User or any other person involved in developing or submitting the Creative Submission.

### **Registration and Password**

You are responsible for maintaining the confidentiality of your access information, submission and password. You shall be responsible for all uses of your registration whether or not authorised by you. You agree to immediately notify ConnOptix if an account activation email has been intercepted, or has not been received by you, and of any unauthorised use of your registration or password.

### **ConnOptix limit of liability**

The AP2 service is made available to the Client management of a commercial business on the understanding that it is not, and can never be, guaranteed to be error-free. ConnOptix is deemed to be not liable for the effect of decisions made based upon the analysis of User submissions. Client organisations provide their Users with access to AP2 on this basis. AP2 provides an environment in which information can be extracted and analysed and reported upon to the potential benefit of the Client organisation which employs the Users. ConnOptix is under no legal obligation to control the information provided by Users via their submissions, which is made available through the Website and the AP2 service.

CONNOPTIX DOES NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF ANY CONNOPTIX SITE OR THE WEBSITE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, CONNOPTIX IS NOT RESPONSIBLE FOR THOSE COSTS.

THE CONNOPTIX SITES AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. CONNOPTIX, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO OUR SERVICES OR ANY CONNOPTIX SITE OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS THEREOF. CONNOPTIX MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, WEBSITE, WEBSITE CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS AND LINKS.

### **Consequential Damages**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CONNOPTIX, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED ON ANY CONNOPTIX SITE OR SERVICE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF BUSINESS, DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, DAMAGES RESULTING FROM ONGOING ACTIVITIES WHICH MAY OR MAY NOT BE UNDERPINNED BY THE OUTPUT FROM A CONNOPTIX ANALYSIS) RESULTING FROM THE USE OR INABILITY TO USE ANY

CONNOPTIX SITE, WEBSITE CONTENT OR ANALYSIS WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CONNOPTIX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Unauthorised Commercial Use**

You agree not to resell or assign your rights or obligations under these Terms and Conditions. You also agree not to make any unauthorised commercial use of any ConnOptix site or service, and agree that you will only make an authorised submission to the AP2 service using the unique project code which has been assigned to your Client organisation.

### **Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW, THE COMPANY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY CONNOPTIX SITE OR YOUR USE OF THE WEBSITE CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED £1 GBP.

### **Termination**

ConnOptix reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the project code, removal of User submissions and activation and access rights and the deletion of consultancy reports, upon any breach by a Client or User of these Terms and Conditions or if ConnOptix is unable to verify or authenticate any information submitted by a User to the Website registration.

#### **Indemnity**

You agree to defend, indemnify and hold harmless ConnOptix, its officers, directors, employees and agents from and against any claims, actions or demands including, without limitation, all legal and accounting fees, alleging or resulting from (i) any material the client or the User provides to ConnOptix, (ii) any Website Content that you use or (iii) your breach of the terms of these Terms and Conditions. ConnOptix shall provide notice to you promptly of any such claim, suit or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

### **General**

These Terms and Conditions are governed by the law of England and Wales. Jurisdiction for any claims arising under this agreement shall lie exclusively with the English Courts. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of the Website, a particular "Legal Notice" or Software License or material on particular Web pages, these Terms and Conditions constitute the entire agreement between you and ConnOptix with respect to the use of the Website. No changes to these Terms and Conditions shall be made except by a revised posting on this page.

**April 2009**