

TERMS AND CONDITIONS OF ACCESS TO VILLAGEINFONET

Version – effective from June 2020

Terms of Use

Your use of and access to Villageinfonet is subject to the following terms and conditions which you are deemed to accept by accessing Villageinfonet. In these terms and conditions, "you" or "your" refers to the organisation on behalf of which individuals are granted access to Villageinfonet.

Your Right to Use Villageinfonet

We, Anthony Harper, grant you a right to access Villageinfonet remotely via the internet, for your own internal business purposes.

When accessing Villageinfonet you may:

- access and view data which has been uploaded to Villageinfonet relating to your business, villages, residents, settlements and transactions (**Data**);
- generate, view and print reports based on your Data;
- access and view contracts, agreements, licences, notices and other documents which have been uploaded to Villageinfonet relating to your business, villages, residents, settlements and transactions (**Documents**);
- print copies of the Documents;
- download your Data in PDF or Excel format; and
- use such other features, functions and services which may be made available within Villageinfonet from time to time,

but only by using your allocated login names and passwords (**Access Credentials**) and subject to any restrictions we may notify you of in writing, from time to time.

You acknowledge and agree that we may from time to time (at our discretion) make changes to Villageinfonet and/or the features, functions and services it provides.

Registered Users

We will, in consultation with you, determine how many of your staff require access to Villageinfonet. We will allocate Access Credentials for the staff who are or are to be granted access to Villageinfonet (such staff being **Registered Users**).

You may apply for access for additional staff or request the cancellation of Access Credentials in writing from time to time.

You are responsible for all access to Villageinfonet and your Data and Documents using your Access Credentials. You must ensure that your Registered Users are made aware of and comply with these terms and conditions.

Your Obligations

You must:

- immediately notify us if you become aware of or suspect that any unauthorised person has obtained or attempted to obtain access to Villageinfonet or any Data or Document and take all steps available to you to identify the relevant person;
- not sell, lease, sub-license, rent, assign, give or transfer the right to access or use Villageinfonet or provide any person (other than a Registered User) with access to Villageinfonet;
- keep all passwords provided to you confidential and not disclose them to any persons, except the Registered Users to whom they are allocated;
- advise us if any of your Registered Users leave so that we can deactivate their Access Credentials;

- not use Villageinfonet in any way which may impair the operation, or undermine the security or integrity, of Villageinfonet or our host service provider's computer systems or networks; and
- not use or attempt to use Villageinfonet to gain unauthorised access to any materials or for any other unlawful purpose.

Security

We will use reasonable endeavours to keep your Data and Documents confidential using the techniques and standards available to us, and we will procure such physical site security, data backup and firewalls, as we consider necessary.

Representations and Warranties

Villageinfonet is provided on an "as-is" basis. Neither we, nor any of our partners or staff, are liable to you (whether in contract, tort, equity or otherwise) for any loss, damage or cost incurred by you arising directly or indirectly from your use of Villageinfonet.

All warranties, representations and conditions, whether implied by statute law, trade, custom or otherwise, which would otherwise apply to the use of Villageinfonet, are expressly excluded to the fullest extent permitted by law. In particular (and without limitation) we do not warrant:

- that your use of or access to Villageinfonet will be uninterrupted or error-free; or
- the accuracy or completeness of any Data or Documents, whether input by us or otherwise.

For clarity, nothing in this section applies to our provision of legal services to you.

Termination or Suspension

We may at our option suspend (including for maintenance purposes) or terminate your and/or any of your Registered Users' access to Villageinfonet, your Data and/or your Documents. We will endeavour to provide prior notice of any such suspension or termination, except where we consider an immediate suspension or termination to be appropriate or necessary in the circumstances.

Without limiting this, you acknowledge that we may terminate your access to Villageinfonet if Anthony Harper ceases to provide legal services for your villages.

Upon termination, you may request that we provide you with extracts of some or all of your Data and/or Documents. We may charge you, on a time and materials basis at our usual rates, for the provision of such extracts.

Intellectual Property

We own all intellectual property rights in Villageinfonet, together with all modifications, developments and improvements thereto (**Improvements**). You will not acquire any intellectual property rights in Villageinfonet or any Improvements.

Use of Data

You confirm that we may use your Data and any reports based on your Data for industry based surveys and reports, provided that you and your residents are not identified in those surveys and reports.

Changes to terms of use

We may change these terms and conditions from time to time by publishing the updated terms and conditions on the Villageinfonet website. By continuing to access Villageinfonet you agree to be bound by the amended terms and conditions. If you do not agree to any updated terms or conditions you must immediately cease using Villageinfonet.