



CENTRE FOR MODELLING SIMULATION AND DESIGN

Policy for “Terms and Conditions of Access”

You agree:

- only to use the service for the purposes for which you were given access, for example as specified in your research project's grant award
- not to interfere with other users' work
- not to infringe copyright or other intellectual property rights
- not to take data from any database or dataset without the explicit or implied permission of its owner
- not to let other people use your accounts
- to keep your CMSD/HPCF passwords confidential, and to inform us if someone else learns any of them or if you become aware that the security of our systems is compromised in any way
- not to use the service for illegal or immoral purposes, such as theft, fraud, drug-trafficking, money-laundering, terrorism, pornography, violence, cruelty, incitement to racial hatred, prostitution, pedophilia, or for offensive, obscene, abusive, menacing, defamatory or derogatory behaviour
- to comply with any special conditions that may apply to particular software packages

We agree:

- as far as we reasonably can, to provide a 24-hour service, it being understood that there will be times when the service is unavailable, for example as a result of unexpected failures, maintenance work or upgrades
- to take reasonable steps to protect your data from being lost or corrupted,
- that we will acquire no intellectual property rights over your software and data
- that you retain the IPR for the software that you develop
- to respond promptly to any complaints or suggestions you make about the service

You accept:

- that the service is provided "as is" and we can't guarantee 100% perfection. This means that we are excluding all warranties and conditions applying to the service, including those implied by law. We are not liable if things go wrong and you suffer damage as a result.
- that you are responsible for your use of any advice or information we may give you. We will take reasonable steps to ensure that it's true and useful, but we can't guarantee this. In legal terms, this means that we expressly disclaim any and all liability for all representations, statements, conditions or warranties to that or any other effect except to the extent that such liability may not be lawfully excluded.
- that we may make changes in the service
- that we will use the personal details which you supply to us, together with records of your use of the service;
- that we may suspend your access to the service, if it seems to us that you are breaking these Terms and Conditions, that if it is necessary to protect the service or other users' work or data, we can halt the execution of any program which you start;
- we have the right to close your accounts if the annual reports are not submitted for the period April 1st to March 31st for which the account was used
- that you alone are responsible for what you do when using the service. If you break the law you alone must answer for it, and if you cause damage to anyone else, you alone are liable, not us
- that you will acquire no intellectual property rights over the software or any information we provide
- that we may make reasonable changes to these Terms and Conditions at any time, and, once we have posted those changes on our website, the new version will then apply to you

Signature:_____

Name: _____

Date: _____

Address: _____

