

## **THE CIRCLE OF YOUNG INTRAPRENEURS**

### **TERMS OF USE**

The Circle of Young Intrapreneurs are a global movement designed to inspire and guide its members to develop and deliver business ideas inside corporate organisations that both generate profits and have a positive social impact simultaneously. We are the largest network of social intrapreneurs in the world, with twenty hubs of intrapreneurs around the globe (and growing). This website is intended for use by our members in fostering and developing a community for the exchange of their ideas and progress in intrapreneurship projects.

#### **1. Acceptance of Terms**

The following terms and conditions ("Terms of Use") are entered into between you and The Circle of Young Intrapreneurs ("COYI", "we", or "us"). The Terms of Use govern your access to and use of [www.circleofyi.com](http://www.circleofyi.com), including any content, functionality, and services offered on or through [www.circleofyi.com](http://www.circleofyi.com) (the "Website").

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you agree to be bound by these Terms of Use and acknowledge our [Privacy Policy](#), found on the Registration Page and incorporated herein by reference. We recommend that you print a copy of these terms for future reference.

If you do not agree to these Terms of Use, you must not access or use this Website.

If you access or use the Website or link to the Website, on behalf of an organisation, you represent and warrant that you have authority to accept unconditionally the Terms of Use on behalf of that organisation and to bind that organisation to the Terms of Use (and the reference to "you" in the Terms of Use shall refer to that organisation).

#### **2. No Unlawful or Prohibited Use**

You agree not to use this Website for any purpose that is unlawful or prohibited by these Terms of Use. You shall not use the Website:

- in any way that violates any applicable laws or regulations; or
- to engage in any other conduct that interferes with anyone's use or enjoyment of the Website, or which may harm COYI or users of the Website.

Additionally, you shall not:

- commit any act that interferes with the proper working, integrity, availability and confidentiality of the Website;
- introduce any viruses, trojans, worms, logic bombs or any other material that is malicious or technologically harmful;
- attempt to gain unauthorised access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- attack the Website, in any way, including via a denial-of-service attack, distributed denial-of-service attack or any act of espionage; or
- otherwise attempt to interfere with the proper working of the Website.

COYI may, without giving any reason or prior notice whatsoever, prohibit conduct, communication or content that it deems, in its sole discretion, to have violated any law or interfered with the proper working or use of the Website. COYI reserves the right to take any legal action that it deems appropriate, including by reporting any such conduct, communication or content to law enforcement bodies and/or judicial authorities. COYI also reserves the right to

block access to the Website from a particular Internet Protocol address at any time, in its absolute discretion, without giving any reason or prior notice whatsoever.

### **3. Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof) are owned by COYI and are protected by copyright, trademark and other intellectual property or proprietary rights laws save in respect of materials (including press releases) of partner and investee companies or other third parties that we may display or link to on our Website (see also section 4 below). You agree to use the Website only for your personal, non-commercial use. You shall not reproduce, distribute, modify, create derivative works of, publicly display, republish, download, store, or transmit any of the material on our Website.

Additionally, you agree not to:

- modify copies of any materials from this site;
- use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; or
- delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights are reserved by COYI. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

References to any names, marks, products or services of third parties on the Website do not necessarily constitute or imply COYI's endorsement, sponsorship or recommendation of the third party, information, product or service.

### **4. Linking from and to this Website**

You may link to our Website only in a manner that is fair and legal and does not damage our reputation or take advantage of it. You shall not establish a link with our Website in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

Additionally, you shall not:

- establish a link from any website that is not owned by you;
- cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
- link to any part of the Website other than the homepage; or
- otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

We reserve the right to withdraw linking permission without notice. We may, in our sole discretion, disable any links at any time without notice.

To the extent that the Website contains links to other websites (for example, those of partner and investee companies and other third parties), such links shall not be under the control of COYI, which shall not be responsible for the contents of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site. COYI is providing these links to you only as a convenience and the inclusion of any link does not imply

endorsement by COYI of the website or any association with its operations. If you decide to access the linked sites, you do so at your own risk.

## **5. Privacy Policy**

We are committed to protecting and respecting your personal data. All the information we collect on our Website is subject to our [Privacy Policy](#).

By using the Website, you acknowledge that we will use your information in accordance with our Privacy Policy.

COYI shall not be liable for any transmission of confidential information that you make through this Website.

## **6. No Representations, Warranties or Liabilities**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant or represent the correctness, accuracy, completeness, or usefulness of this information. The Website, its content, and any services or items obtained through the Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Your use of the Website, its content, and any services or items obtained through the Website is at your own risk.

Neither COYI nor any person associated with COYI makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Website. Neither COYI nor anyone associated with COYI represents or warrants that the Website, its content, or any services or items obtained through the Website will be accurate, reliable or error-free, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components, or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Website or any services or items obtained through the Website or on any website linked to it.

Nothing on the Website constitutes legal, financial or other professional advice. You agree not to use the content of this Website as a substitute for independent investigations and competent financial judgement. You should conduct your own enquiries to verify the information before using it and seek professional advice as you consider necessary.

To the fullest extent permitted by law, in no event shall COYI nor any person associated with COYI be liable for damages of any kind (including any direct, indirect, special, incidental, consequential, or punitive damages) arising out of or in connection with your use or inability to use the Website or any content on the Website. In addition, neither COYI nor any person associated with COYI shall be liable for any errors, omissions, misstatements, or misrepresentations (whether express or implied) concerning any information on the Website.

## **7. Uploading Content to the Website**

When uploading content to the Website you agree that your upload will not:

- be inappropriate, illegal, defamatory or in contempt of court;
- contain spam;
- infringe anyone's rights;
- be posted for financial gain;

- contain links which may be unsafe (for example, to sites which may contain viruses or spyware); or
- otherwise be in breach of these Terms of Use.

You warrant that any content does comply with the above standards, and you will be liable to COYI and indemnify COYI for any breach of that warranty. This means you will be responsible for any loss or damage suffered by COYI as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant COYI and other users of the Website a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to use are described in Section 10 of these Terms of Use.

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 our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on the Website if, in our opinion, your post does not comply with the content standards set out in this Terms of Use.

You are solely responsible for securing and backing up your content.

#### **8. User Generated Content is not Approved by COYI**

This Website may include information and materials uploaded by other users of the Website, including: blog posts, comments, links to other websites, thought pieces and project updates. This information and these materials have not been verified or approved by COYI. The views expressed by other users on our Website do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on [team@circleofyi.com](mailto:team@circleofyi.com).

#### **9. Rights You Grant COYI to Use Material You Upload**

By submitting content to the Website, you represent and warrant that you have all rights, power and authority necessary to grant the rights to that content. Since you are responsible for the content you upload, you may expose yourself to liability if you post content without all necessary rights.

You retain any ownership rights you have in the content you upload, but you grant COYI a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable and sub-licensable licence to use, copy, modify, adapt, prepare derivative works from, distribute, perform and display your content and any name or username provided with your content in all media formats and channels now known or later developed. This licence includes the right for COYI to make your content available for syndication, broadcast, distribution or publication by other companies or individuals who partner with COYI. You also agree that we may remove any metadata associated with your content, and you irrevocably waive any claims and assertions of moral rights or attribution with respect to your content.

Although we have no obligation to screen, edit or monitor your content, we may, in our sole discretion, delete or remove your content at any time and for any reason, including a violation of these Terms of Use or if you otherwise create liability for us.

#### **10. Amendments and Modifications**

We shall have the sole discretion to update and modify the Website and its contents at any time without prior notice. We are not under any obligation to update any content in the Website that may be out of date.

We shall have the sole discretion to amend the Terms of Use without prior notice. If you continue to use the Website after the amended Terms of Use have been posted to the Website, you will be deemed to have accepted the amended Terms of Use.

**11. Suspension or Withdrawal of the Website**

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

**12. Severability**

To the extent that any provision of these Terms of Use is found by any competent court or authority to be invalid, illegal or unenforceable, such provision shall be severed without effect to the remaining provisions hereof (which shall continue in full force and effect as if these Terms of Use had been executed with the invalid, illegal or unenforceable provision eliminated).

**13. Applicable Law and Jurisdiction**

The Terms of Use shall be governed by the laws of the England and Wales. The courts of the England and Wales will have exclusive jurisdiction in the event of any dispute.