# Specifi Website Policy Documents

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# Terms of Use (Website)

Date: 3rd January 2018

# 1. TERMS AND CONDITIONS OF USE

1.1. This acceptable use policy sets out the terms between you and us under which you may access the Specifi Limited websites. For the purposes of this terms of use policy "we", "us", "our" and "Specifi" means:

a) Specifi Limited, a company registered in England and Wales under company number 9630732, and with a registered office of Suite B - Office 111, Colonial House, Swinemoor Lane, Beverley, HU17 0LS; and

b) any Specifi Limited Limited subsidiary as defined under Section 1159, Companies Act 2006.

1.2. Your use of the Specifi Limited websites means that you accept, and agree to abide by, all the policies in this terms of use policy together with our Privacy Policy, Cookie Policy and Acceptable Use Policy.

# 2. DATA PROTECTION ACT 1998 ("THE DPA")

The DPA governs the use of personal data and outlines the legal responsibilities of data controllers and processors. To find out more about how we collect, store, use and process the data we collect, please visit our Privacy Policy.

# 3. ACCURACY

3.1. The content on the Specifi Limited websites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

3.2. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

# 4. COOKIES

We use cookies to make visiting our site easier and enhance the user experience. To find out more about how we use cookies please visit our Cookie Policy.

# 5. AGGREGATE DATA

We automatically gather certain usage information when you view Specifi Limited websites. This includes the number and frequency of visitors to Specifi Limited websites. We only use such data in aggregate form. This is collected data to help us determine how much, and which parts, of the Specifi Limited websites you use, so we can improve the website user experience.

# 6. IP ADDRESS

We may collect and track internet traffic to Specifi Limited websites by IP address. An IP address is a number assigned to your computer when you use your browser or access the internet. We log this information, but this information is never linked to any personally identifying information. It is used to audit the number of visitors to Specifi Limited websites.

### 7. DISCLAIMER

7.1. We will not be liable to you for any (including indirect and consequential) loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, Specifi Limited websites or use of or reliance on any content displayed on Specifi Limited websites.

7.2. Mention of third party products, services, companies and websites on any Specifi website is for informational purposes only and constitutes neither an endorsement nor a recommendation.

### 8. WEBSITES WE LINK TO

Where Specifi Limited websites contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by Specifi of those linked websites or information you may obtain from them. This is because we have no control over the content of those sites or resources.

### 9. USER-GENERATED CONTENT APPROVAL

9.1. Specifi Limited websites may include information and materials uploaded by other users of the Specifi Limited websites, including bulletin boards and chat rooms. This information and these materials have not been verified or approved by Specifi. The views expressed by other users on Specifi Limited websites do not necessarily represent Specifi's views or values.

9.2. If you wish to complain about information and materials uploaded by other users please contact us at marketing@Specifi.co.uk.

# 10. UPLOADING CONTENT TO SPECIFI LIMITED WEBSITES

10.1. Whenever Specifi makes use of a feature that allows you to upload content to Specifi

Limited websites, or to make contact with other users of Specifi Limited websites, you must comply with the content standards set out in our Acceptable Use Policy.

10.2. You warrant that any such contribution complies with those standards, and you will be liable to Specifi, indemnify and hold us harmless, for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

10.3. Any content you upload to Specifi Limited websites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Specifi Limited websites a perpetual, royalty free, worldwide, and licence to use, store and copy that content and to distribute and make it available to third parties.

10.4. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to Specifi Limited websites constitutes a violation of their intellectual property rights, or of their right to privacy.

10.5. We have the right to remove any posting you make on Specifi Limited website if, in our opinion, your post does not comply with the content standards set out in Our Acceptable Use Policy.

10.6. You are solely responsible for securing and backing up your content.

# 11. INTELLECTUAL PROPERTY

11.1. We are the owner or the licensee of all intellectual property rights in the Specifi Limited websites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

11.2. You may print off, and may download extracts, of any page from any Specifi Limited website for your personal use and you may draw the attention of others within your organisation to content posted on Specifi Limited websites.

11.3. You must not modify the paper or digital copies of any materials that you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

11.4. Our status (and that of any identified contributors) as the authors of content on Specifi Limited websites must always be acknowledged.

11.5. You must not use any part of the content on Specifi Limited websites for commercial purposes without obtaining a licence to do so from Specifi or our licensors.

11.6. If you print off, copy or download any part of a Specifi Limited website in breach of these terms of use, your right to use all of the Specifi Limited websites will cease

immediately and you must, at our option, return or destroy any copies of the materials you have made.

### 12. TRADEMARKS

Specifi Limited brand names and certification marks are registered and protected across various countries across the world. Trademarks belonging to Specifi may not be used without express written permission from the relevant Specifi Limited Company.

### 13. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

# **Cookie Policy**

### Date: 1 February 2017

### 1. INTRODUCTION

Specifi Limited websites use cookies to distinguish you from other users of our websites. This helps us to provide you with a good experience when you browse our websites and also allows us to improve our sites. By continuing to browse the website, you are agreeing to our use of cookies.

### 2. WHAT IS A COOKIE?

Cookies are tiny files sent to your browser from a web server, and are temporarily stored on your computer's hard drive to help deliver to you a better web experience. Most websites use cookies in one form or another. Cookies cannot be used to obtain information about files on your computer.

### 3. HOW YOU CAN CONTROL COOKIES

3.1. By default, most browsers are initially set up to accept cookies. If you prefer, you can alter your web browser preferences, either to notify you when you have received a cookie, or to refuse to accept cookies. You can also delete any cookies that have already been sent.

3.2. If you choose not to accept cookies, you may not be able to use certain features on Specifi Limited websites.

### 4. STRICTLY NECESSARY COOKIES

Specifi Limited websites use "session cookies" to maintain information about where you are on a given Specifi Limited website and whether you have logged in to it. These cookies are deleted as soon as you close your browser. By way of example, Specifi uses JSESSIONID. This cookie is used to identify you as a user between page loads. This allows us to remember certain settings, like which part of a given Specifi Limited website you were using before you were asked to log in or register.

### 5. FUNCTIONALITY COOKIES

Specifi Limited websites use "functionality cookies". These cookies are not required to operate Specifi Limited websites, but can provide extra functionality for you. We will tell you if a feature will use cookies before you use it.

### 6. SOCIAL NETWORK SHARING COOKIES

Some of our pages invite you to "share" them via social media sites like Facebook, Twitter, or LinkedIn. If you chose to use the 'share this' function, those sharing sites may set a

cookie on your machine. You should consult that social media site's terms and conditions before "sharing".

# Privacy Policy (Data Protection Act 1988)

### Date: 3rd January 2018

This policy (together with our Acceptable Use Policy, Cookie Policy and Terms of Use Policy) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting a Specifi Limited website, or completing a booking form on a third party website you are accepting and consenting to the practices described in this policy.

For the purpose of the Data Protection Act 1998 (the Act), the data controller is Specifi Limited, a company registered in England and Wales under company number 9630732 and with a registered office of Suite B - Office 111, Colonial House, Swinemoor Lane, Beverley, HU17 0LS.

Our nominated representative for the purpose of the Act is Craig Thompson.

### 1. INFORMATION WE COLLECT FROM YOU

1.1 We will collect and process the following data about you:

(a) Information you give us. This is information about you that you give us by filling in any forms on a Specifi Limited website or by corresponding with us by phone, e-mail or otherwise. It includes information you provide when you register to use any Specifi Limited website or services, and when you report a problem with any Specifi Limited website. The information you give us may include your name, employer, employers address, work email address, mobile phone number and role.

(b) Information we collect about you. With regard to each of your visits to a Specifi Limited website we will automatically collect the following information:

(i) technical information, including the Internet protocol (IP) address used to connect your computer to the Internet and browser type and version; and(ii) information about your visit, which includes the full Uniform Resource Locators (URL), the date and time of access.

(c) We also collect information about you from public domain sources such as professional membership sites and social media websites.

### 2. COOKIES

Specifi Limited websites use cookies to distinguish you from other users of any Specifi Limited website. This helps us to provide you with a good experience when you browse a Specifi Limited website and also allows us to improve it. For detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy.

# 3. USE MADE OF THE INFORMATION

3.1 We use information held about you in the following ways:

(a) Information you give to us. We will use this information:

(i) to carry out our obligations arising from any contracts entered into between you and us and to provide you with any Services that you request from us;

(ii) to notify you about changes to our service;

(iii) to ensure that content from any Specifi Limited website is presented in the most effective manner for you and for your computer.

(b) Information we collect about you. We will use this information:

(i) to administer Specifi Limited websites and for internal operations, including troubleshooting, data analysis, testing, research and statistical purposes;

(ii) to improve the Specifi Limited websites to ensure that content is presented in the most effective manner for you and for your computer; and

(iii) as part of our efforts to keep our site safe and secure.

(iv) to keep you informed about Specifi events and other parts of our service relevant to your profession

# 4. DISCLOSURE OF YOUR INFORMATION

4.1 You agree that we have the right to share the information you provide us and information we collect from you with:

(a) Subsidiaries, as defined in section 1159 of the UK Companies Act 2006 of Specifi Limited Limited; and

(b) Selected third parties including suppliers and sub-contractors for the performance of any contract we enter into with them.

4.2 We will disclose the information you provide us and the information we collect from you:

(a) In the event that we sell or buy any business or assets, in which case we will disclose the information to the prospective seller or buyer of such business or assets.

(b) If Specifi Limited or substantially all of its assets are acquired by a third party, in which case the information will be one of the transferred assets.

(d) If we are under a duty to disclose or share any information we collect about you in order to comply with any legal obligation, or in order to enforce or apply the terms and conditions. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

(e) Selected third parties including attendees, exhibitors and sponsors at any event you register for or attend, as is normal practice for a networking event.

### 5. WHERE WE STORE YOUR PERSONAL DATA

5.1. The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for one of our suppliers. This includes staff engaged in, among other things, the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. Specifi Limited Limited will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

5.2. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to a Specifi Limited website or third party website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### 6. YOUR RIGHTS

6.1. You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at info@specifi.co.uk.

6.2. Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

### 7. ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request will be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

### 8. CHANGES TO OUR PRIVACY POLICY

Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by email. Please check back frequently to see any updates or changes to our privacy policy.

### 9. CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to <u>info@specifi.co.uk</u>.

# Acceptable Use Policy

Date: 3rd January 2018

# 1. ACCEPTABLE USE POLICY

1.1. This acceptable use policy sets out the terms between you and us under which you may access our websites, mobile applications and digital platforms ("the Services"). For the purposes of this acceptable use policy "we", "us", "our" and "Specifi" means:

a) Specifi Limited, a company registered in England and Wales under company number 9630732, and with a registered office of Suite B - Office 111, Colonial House, Swinemoor Lane, Beverley, HU17 0LS; and

b) any Specifi Limited Limited subsidiary as defined under Section 1159, Companies Act 2006.

1.2. Your use of the Services means that you accept, and agree to abide by, all the policies in this acceptable use policy together with our Privacy Policy, Cookies Policy and Terms of Use Policy.

# 2. PROHIBITED USES

2.1. You may use the Services only for lawful purposes. You may not use the Services:

a) in any way that breaches any applicable local, national or international law or regulation.b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

c) for the purpose of harming or attempting to harm minors in any way.

d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.

e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

# 2.2. You also agree:

a) not to reproduce, duplicate, copy or re-sell any part of the Services in contravention of the provisions of our terms of use policy.

b) not to access without authority, interfere with, damage or disrupt:

(i) any part of the Services;

(ii) any equipment or network on which the Services are stored;

(iii) any software used in the provision of the Services; or

(iv) any equipment or network or software owned or used by any third party.

# 3. INTERACTIVE SERVICE

3.1. We may from time to time provide interactive services on the Services, including, without limitation:

a) chat rooms;
b) bulletin boards;
c) forums;
d) online training courses, conferences or seminars;
e) comments features;
f) live stream video features; and
g) blog services.

3.2. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

3.3. We will do our best to assess any possible risks for users (and in particular for children) from third parties when they use any interactive service provided on the Services, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Services, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

3.4. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool-proof. Minors who are using any interactive service should be made aware of the potential risks to them.

3.5. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise

### 4. CONTENT STANDARDS

4.1. These content standards apply to any and all material which you contribute to the Services ("contributions"), and to any interactive services associated with it.

4.2. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

4.3. Contributions must:

a) be accurate (where they state facts).

b) be genuinely held (where they state opinions).

c) comply with applicable law in the UK and in any country from which they are posted.

4.4. Contributions must not:

a) contain any material which is defamatory of any person;

b) contain any material which is obscene, offensive, hateful or inflammatory;

c) promote sexually explicit material;

d) promote violence;

e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

f) infringe any copyright, database right or trademark of any other person;

g) be likely to deceive any person;

h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

i) promote any illegal activity;

j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

k) be likely to harass, upset, embarrass, alarm or annoy any other person;

I) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

m) give the impression that they emanate from us, if this is not the case; and

n) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

# 5. SUSPENSION AND TERMINATION

5.1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Services. When a breach of this policy has occurred, we may take such action as we deem appropriate.

5.2. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use the Services, and may result in our taking all or any of the following actions:

a) immediate, temporary or permanent withdrawal of your right to use the Services;

b) immediate, temporary or permanent removal of any posting or material uploaded by you to the Services;

c) issue of a warning to you;

d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the Specifiach;

e) further legal action against you;

f) disclosure of such information to law enforcement authorities as we reasonably feel is

### necessary.

5.3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

# 6. CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on the Services.