

Terms of Service

Date of Last Revision: May 24, 2018

Intro

Glass Open Book is a glass industry communication and service platform that connects people and companies who are interested in glass manufacture, glass products and glass research of any kind.

These Terms of Service (“Terms”) govern your access to and use of our services, including our various websites such as glassopenbook.com, e-learning.glassopenbook.com, APIs, email notifications, and our other covered services that link to these Terms (our “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (“Content”). By using the Services you agree to be bound by these Terms.

If you do not agree with or accept any of these Terms, you should stop using our Services immediately. Your use of our Services means that you must also comply with our [Privacy Policy](#) and our [Cookie Policy](#).

1. Definitions

Content: means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Services;

Terms: means these terms of services as updated from time to time under clause 13;

Unwanted Submission: has the meaning given to it in clause 7.1;

Cookie Policy: means this [Cookie Policy](#), which governs how we use cookies;

Privacy policy: means this [Privacy Policy](#), which governs how we process any personal data collected from you;

Services: means our various websites, APIs, email notifications, and our other covered services that link to these Terms;

We, us or our: means HOLDRSA Limited, company registration number 08856622, and the registered office of which is at 22 Tower Avenue, Upton, Pontefract, England WF9 1EE; and

You or your: means the person accessing or using our Services or its Content.

2. Using our Services

2.1. Our Services is for your use only.

2.2. You agree that you are solely responsible for:

- (a) all costs and expenses you may incur in relation to your use of our Services; and
- (b) keeping your password and other account details confidential.

2.3. Our Services are intended for use only by those who can access it from within the UK. If you choose to access our Services from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

2.4. Our Services are intended for use only by those who are 16 years of age or older. By continuing to access our Services you confirm that you are 16 years or older.

2.5. We seek to make our Services as accessible as possible. If you have any difficulties using our Services, please contact us at info@glassopenbook.com.

2.6. We may prevent or suspend your access to our Services if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3. Downloadable Software and Applications

3.1. Software and applications may be made available for you to download. Some downloads may be restricted to members who have registered for paid membership. You may only use such software and applications if you agree to be bound by the terms and conditions that apply to such software and applications (this is sometimes known as an ‘end user license agreement’ or ‘EULA’). You will be made aware of any terms and conditions that apply to the software and applications when you try to download them. If you do not accept such terms and conditions, you will not be allowed to download the software and applications. You should read any terms and conditions carefully to protect your own interests (they may contain provisions that set out what your legal rights are, what your legal responsibilities are when using software and applications, what the software or application provider's legal responsibilities are, and provisions that limit a software or application provider's legal responsibilities to you).

3.2. Using the software and applications in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.

4. Online Applications

4.1. The Site may include online software applications. The details of these applications may change from time to time, and some applications may only be available to members who have registered for paid membership.

4.2. The use of the online software applications is subject to these terms of use although in some cases additional terms may apply which you will be notified of before using the application.

5. Users Who Have Registered for Free Membership

5.1. Our users can register for free membership. Such users are required to provide their real names and personal information to generate login details and are limited to one free membership account per person. Personal information should be kept up to date at all times.

5.2. We make no guarantees as to the materials which are available on our Services to users from time to time who have registered for free membership.

6. Ownership, Use and Intellectual Property Rights

6.1. Our Services and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). User Content is owned by the user who submitted it and further information about this is set out in clause 7. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

6.2. Nothing in these Terms grants you any legal rights in the Services other than as necessary to enable you to access the Services. You agree not to adjust to try to circumvent or delete any notices contained on the Services (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Services.

7. Submitting Information to the Services

7.1. While we try to make sure that our Services are secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard

as confidential, commercially sensitive or valuable (Unwanted Submissions). While we value your feedback, you agree not to submit any Unwanted Submissions.

7.2. We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor our Services to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

7.3. Any data, text, graphics, photographs and their selection and arrangement, (User Content) uploaded to the Services are the sole responsibility of the person who uploaded the User Content. We are not responsible for any files you or others upload, post, or otherwise make available. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right to use any User Content that you upload using our Services.

7.4. You should not submit User Content that is:

(a) offensive, unlawful, obscene, defamatory, libelous, threatening, abusive, inappropriate, pornographic, capable of causing harassment, hateful, or otherwise unlawful or violates any law;

(b) fraudulent or a misrepresentation;

(c) protected by any applicable copyright laws, trademarks, trade secret or that otherwise infringe the privacy rights, property rights, or any other rights of any person;

(d) an advertisement or solicitation of business, funds, goods or services; or

(e) impersonating another person or invading the privacy of any third party.

We reserve the right (but shall have no obligation) to decide whether any User Content complies with these Terms and we may in our sole discretion remove such User Content without notice, suspend and/or terminate our access and/or membership.

7.5. We do not regulate User Content and do not guarantee the accuracy, quality, or integrity of any User Content posted via our Services. By using our Services you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that we will not under any circumstances be liable for any User Content, including, but not limited to, errors in any User Content, or any loss or damage incurred by use of the User Content.

8. Accuracy of Information and Availability of the Services

8.1. While we try to make sure that our Services are accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that our Services will be fit or suitable for any purpose. Any reliance that you may place on the information via our Services is at your own risk.

8.2. We may suspend or terminate operation of our Services at any time as we see fit.

8.3. Content is provided for your general information purposes only. It is up to you to interpret the information and apply it to your own situation and should not be relied on as technical advice.

8.4. While we try to make sure that our Services are available for your use, we do not promise that our Services are available at all times nor do we promise the uninterrupted use by you of the Services.

9. Hyperlinks and Third Party Sites

Our Services may contain hyperlinks or references to third party websites other than our Services. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

10. Limitations on Our Liability

10.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

- (a) losses that:
 - (i) were not foreseeable to you and us when these Terms were formed; or
 - (ii) that were not caused by any breach on our part
- (b) business losses; and
- (c) losses to non-consumers.

10.2. You agree to indemnify and hold us, and each of our subsidiaries, affiliates, directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable legal fees, arising out of or in connection with:

- (a) your use of and access to our Services;
- (b) your violation of any of these Terms;
- (c) your violation of any third party right, including without limitation any intellectual property, property, or privacy right; or
- (d) any User Content or Unwanted Submissions you post or share on or through the Services.

11. Events beyond Our Control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

12. Rights of Third Parties

No one other than a party to these Terms has any right to enforce any of these Terms.

13. Variation

These Terms are dated May 24, 2018. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on our Services and by continuing to use and access the Services following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

14. Disputes

14.1. We will try to resolve any disputes with you quickly and efficiently.

14.2. If you are unhappy with us please contact us as soon as possible.

14.3. If you and we cannot resolve a dispute using our complaint handling procedure, we will:

- (a) let you know that we cannot settle the dispute with you; and

(b) give you certain information about our alternative dispute resolution such as using the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal: <https://webgate.ec.europa.eu/odr/>

14.4. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

14.5. Relevant United Kingdom law will apply to these Terms.