

## WEBSITE, APP & DIGITAL PLATFORM TERMS AND CONDITIONS

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY OF  
OUR SITES**

### What is in these terms?

These terms tell you the rules for using any of our websites, apps, and other digital platforms, including but not limited to <https://www.turing.ac.uk/> and our Slack site (our “**sites**”).

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**1. Who we are and how to contact us?**

- 1.1. Our sites are used by The Alan Turing Institute and our subsidiaries ("**We**"). The Alan Turing Institute is registered in England and Wales under company number 09512457 and we have our registered office at British Library, 96 Euston Road, London, England, NW1 2DB. This is also our main address. We are a charity and regulated by the Charity Commission of England and Wales.
- 1.2. To contact us, please email: [info@turing.ac.uk](mailto:info@turing.ac.uk) or call +44 (0)20 3862 3352.

**2. By using any of our sites, you accept these terms**

- 2.1. By using any of our sites, you confirm that you accept these terms and conditions and that you agree to comply with them.
- 2.2. If you do not agree to these terms, you must not use any of our sites. We recommend that you print a copy of these terms for future reference.

**3. There are other terms that may apply to you**

- 3.1. These terms refer to the following additional terms, which also apply to your use of any of our sites and which can be found on this site:
  - (a) Our Privacy Notice.
  - (b) Our Site Terms of Acceptable Use which sets out the permitted uses and prohibited uses of any of our Sites. When using any of our sites, you must comply with these Site Terms of Acceptable Use.
  - (c) Our Cookie Policy which sets out information about the cookies on this site.
  - (d) If you purchase tickets for events from any of our sites, our Terms and conditions of supply will apply to the sales.

#### **4. We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use any of our sites, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in June 2022.

#### **5. We may make changes to any of our sites**

We may update and change any of our sites from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

#### **6. We may suspend or withdraw any of our sites**

6.1. Our sites are usually made available to you free of charge. We do not guarantee that any of our sites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of any of our sites for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

6.2. You are also responsible for ensuring that all persons who access any of our sites through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

#### **7. We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will endeavour to tell you in writing via our site(s) if this happens and we will ensure that the transfer will not affect your rights under the contract.

#### **8. Our sites are only for users over the age of 18 in the UK**

Our sites are directed to people over the age of 18 years residing in the United Kingdom. We do not represent that content available on or through any of our sites is appropriate for use or available in other jurisdictions nor for people under the age of 18 years.

#### **9. You must keep your account details safe**

9.1. 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. You must not disclose it to any third party.

9.2. 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 reasonable opinion you have failed to comply with any of the provisions of these terms.

9.3. If you know or suspect that anyone other than yourself knows your user identification code or password, you must promptly notify us at [info@turing.ac.uk](mailto:info@turing.ac.uk).

## **10. How you may use material on any of our sites**

10.1. We are the owner of The Alan Turing Institute's trade name, trade mark and logos.

10.2. You do not have a right to and agree that you will not use our trade marks or trade name without our prior consent. This includes "The Alan Turing Institute" and our logos.

10.3. You must not use any part of the content on any of our sites without obtaining a licence to do so from us or our licensors or from the owner of that content. Where content is available under an open licence you may use such content in accordance with the terms of that licence.

10.4. If you print off, copy or download any part of this site in breach of these terms your right to use any of our sites will cease immediately and you must, at our request, return or destroy any copies of the materials you have made.

## **11. Do not rely on information on any of our sites**

11.1. The content on any of our sites 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 any of our sites.

11.2. We do not confirm that we update the information on any of our sites and we do not confirm that we check or filter through the information provided or shared on any of our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on any of our sites is accurate, complete or up to date.

## **12. We are not responsible for websites we link to**

12.1. Where our site 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 us of those linked websites or information you may obtain from them.

12.2. We have no control over the contents of those sites or resources.

### **13. User-generated content is not approved by us**

- 13.1 Our sites may include information and materials uploaded by other users of those sites, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on any of our sites do not represent our views or values.
- 13.2 You must only post contents that you have permission to use, copy and redistribute. You must clearly indicate if you own the content or if you only have a right to reproduce the contents so that other users are clear on what they can do with the material you posted. We are not responsible for any third party contents.

### **14. How to complain about content uploaded by other users**

If you wish to complain about content uploaded by other users, please contact us on [info@turing.ac.uk](mailto:info@turing.ac.uk).

### **15. Our responsibility for loss or damage suffered by you**

Whether you are a consumer or a business user:

- 15.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 15.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and conditions of supply.

If you are a business user:

- 15.3 We exclude all implied conditions, warranties, representations or other terms that may apply to any of our sites or any content on it.
- 15.4 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:
- (a) use of, or inability to use, any of our sites; or
  - (b) use of or reliance on any content displayed on any of our sites.
- 15.5 In particular, we will not be liable for:
- (a) loss of profits, sales, business, or revenue;

- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

15.6 If you are a consumer user: Please note that we only provide this site for domestic and private use. You agree not to use this site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **16. Exclusion of Liability for digital content**

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you reasonable compensation where such losses are documented and in no event exceed the sum of £500. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us or taken other reasonable precautions.

## **17. How we may use your personal information**

We will only use your personal information as set out in our Privacy Notice.

## **18. Uploading content to any of our sites**

18.1 Whenever you make use of a feature that allows you to upload content to any of our sites, or to make contact with other users of any of our sites, you must comply with the content standards set out in our Terms of Site Acceptable Use.

18.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us 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.

18.3 Any content you upload to any of our sites 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 any of our sites a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in *Rights you are giving us to use material you upload* (below).

- 18.4 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 any of our sites constitutes a violation of their intellectual property rights, or of their right to privacy.
- 18.5 We have the right to remove any posting you make on any of our sites if, in our opinion, your post does not comply with the content standards set out in our Terms of Site Acceptable Use.
- 18.6 You are solely responsible for securing and backing up your content.
- 18.7 We do not store terrorist content.

**19. Rights you are giving us to use material you upload**

- 19.1 When you upload or post content to any of our sites, you grant us the following rights to use that content:
- (a) You hereby grant to us (including our present and future affiliates) a non-exclusive, sub-licensable, transferable, worldwide, royalty free, fully paid-up, irrevocable, right to use, copy, modify, merge, publish, distribute, reproduce, prepare derivative works, display and/or sell copies of the content; and
  - (b) You hereby grant to other users of any of our sites or to third parties a non-exclusive, sub-licensable, transferable, worldwide, royalty free, fully paid-up, irrevocable, right to use, copy, modify, merge, publish, distribute, reproduce, prepare derivative works, display and/or sell copies of the content.

**20. We are not responsible for viruses and you must not introduce them**

- 20.1 We do not guarantee that any of our sites will be secure or free from bugs or viruses.
- 20.2 You are responsible for configuring your information technology, computer programmes and platform to access any of our sites. You should use your own virus protection software.
- 20.3 You must not misuse any of our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to any of our sites, the server on which any of our sites are stored, or any server, computer or database connected to any of our sites. You must not attack any of our sites 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. In the event of such a breach, your right to use any of our sites will cease immediately.

## **21. Rules about linking to any of our sites**

- 21.1 You may link to our sites provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 21.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 21.3 You must not establish a link to any of our sites in any website that is not owned by you.
- 21.4 We reserve the right to withdraw linking permission without notice.
- 21.5 The website in which you are linking must materially comply with the spirit of the content standards set out in our Terms of site Acceptable Use.

## **22. Which country's laws apply to any disputes?**

- 22.1 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 22.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

**[END]**