

## **NIAB's Terms of use of NIAB Digital Services on niabnetwork.com**

This document (together with any documents referred to in it) sets out the terms of service for use of NIAB Digital at [www.niabnetwork.com](http://www.niabnetwork.com) (the 'Website'). Please read these terms and conditions carefully as they contain important information about your rights and obligations when using the Website.

### **The Website**

The Website is provided by a third party who owns and operates the Website namely Arjun Technology Ventures Ltd., a limited company trading as KisanHub registered in England and Wales with registered number 8167543 and whose registered office is at St John's Innovation Centre, Cowley Road, Cambridge, Cambridgeshire, CB4 0WS, United Kingdom ('KisanHub') and the NIAB Digital services are provided by NIAB Trading Limited, registered in England and Wales with registered number 07390289 and having its registered office at NIAB, Huntingdon Road, Cambridge, CB3 0LE, United Kingdom

The term 'you' refers to the subscriber to the Website.

### **Access and Availability**

You may only access the services on this Website if you have a valid account ("User Subscription") and have paid the subscriptions ("Subscription Fees"). You must use the username and password we provide to you or choose a username and password when prompted to do so. You are responsible for all actions taken under your chosen username and password. You must not allow any User Subscription to be used by more than one individual. You must keep any password issued to you to use this Website secret and must not disclose it to anyone else.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms, and that they comply with them.

We will make reasonable efforts to ensure that this Website is available to view and use 24 hours a day throughout each year however, this is not guaranteed.

The Website may be temporarily unavailable at any time because of: server or systems failure or other technical issues; reasons that are beyond our control; required updating, maintenance or repair.

Where possible we will try to carry out planned maintenance between 8.00pm and 4.00am and will, where possible give you advance warning of maintenance but shall not be obliged to do so.

### **Your Responsibilities**

By using this Website you undertake:

- That all the details you provide to us for the purpose of registering on the Website are true, accurate, current and complete in all respects

- You will notify us immediately of any changes to the information provided on registration
- To only use the Website using your own username and password
- To make every effort to keep your password safe
- Not to disclose your password to anyone
- To change your password immediately upon discovering that it has been compromised and to promptly notify us at support@kisanhub.com if you know or suspect that anyone other than you knows your user name and/or password
- To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them

## **Intellectual Property**

The content of the Website including the data provided by NIAB (“NIAB Data”) is protected by intellectual property rights of KisanHub, NIAB or their licensors, including copyright, trademarks, patents, database rights and other similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading, business or brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort, moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world).

You acknowledge that the intellectual property rights in the material and content supplied as part of the Website, including the NIAB Data, shall remain with NIAB and KisanHub or its licensors. Subject to you paying the Subscription Fees we grant to you a non-exclusive, non-transferable licence, for as long as you continue to pay the Subscription Fees to use the content of this Website, including the NIAB Data.

You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software on this Website.

You must not:

- access all or any part of the Website in order to build a product or service which competes with the Website;
- provide access to third parties or assist third parties in obtaining access to the Website;
- use the Website to provide services to third parties without our written permission.

No licence is granted to you to use any of Kisanhub’s trademarks or any NIAB trademarks or those of our affiliated companies.

Some of the services provided through this Website rely on data provided by you. Therefore, when you provide us with data or other materials when using this Website, you grant to NIAB a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use such data or materials in connection with the services provided through this Website. Such data will only be used for providing the services and will be kept confidential at all times and will not be disclosed to any third parties.

## **Disclaimer**

We will not be liable to you if the Website is unavailable at any time.

We attempt to ensure that the information available on the Website, including the NIAB Data, at any time is accurate. However, we do not guarantee the accuracy or completeness of material on this Website, including the NIAB Data. We use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of them. We make no commitment to ensure that such material is correct or up to date.

All drawings, images, descriptive matter and specifications on the Website are for the sole purpose of giving an approximate description for your general information only and should be used only as a guide.

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these terms and conditions or required by law) in relation to the information, materials, content or services found or offered on the Website, including third party data feeds, for any particular purpose or any transaction including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

You will be solely responsible for any results obtained from the use of the Website, any information or data contained in this Website, including the NIAB Data, and for conclusions drawn from such use.

We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.

We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Website.

We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you.

You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.

We reserve the right to disclose such information to law enforcement authorities as we reasonably feel is necessary should you breach this agreement.

### **Use of the Website**

We provide access and use of the Website on the basis that we exclude all representations, warranties and conditions to the maximum extent permitted by law.

We reserve the right to:

- Make changes to the information or materials on this Website at any time and without notice to you.
- Temporarily or permanently change, suspend or discontinue any aspect of the Website, including the availability of any features, information, database or content or restrict access to parts of or the entire Website without notice or liability to you or any third party.
- Refuse to post material on the Website or to remove material already posted on the Website.

You may not use the Website for any of the following purposes:

- Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material
- Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise
- Breaching any applicable local, national or international laws, regulations or code of practice
- Gaining unauthorised access to other computer systems
- Interfering with any other person's use or enjoyment of the Website
- Breaching any laws concerning the use of public telecommunications networks
- Interfering with, disrupting or damaging networks or websites connected to the Website
- Utilisation of data mining, robots or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation
- To create and/or publish your own database that features all or substantial parts of the Website
- Making, transmitting or storing electronic copies of materials protected by copyright without the prior permission of the owner

In addition, you must not:

- Knowingly introduce viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful to the Website
- Attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack
- Damage or disrupt any part of the Website, any equipment or network on which the Website is stored or any software used for the provision of the Website

A breach of this clause may be a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and disclose your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

### **Suspending or Terminating Your Access**

We reserve the right to terminate or suspend your access to the Website immediately and without notice to you if:

- You fail to make any payment to us when due
- You breach the terms of these terms and conditions (repeatedly or otherwise)
- You are impersonating any other person or entity
- When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity
- We suspect you have engaged, or about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

### **External Links and Data Feeds**

To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk and data feeds from third parties. You acknowledge and agree that, as you have chosen to enter a linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

- The privacy practices of such websites
- The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources
- The use which others make of these websites
- Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources.

## **General**

We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions in these terms and conditions and the remainder of the provision in question will not be affected.

All contracts are concluded and available in English only.

If we fail, at any time to insist upon strict performance of any of your obligations under these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms and conditions, it shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **Governing Law and Jurisdiction**

If you are a business, these terms of use, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. You agree to the exclusive jurisdiction of the courts of England and Wales.

## **Contact Us**

To contact us, please email NIAB [niabdigital@niab.com](mailto:niabdigital@niab.com) and for technical advice on the Website: [support@kisanhub.com](mailto:support@kisanhub.com).