



## UKSUG WEBSITE TERMS OF SERVICE

United Kingdom Sybase User Group (UKSUG) provides its service, subject to the following Terms of Service ("TOS"), which may be updated by UKSUG from time to time. The most current version of the TOS can be reviewed at any time through the use of our website ([uksug.com](http://uksug.com)). The Terms of Service govern the UKSUG membership organisation, Affiliate Organisations and the Vendors/Clients it has granted access to the UKSUG website (collectively referred to hereafter as Client).

### 2.0 DESCRIPTION OF SERVICE

The UKSUG website currently provides Clients and other users with access to a rich collection of resources, including, various communications tools, forums, file areas, and personalised content through its online interface (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS. Client is responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). Client is responsible for those fees. In addition, Client must provide and is responsible for all equipment necessary to access the Service. The Service is provided for members of the United Kingdom Sybase User Group. Non-members may be granted access as a guest with limited or partial access to the Service. Guest access may be modified or removed by authorisation of the United Kingdom Sybase User Group's Committee.

### 3.0 REGISTRATION OBLIGATIONS

In consideration of use of the Service, Client agrees to the best of their abilities to: (a) provide current and complete information about themselves, their organisation and its users (such information being the "Registration Data") and (b) maintain and update the Registration Data to keep it current and complete. In addition, Client understands that in order to keep them informed of UKSUG business items and events, that the UKSUG will on a periodic basis send email based communications to the Client notifying them of such items and events. Client agrees that receiving these emails is a part of their use of the Service, and if they wish to not receive these emails they must terminate their account.

### 4.0 NON-DISCLOSURE AGREEMENT AND FORWARD LOOKING STATEMENTS

United Kingdom Sybase User Group members agree not to use any Sybase confidential information for any purpose except their business relationship with Sybase. Members also agree that they will not disclose confidential information to any person other than their company's employees who are directly involved in the use of Sybase products.

4.1 The development, release, and timing of any features and functionality described for Sybase's products remains at Sybase's sole discretion. Any forward looking information on this website, including stated plans for new features and enhancements, is intended to outline Sybase's general product direction and should not be relied on in making a purchasing decision.

### 5.0 MEMBER ACCOUNT, PASSWORD AND SECURITY

Client's users will receive a username and password as part of the Service's registration process. Client is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under such password or account. Client agrees to (a) immediately notify UKSUG or its representatives of any unauthorised use of Client's password or account or any other breach of security, and (b) ensure that Client

exits from its account at the end of each session. UKSUG will not be liable for any loss or damage arising from Client's failure to comply with this Section 5.

## 6.0 MEMBER CONDUCT

Client understands that all information, data, text, software, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the Client, and not UKSUG, is entirely responsible for all Content that it uploads, posts, emails, transmits or otherwise makes available via the Service. UKSUG do not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

Client agrees to not use the Service to:

- \*\* upload, post, email, transmit or otherwise make available any Content that is unlawful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially or ethnically objectionable;
- \*\* harm minors in any way;
- \*\* impersonate any person or entity, including, or falsely state or otherwise misrepresent its affiliation with a person or entity;
- \*\* forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- \*\* upload, post, email, transmit or otherwise make available any Content that Client does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- \*\* upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- \*\* upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes,";
- \*\* upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- \*\* disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- \*\* interfere with or disrupt the Service or servers or networks connected to the Service; \*\* intentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, the NASDAQ or the London Stock Exchange, and any regulations having the force of law;
- \*\* "stalk" or otherwise harass another; or
- \*\* collect or store personal data about other users. Client acknowledges that UKSUG do not pre-screen Content, but that UKSUG shall have the right (but not the obligation) in their sole discretion to reclassify within the Service any Content that is available via the Service. Without limiting the foregoing, UKSUG shall have the right to remove any Content that violates the TOS. Client understands that the technical processing and transmission of the Service, including its Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## 7.0 SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognising the global nature of the Internet, Client agrees to comply with all applicable laws of the United Kingdom regarding online conduct and acceptable Content. Specifically, Client agrees to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which Client resides.

## **8.0 INDEMNITY**

Client agrees to indemnify and hold UKSUG, their subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, due to or arising out of Content Client submits, posts, transmits or makes available through the Service, or breach of the TOS.

## **9.0 NO RESALE OF SERVICE**

Client agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **10.0 DEALINGS WITH ADVERTISERS**

Client's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between Client and such advertiser. Client agrees that UKSUG shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## **11.0 LINKS**

The UKSUG website may provide, or third parties may provide, links to other World Wide Web sites or resources. Because UKSUG has no control over such sites and resources, Client acknowledges and agrees that UKSUG are not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. Client further acknowledges and agrees that UKSUG shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any third party sites or resources, or any goods or services available on or through any such site or resource.

## **12.0 UKSUG's PROPRIETARY RIGHTS**

Client acknowledges and agrees that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Client further acknowledges and agrees that Content contained in sponsor advertisements or information presented to Client through the Service or advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by UKSUG and its representatives, or advertisers, Client agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. UKSUG grants Client a personal, non-transferable and non-exclusive right and licence to use the object code of its Software on their computer; provided that Client does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicence, grant a security interest in or otherwise transfer any right in the Software. Client agrees not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the Service. Client agrees not to access the Service by any means other than through the interface that is provided by UKSUG for use in accessing the Service.

## **13.0 DISCLAIMER OF WARRANTIES**

Client expressly understands and agrees that:

**13.1** Client's use of the service is at its sole risk to the extent permitted by law. The service is provided on an "as is" and "as available" basis. UKSUG expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to

the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

13.2 UKSUG make no warranty that (i) the service and information received through the service will meet client's requirements, (ii) the service will be uninterrupted, timely, secure, error-free, or virus-free, (iii) any information that may be obtained from the use of the service will be accurate or reliable, (iv) any errors in the software will be corrected.

13.3 any material downloaded, viewed or otherwise obtained through the use of the service is done at Client's own discretion and risk and that Client will be solely responsible for any damage to Client's computer systems and networks, or loss of data that results from the download, viewing or use of any such material.

#### 14.0 EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of section 13 may not apply to Client.

#### 15.0 SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If Client receives or requests any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, such information is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. UKSUG and its representatives, and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

#### 16.0 NOTICE

Notices to Client may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service. Any Notice that Client is required or may desire to give to UKSUG and its representatives under or in conjunction with the TOS or any agreement between the parties shall be made via either email or regular mail, and shall be deemed to have been duly delivered or given on the date of delivery if delivered in person or by a nationally recognised overnight courier to the party named below, the date indicated on the return receipt if by certified or registered mail, postage prepaid, return receipt requested, to UKSUG Website c/o Business Expression, Pastures, Chapel Street, Hinxworth Nr Baldock, Herts SG7 5HW or such other address as may be designated by UKSUG from time to time, or the date that the electronic mail is received by UKSUG mail servers.

#### 17.0 TRADEMARKS AND LOGOS.

All trademarks, service marks, trade names or other words or symbols ("Marks") identifying UKSUG will remain such Party's exclusive property. Client agrees to not take any action that jeopardises the other Party's proprietary rights or acquire any rights in the Marks. Except as specifically stated otherwise in an addendum or amendment hereto, no licence to use any UKSUG logo, or the logos of their representatives is granted in this section.

#### 18.0 COPYRIGHTS and COPYRIGHT AGENTS UKSUG

respect the intellectual property of others, and requires Clients to do the same. If Client believes that its work has been copied in a way that constitutes copyright infringement, or its intellectual property rights have been otherwise violated, please provide UKSUG the following information:

\*\* an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright or other intellectual property interest;

\*\* a description of the copyrighted work or other intellectual property that Client claims has been infringed;

\*\* a description of where the material that Client claims is infringing is located on the site;

\*\* Client's address, telephone number, and email address;

\*\* a statement by Client that Client has a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;

\*\* a statement by Client, that the above information in Client's notice is accurate and that Client is the copyright or intellectual property owner or authorised to act on the copyright or intellectual property owner's behalf. Upon receipt of such information, UKSUG and its representatives, at its sole discretion, may perform an investigation and may take appropriate action if it desires.

#### 19.0 GENERAL INFORMATION

The TOS and any Subscription Agreement between Client and UKSUG constitute the entire agreement between client and UKSUG and govern your use of the Service, superseding any prior agreements between you and UKSUG and its representatives. The failure of UKSUG or its representatives to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.