

# VLE Terms of Use

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This page (together with the documents referred to on it) sets out the terms on which You may use UCEM's VLE at learn.ucem.ac.uk (the Site), whether as a guest or a registered User. Please read these terms of use carefully before You start to use the Site. By using the Site, You indicate that You accept these terms of use and that You agree to abide by them. If You do not agree to these terms of use, You may not use the Site.

## 1 Definitions and Interpretation

1.1 In these Terms of use, the following terms shall have the meanings assigned to them:

<b>'UCEM Materials'</b>	any materials, documents, assessment, comments or Content created or issued by UCEM and made available to Users through this Site;
<b>'Content'</b>	documents and materials, text, images, photos, audio, video, and all other forms of data, media or communication;
<b>'Site'</b>	The VLE and any other websites owned or operated by UCEM;
<b>'Student'</b>	a Student enrolled in a course or programme run or operated by UCEM;
<b>'Third Party Content'</b>	Content that is made available on the Site by parties other than UCEM or Users;
<b>'Third Party Site'</b>	Any internet web Site not controlled by UCEM;
<b>'User'</b>	anyone who accesses, browses, crawls, scrapes, or in any way uses the Site;
<b>'User Account' or 'Your Account'</b>	any account relating to the Site which is created for You and which may be used to access and use the Site;
<b>'User Content'</b>	Content that Users submit, post, or transmit to, or using, the Site;
<b>'You and Your'</b>	You as a User of the Site, whether registered or not;
<b>'Your Content'</b>	Content that You submit, post, or transmit to, or using, the Site, such as the business ratings, reviews, compliments, information that You display as part of any Account profile, invitations, or other commentary that You may submit, post, or transmit to, or using, the Site;
<b>'We', 'Us' and 'UCEM'</b>	University College of Estate Management, Horizons, 60 Queen's Road, Reading, RG1 4BS, United Kingdom;

## 2 Accessing the Site

2.1 UCEM cannot always guarantee access to the Site. Reasonable endeavours are used to avoid or minimise unplanned downtime and an uptime of 99.9% is targeted. UCEM will give

advance notice of at least 1 week of all planned downtime (for upgrade and maintenance of the Site) and We will endeavour to undertake these at times to ensure minimum disruption.

- 2.2 If You choose, or You are provided with, a User identification code, password or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any third party. We have the right to disable any User identification code or password, whether chosen by You or allocated by us, at any time, if in our opinion You have failed to comply with any of the provisions of these terms of use.
- 2.3 It is a condition of Your use of the Site that You comply with these Terms of Use. If You do not do so We may terminate or restrict Your access to the Site, and, depending on the nature of Your violation, We may take further action. You must read these Terms of Use for the full terms (in particular section 3), but in partial summary and without reducing the effect of those terms, Your use of the Site must respect the rights of others, including in particular the right not to be subject to harassment or hateful or discriminatory speech and not to be caused any alarm or distress, You must only use others' personal data in ways that are consistent with the UCEM data protection and privacy policies, You must not use the Site for any commercial purpose or to send advertising of any sort, and You must not interfere with the functionality of the Site.
- 2.4 You are responsible for making all arrangements necessary for You to have access to the Site.

### **3 Conditions of use**

- 3.1 The UCEM Site is made available for Your personal, non-commercial use only and You may only use it in accordance with these Terms of Use.
- 3.2 You agree to abide by all applicable local, national and international laws and regulations including rules regarding online conduct and acceptable Content, and the export of data from or import of data into the United Kingdom or Your country of residence.
- 3.3 You are solely responsible for Your conduct in connection with the Site and any Content that You submit, post, and display on the Site and You are also responsible for all acts or omissions that occur under Your Account made by You including the Content of Your transmissions through the Site. The Site and all Content on it or communications sent through it must be maintained as a professional and respectful environment that is accessible and welcoming to all Users and that is appropriate to an educational setting. You must treat the Site as an extension of the physical learning environment and as a guide conduct that would not be regarded as acceptable in public on campus will also not be acceptable using the Site. By way of examples, and not as a limitation, You must not:
  - 3.3.1 defame, abuse, harass, stalk, threaten or otherwise violate the rights or reasonable expectations of others;
  - 3.3.2 publish, distribute and / or disseminate any harmful, obscene, indecent, unlawful, libellous, profane, defamatory, infringing, inappropriate, hateful, or discriminatory or otherwise objectionable material, information or Content, which for the avoidance of

doubt shall include sending or providing links to such material or a description of where such material may be found.

- 3.3.3 use other Users' personal data for purposes other than establishing contact that is objectively reasonably expected to be welcomed by the Users;
  - 3.3.4 upload, post or disseminate Content or use the Site in any way that infringes any third party rights including intellectual property rights;
  - 3.3.5 transmit, email link to or post any material that contains in any form software viruses or such programs as including but not limited to, Trojan horses, worms, time bombs, cancel-bots, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - 3.3.6 disseminate any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other mass messaging;
  - 3.3.7 use the Site for promotional or commercial purposes;
  - 3.3.8 use the Site to distribute material, information or Content promoting terrorism or extremist behaviour or to draw others into terrorism or extremist behaviour, as part of UCEM's obligation under the Prevent Duty;
  - 3.3.9 modify, adapt, reverse engineer, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorised by UCEM;
  - 3.3.10 use any robot, spider, Site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Site or any Site Content;
  - 3.3.11 take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on the UCEM's technology infrastructure; or
  - 3.3.12 remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, the protects the rights of other Site Users, or features that enforce limitations on the use of the Site.
- 3.4 UCEM may, but shall have no obligation to, remove or limit Your access to Content and / or this Site if We determine in our sole discretion that Your use of the Site is unlawful, fraudulent, threatening, libellous, defamatory, obscene or otherwise objectionable, or infringes or violates any party's intellectual property or these Terms of Use.

#### **4 Reliance on information posted**

- 4.1 Content and UCEM Materials posted on the Site are for educational purposes connected with Your Programme only and are not advice on which reliance should be placed in any other context. In addition to the limitations contained in these Terms of Use, We disclaim all liability

and responsibility arising from any reliance placed on such materials by any User, or by anyone who may be informed of any of its contents, in any non-educational context.

## **5 Investigations**

- 5.1 UCEM is under no obligation to monitor the Site or any Content but may do so at any given time. We also reserve the right to investigate possible breaches of these Terms of Use, block Users from the Site, and refer matters to outside authorities for further investigation. Depending on the nature such referral may or may not be on notice to the User(s) affected.

## **6 Intellectual property rights and copyright**

- 6.1 We are the owner or the licensee of all intellectual property rights in the Site and UCEM Materials. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 Except as expressly and unambiguously provided herein, UCEM does not grant You any express or implied rights, and all rights in and to the Site and the UCEM Content are retained by UCEM.
- 6.3 Subject to this clauses 6.4 and 6.5, You may not post, modify, distribute, or reproduce in any way any UCEM Materials or copyright material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of UCEM or (where applicable), the owner of such proprietary rights.
- 6.4 You may print off one copy and may download extracts of any page(s) from the Site for Your personal use and reference only in connection with Your Programme.
- 6.5 Our status (and that of any identified contributors) as the authors of UCEM Materials must always be acknowledged.
- 6.6 If You print off, copy or download any part of the Site in breach of these Terms of Use, Your right to use the Site will cease immediately and You must, at our option, return or destroy any copies of the UCEM Materials that You have made.

## **7 Uploading material to the Site**

- 7.1 Whenever You make use of a feature that allows You to upload Content to the Site, or to make contact with other Users of the Site, You warrant that any such contribution complies with these Terms of Use and You indemnify us for any breach of that warranty.
- 7.2 Any material You upload to the Site will be considered non-confidential and non-proprietary, and We have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose Your identity to any third party who is claiming that any material posted or uploaded by You to the Site constitutes a violation of

their intellectual property rights, or of their right to privacy, except where such a claim is manifestly ill founded on its face.

- 7.3 We will not be responsible to You, or liable to any third party, for the Content or accuracy of any materials posted by You or any other User of the Site.
- 7.4 We have the right to remove Your Content if, in our opinion, it does not comply with these Terms of Use.
- 7.5 You represent and warrant that:
  - 7.5.1 You own the Content posted by You on or through the Site or otherwise have the right to grant the license set forth in this section; and
  - 7.5.2 the posting of Your Content on or through the Site does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content posted by You to or through the Site. The hosting of certain items that You post, such as video, may require Your agreement to a separate license agreement or terms of use.

## **8 Third Party links and Content**

- 8.1 You will be exposed to User Content and Third Party Content on the Site. We do not undertake that such Content will not be offensive, indecent, inaccurate, objectionable, or otherwise inappropriate, although We will use reasonable endeavours to remove any such material as soon as is reasonably practicable after We become aware of it.
- 8.2 UCEM does not screen, verify or endorse User Content or Third Party Content and cannot vouch for its accuracy and is under no obligation to check the accuracy or truthfulness of any Content, nor to monitor any User's use of the UCEM Site although We will take reasonable steps to remove objectionable Content when We are aware of it. Where the Site contains links to other Sites and resources provided by third parties, these links are provided for Your information only.
- 8.3 UCEM does not control or endorse any Third Party Site and You agree that UCEM is not responsible for Third Party Content or for any loss or damage that may arise from Your use of them.
- 8.4 Some Third Party Content on the Site may have been licensed from a Third Party and this is licensed for Your personal use and may not be resold or provided to others.
- 8.5 You may not distribute, sell, rent, sub-license, or lease Third Party Content, in whole or in part to any third party and You agree not to make Third Party Content available in whole or in part to any other User.

## **9 Liability**

- 9.1 Nothing in this clause 9 seeks to reduce or remove any liability or to exclude any obligation which cannot be reduced removed or excluded by law
- 9.2 Without prejudice to any express obligations We have accepted elsewhere in these terms and conditions We do not guarantee that the Site will be safe or secure and accordingly, Your use of the UCEM Site is at Your sole risk.
- 9.3 To the extent permitted by law the UCEM Site and UCEM Materials are provided 'as is', 'with all faults', 'as available', with no warranties whatsoever and UCEM disclaims any and all responsibility or liability for its, Content, completeness, legality, reliability, or operability or availability.
- 9.4 To the extent permitted by law, under no circumstances will UCEM be liable to You for any, indirect, incidental, consequential, special, exemplary, or punitive damages or losses (including without limitation loss of profits, goodwill, use, data, or other intangible losses), whether based in contract, tort, strict liability, or otherwise, arising out of or in connection with use of, or inability to use, the UCEM Site or UCEM Materials, whether or not UCEM has been advised of the possibility of such damages or loss.
- 9.5 UCEM will aim to ensure by using reasonable endeavours:
- 9.5.1 that the Site will be uninterrupted, error-free, timely, and secure;
  - 9.5.2 that defects or errors will be corrected;
  - 9.5.3 that the Site or the server that makes it available are free of viruses or other harmful components, and
  - 9.5.4 any and all responsibility and liability for the conduct of any other User.
- 9.6 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **10 Hold harmless and indemnity**

- 10.1 You agree to hold harmless and indemnify and at UCEM's request defend, UCEM, and its respective owners, officers, managers, members, agents, and employees from and against any claim or demand made by any third party due to or arising out of:
- 10.1.1 Your breach of the Terms of Use; and
  - 10.1.2 the infringement by You, or any third party using Your Account, of any intellectual property or other right of any person or entity. UCEM reserves the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify us and You agree to cooperate with our defence of these claims. You agree not to settle any matter without the prior written consent of UCEM. UCEM will use reasonable efforts to notify You of any such claim, action or proceeding upon becoming aware of it.



## **11 Termination of the Site**

- 11.1 At any time if You withdraw from Your elected programme at UCEM, You can terminate Your Account which will remove Your profile and other personal information from the view of other Users.
- 11.2 We may terminate Your Account when You are no longer a Student at UCEM. We may also terminate or suspend Your Account when You have breached these Terms of Use. Once Your Account terminates or suspends, You will have no right to use the UCEM Site.
- 11.3 Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions shall survive any termination of Your membership.
- 11.4 Where possible, UCEM will use reasonable efforts to give Users fair notice of termination or suspension of their access to the Site.
- 11.5 In the event of any termination, whether by You or us, clauses 6, 7, 9, 12, 13, 16 and 17 of these Terms of Use will continue in full force and effect.

## **12 Privacy and personal information**

- 12.1 The use of personal information is governed by our [Privacy Policy](#).

## **13 Notices**

- 13.1 UCEM may provide You with notices regarding the Site or these Terms of Use by regular mail, email, or postings to the Site.

## **14 Changes to the Terms of Use**

- 14.1 The Terms of Use may be modified by UCEM from time to time to ensure that they continue to comply to applicable law or as may be necessary in connection with technology changes provided via the Site. When changes are made, they will be included in updated Terms and Conditions of Contract.
- 14.2 Your continued use of the Site after any posted modification to the Terms of Use indicates Your acceptance of the modification.

## **15 Compliance**

- 15.1 UCEM reserves the right to take any legal or technical remedies to prevent the breach of these Terms and to protect the Site, the UCEM Users, and the rights and property of UCEM, for example, to respond to or mitigate the effects of a malicious attempt to interfere with the operation of the Site, or to remove harmful material from or prevent harmful use of the Site.

## **16 Miscellaneous**

- 16.1 No agency, partnership, joint venture, or employment is created as a result of the Terms of Use, and You do not have any authority of any kind to bind UCEM in any respect whatsoever.
- 16.2 Except as otherwise stated above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- 16.3 These Terms of Use contain the entire agreement between You and UCEM regarding the use of the Site and supersede any prior agreement between Us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms of Use.
- 16.4 The failure of UCEM to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision.
- 16.5 These Terms of Use will be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the personal and exclusive jurisdiction of the courts of England.
- 16.6 If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Use to be unenforceable, the remainder of the Terms of Use will continue in full force and effect.

## **17 Your concerns**

- 17.1 If You have any concerns about material which appears on the Site, please contact the Student Engagement team.