

SOCIETY FOR FUNCTIONAL NANOMATERIALS

WEBSITE TERMS OF USE

These are the terms and conditions which you agree will govern your use of the Society for Functional NanoMaterials website found at www.societyfnm.org (hereinafter referred to as “the Website”). The Society for Functional NanoMaterials and the Website are owned and operated by the University of Central Lancashire (“**UCLan**”). Our correspondence address is the Society for Functional NanoMaterials, Faculty of Clinical and Biomedical Sciences, University of Central Lancashire, Preston Lancashire, PR1 2HE.

Your use of the Website is subject to compliance with these Terms of Use. If you do not agree to these Terms of Use, you must not use the Website.

1. TERMS OF WEBSITE USE

- 1.1 This page (together with the documents referred to in it) sets out the Terms of Use which govern your use of the Website, including but not limited to, accessing or browsing the Website or downloading from the Website.
- 1.2 Please read these Terms of Use carefully before you start to use the Website, as these will apply to your use of the Website. We recommend that you print a copy of these Terms of Use for future reference.
- 1.3 By using the Website, you confirm that you accept these Terms of Use (as amended from time to time) and that you agree to comply with them.
- 1.4 In these Terms of Use, we use the following defined words and phrases:

Intellectual Property Rights means all intellectual and industrial property rights, including without limitation, patents, rights in know-how, trademarks, registered designs, model unregistered design rights, unregistered trademarks and copyright (whether in drawings, plans specification, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world;

Member means a member of the Society for Functional NanoMaterials.

Members’ Area means the area of the Website only accessible to Members using login details provided as part of a Members membership of the Society.

Member Content	means any information or content provided by a Member for inclusion and/or dissemination on the Website.
Site Content	means all information provided on the Website.
Society	means the Society for Functional NanoMaterials, created, owned and operated by the University of Central Lancashire.
Terms of Use	means these terms of use.
Visitor	means any person using the Website who is not a Member.
User	means any person who uses the Website, as a Member or Visitor, and in these Terms of Use references to “you” or “your” shall mean the User.
‘we’ or ‘us’	means the University of Central Lancashire as owner and operator of the Society.

2. **OTHER APPLICABLE TERMS**

These Terms of Use refer to the following additional terms and policies, which also apply to your use of the Website:

[Copyright Policy](#)

[Data Protection Policy](#)

3. **CHANGES TO THESE TERMS**

- 3.1 We may revise these Terms of Use with immediate effect at any time by amending this page.
- 3.2 Please check this page from time to time to take notice of any changes we have made, as such changes will be effective immediately once uploaded onto the Website.

4. **CHANGES TO THE WEBSITE**

- 4.1 We may update the Website from time to time, and may change the content at any time.
- 4.2 Any of the content on the Website may be out of date at any given time, and we are under no obligation to update it.

5. **ACCESSING THE WEBSITE**

- 5.1 The Website is made available on an “as-is” basis.
- 5.2 We do not promise that the Website, or any content on it, will always be available or be uninterrupted or free from errors or omissions.

- 5.3 We may suspend, withdraw, discontinue or change the content of all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.
- 5.4 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.
- 5.5 You are responsible for deciding who to engage with as a result of your use of the Website and of what use, if any, to make of any information you access via the Website.
- 5.6 You must not act in a manner that is contrary to the purpose of the Website, current rules and laws in force from time to time or acceptable norms and standards.
- 5.7 You accept that the Website may be withdrawn at any time, without notice and we shall not be liable if the Website ceases to be available for any reason.
- 5.8 We reserve the right to irretrievably delete any Site Content, including but not limited to Member Content, at our sole discretion.
- 5.9 If you believe or find that the Website is not operating as you would reasonably expect please email us at info@societyFNM.org.

6. NO RELIANCE ON INFORMATION/VERIFICATION

- 6.1 The Website is provided as a facility to help professionals engage in and/or receive information about the Society. We do not guarantee the reliability of any Member or Visitor and therefore cannot accept any liability for any advice, information or other support received through or as a result of use of the Website.
- 6.2 We do not provide any form of advice through the Website, nor offer any endorsement of any information that is made available via the Website.
- 6.3 We do not promise that your use of the Website will be uninterrupted or error-free; or that any information obtained by you through your use of the Website will meet your requirements.
- 6.4 The Website includes information uploaded by Members which has not been verified by us. Member Content included on the Website does not necessarily represent the views of UCLan or the Society.

7. MEMBERS' AREA OF THE WEBSITE

- 7.1 To access the Members' Area of the Website you must be a Member. Details of how to become a Member are available on the Website.
- 7.2 Passwords and any other credentials used to identify a Member or to gain access to the Members' Area are confidential information and Members acknowledge and agree that under no circumstances are these to be passed on, or shared with or used by any third-party.
- 7.3 Members shall be responsible for the acts or omissions of any third parties who use their identification information or account in breach of clause 7.2, whether fraudulent or otherwise. For the avoidance of all doubt, we shall not be liable if your credentials to access and / or use the Website are used by a third-party.
- 7.4 You are required to advise us at the earliest opportunity if you suspect or find that there has been a breach of your credentials on the Website or these Terms of Use.

8. MEMBER USE AND MEMBER CONTENT

- 8.1 We do not verify the accuracy, truth or completeness of any Member Content. Consequently, you are advised not to assume that any Member Content is accurate, complete or reliable. In the event that you choose to rely on or use Member Content you acknowledge that this is done at your own risk and we shall not be liable for any losses resulting from this.
- 8.2 You are responsible for your decisions and actions taken, where these are based on or arise from your interpretation and/or use of Member Content, including information sources from any interactions that you have with others on or as a result of accessing the Website.
- 8.3 You are responsible and liable for all Member Content that you publish or provide to be published on the Website. Publishing or provision of inappropriate Member Content for publishing on the Website can be grounds for termination of Membership and / or suspension or termination of access to the Members' Area.
- 8.4 By submitting Member Content for inclusion on the Website you warrant (i.e. confirm) that you have the right to submit that content, either because you own the content or you are licensed to publish the content to the Website.
- 8.5 You agree not to upload, post or publish, or request us to upload, post or publish, any Member Content that:
- 8.5.1 infringes any copyright, trademarks or any other intellectual property belonging to a third party, or that you otherwise do not have a right or consent to publish;
 - 8.5.2 violates or infringes in any way upon the rights of others, including content which is inaccurate, false, hateful, threatening, abusive, offensive, harassing, unlawful, defamatory, libellous, tortious, slanderous, invasive of privacy or publicity rights, vulgar, obscene, profane, or is racially, ethnically or is otherwise objectionable; or
 - 8.5.3 consists of links or recommendations to visit other websites that contain content which is not compliant with these Terms of Use.
- 8.6 Any Member Content you supply must to the best of your knowledge be accurate and conform to reality.
- 8.7 Any Member Content included on the Website will be attributed to the Member providing the relevant Member Content. If you require your identity to be removed from your Member Content please contact us at info@societyFNM.org.
- 8.8 You grant us an irrevocable, worldwide, non-transferable, non-exclusive, royalty-free license to use, store, publish, and process any information and / or Member Content that you submit to us or to the Website without any further consent, notice and/or compensation to you or others by us.
- 8.9 You agree to notify us of any inappropriate Member Content or breach of these Terms of Use that you become aware of.
- 8.10 We reserve the right not to publish or to remove from the Website any Member Content for any reason whatsoever.

9. DATA PROTECTION

- 9.1 We will comply with the Data Protection Act 1998 and any applicable successor legislation where we process any personal data in relation to the Website. Further information about

how UCLan complies with data protection legislation can be found in UCLan's Data Protection Policy: [Data Protection Policy](#).

9.2 Personal data of Members will be used as set out in the privacy statement available at: [Privacy Notice](#).

9.3 We will disclose personal data where we are required to do so in order to comply with a legal obligation.

10. **TERMINATION OF ACCESS TO MEMBERS' AREA**

10.1 We reserve the right to terminate a Member's access to the Members' Area, at any time and without prior notice or warning, if:

10.1.1 the Member has failed to comply with any of these Terms of Use; or

10.1.2 we receive feedback about the Member which we consider (in our absolute discretion) has or could have a negative impact on the Website, the Society or UCLan.

10.2 A Member may at any time request the closure of his/her account for the Members' Area.

10.3 In the event of termination or closure of a Member's account for the Members' Area, any Member Content of the terminating Member will remain on the Website attributed to the terminating Member unless we receive notice to remove the terminating Member's identity in accordance with clause 8.7 above.

11. **INTELLECTUAL PROPERTY RIGHTS**

11.1 Subject to clause 11.3 below, you acknowledge that we and/or our licensors own all Intellectual Property Rights in relation to the Website and all Site Content.

11.2 Except where expressly stated, we do not grant you any rights to, or in, the Intellectual Property Rights or any other rights or licences in the Website or the Site Content.

11.3 Intellectual Property Rights in Member Content shall belong to the Member providing the relevant Member Content or its licensors (as appropriate) and is licensed to us as set out in clause 8.8 above.

12. **OUR LIABILITY TO YOU**

12.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud, or any other liability that cannot be excluded or limited by English law.

12.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

12.3 Subject to the remainder of this clause, our entire liability to you arising under or in connection with these Terms of Use and / or your use of the Website, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to £5,000 in the aggregate.

12.4 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

12.4.1 use of, or inability to use, the Website; or

- 12.4.2 use of, or reliance on, any Site Content, including but not limited to Member Content, displayed on the Website.
- 12.5 We shall not be liable for false, misleading or incomplete statements made by Members or otherwise included in Member Content.
- 12.6 We will not be responsible for any loss, destruction, alteration or disclosure of any Member Content caused by any third party.
- 12.7 We shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that use of the Website may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 12.8 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.
- 12.9 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

13. **INDEMNITIES FROM YOU**

- 13.1 You shall defend and indemnify UCLan from and against any losses, claims, liabilities, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:
- 13.1.1 any breach of these Terms of use by you;
- 13.1.2 the publishing of Member Content provided by you;
- 13.1.3 the use of your login details for the Members' Area by any party other than you; and / or
- 13.1.4 breach of any Intellectual Property Rights or applicable data protection and privacy laws by you arising out of or in connection with your use of the Website.

14. **CONTACT US**

- 14.1 To contact us, please email info@societyFNM.org.
- 14.2 Your feedback is important to us. We ask you to provide feedback on the Website to improve its quality.
- 14.3 Any legal notice must be made to Contracts Manager for the Faculty of Clinical and Biomedical Sciences, Office of the University Secretary and Legal Officer, University of Central Lancashire, PR1 2HE.

15. **GENERAL PROVISIONS**

- 15.1 These Terms of Use constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to use of the Website.
- 15.2 Neither you or us have been induced to enter into these Terms of Use by a statement or promise which the Terms of Use do not contain, save that this clause shall not exclude any liability which one party would otherwise have to the other in respect of any statements made fraudulently by that party.
- 15.3 No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 15.4 If any clause or part of these Terms of Use is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Terms of Use and shall be ineffective without, as far as is possible, modifying any other clause or part of these Terms of Use and this shall not affect any other provisions of these Terms of Use which shall remain in full force and effect.
- 15.5 The parties do not intend that any provisions of these Terms of Use shall be enforceable by any person not a party to them, save that these Terms of Use may be enforced by any company which is a member of the same group of companies as us.
- 15.6 We shall be entitled to carry out our obligations under these Terms of Use through any agents or sub-contractors appointed by us for that purpose.
- 15.7 These Terms of Use are personal to you and you may not (without our written consent) assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations under these Terms of Use.
- 15.8 The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms of Use and any disputes or claims shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with these Terms of Use or their subject matter or formation (including non-contractual disputes or claims).