

# Terms of use

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## 1. Introduction

1.1. Any reference to "we/us/our" means City of York Council ("the Council") of West Offices, Station Rise, York, YO1 6GA, United Kingdom. "You/your" means the users of the Dapian website (the "site" or "website").

1.2. The site is managed by Coalescent LTD.

1.3. These terms of use (the Agreement) govern your use of our website; by using our website, you accept these terms in full. If you disagree with

any part of these terms, you must leave the website immediately and refrain from using the services.

1.4. You must be at least 18 years of age to use our website. By using our website and by agreeing to these terms of use, you warrant and represent that you are at least 18 years of age and are otherwise legally qualified to enter into and form contracts under applicable law.

1.5. These terms of use refer to the following additional terms, which also apply to your use of our site:

1.5.1. Our [privacy policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

1.5.2. Our [cookie policy](#), which sets out information about the cookies on our site.

## **2. Licence to use Dapian**

2.1. Unless otherwise stated, Coalescent own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

2.2. The website and services are for use within the role you play in contributing to Data Protection Impact Assessments.

2.3. You may view, download and print pages or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these conditions. You must not:

2.3.1. republish material from this website (including republication on another website)

2.3.2. sell, rent or sub-license material from the website

2.3.3. show any material from the website in public prior to obtaining our express written consent

2.3.4. reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose

2.3.5. edit or otherwise modify any material on the website

2.3.6. If you breach these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of materials you have made

### **3. Acceptable use**

3.1. You must not use the website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.2. You must not use the website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

3.3. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the website without our express written consent.

3.4. You must not use the website to transmit or send unsolicited commercial communications.

3.5. You must not use the website for any purposes related to marketing.

3.6. You must not intimidate or otherwise harass any person, or contact any person who has not authorised you to make contact.

3.7. You must not provide false, misleading or inaccurate information on Dapian or about any other user.

3.8. You must not impersonate or otherwise misrepresent connection or association with any person or entity.

3.9. You must not use or attempt to use any engine, software, or other devices (including but not limited to browsers, spiders, avatars or intelligent agents) to collect information from the Dapian website for any use (including but not limited to use on third party websites).

3.10. You must not access content not intended for you, or log into an account or server that you are not authorised to access.

3.11. You must not attempt to probe, scan or test the vulnerability of the Dapian website, the services or any associated system or network.

3.12. You must not interfere or attempt to interfere with the use of the Dapian website or services, including but not limited to by means of submitting a virus, overloading, flooding, spamming, mail bombing, or crashing.

3.13. You must not use the Dapian website or services to send unsolicited email or post or transmit unsolicited advertising, promotional materials, junk mail, spam, chain letters or pyramid schemes or any form of solicitation.

3.14. You must not attempt to modify, reverse engineer, disassemble or otherwise reduce or attempt to reduce any of the source code used in providing the website and services to a human-perceivable form.

3.15. Any violation of this section may subject you to civil and/or criminal liability.

#### **4. Registered users**

4.1. To become a registered user of Dapian, we will need you to provide your full name, email address and password when creating an account.

4.2. Our site is made available free of charge.

4.3. You warrant that all the information you provide to us as part of the registration procedure is true, accurate, fair and complete.

4.4. You accept sole responsibility for your use of Dapian and for keeping secret any username and password that may have been given to you or chosen by you for use on Dapian. You must notify us in writing immediately if you become aware of any unauthorised use of your account.

4.5. You are responsible for any activity on our website arising out of any failure to keep your account details confidential.

4.6. If you choose or are provided with a username or password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

4.7. You must not use any other person's username and password to access our website.

4.8. Each registration is for a single member only. You may not share your username and password with any other person nor with multiple users on a network.

4.9. Registered users may have access to additional features on Dapian. We reserve the right to change these at our sole discretion.

4.10. We may disable usernames and passwords, delete accounts, and delete any information associated with an account at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use, without notice or explanation.

4.11. By registering on the site, you agree that we can send you notifications in relation to your account in addition to other Dapian services and features.

## **5. User generated content**

5.1. In these terms, “your user content” means material (including, but not limited to text and images) that you submit to our website, for whatever purpose.

5.2. By submitting content onto the site or otherwise providing content to us in connection with the services provided ('materials'), you grant us a royalty-free, perpetual, irrevocable and non-exclusive right and license to use, reproduce, distribute, display, modify and edit these materials in connection with the services provided, as well as to sublicense these rights.

5.3. We will not pay you any fees for these materials and reserve the right in our sole discretion to remove or edit them at any time. You also warrant and represent that you have all rights necessary to grant Us these rights.

5.4. You agree that your user content will comply with these terms of use.

5.5. Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to

legal action whether against you or us or a third party (in each case under any applicable law).

5.6. Your user content (and its publication on the website) must not:

5.6.1. be libellous or maliciously false

5.6.2. be obscene or indecent

5.6.3. infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right

5.6.4. infringe any right of confidence, right of privacy, or right under data protection legislation

5.6.5. constitute negligent advice or contain any negligent statement

5.6.6. constitute an incitement to commit a crime

5.6.7. be in contempt of any court, or in breach of any court order

5.6.8. be in breach of racial or religious hatred or discrimination legislation

5.6.9. promote or be discriminate based on race, sex, religion, nationality, disability, sexual orientation or age.

5.6.10. be in breach of official secrets legislation

5.6.11. be in breach of any contractual obligation owed to any person

5.6.12. depict violence in an explicit, graphic or gratuitous manner

5.6.13. be pornographic or sexually explicit

5.6.14. be untrue, false, inaccurate or misleading

5.6.15. consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage

5.6.16. constitute spam

5.6.17. be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory; or

5.6.18. cause annoyance, inconvenience or needless anxiety to any person

5.6.19. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person

5.6.20. Promote violence

5.7. Your user content must be appropriate, civil, and tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.

5.8. You must not use the website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms of use.

5.9. You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

5.10. We reserve the right to edit or remove any material submitted to the website, or stored on our servers, or hosted or published upon the website.

5.11. Notwithstanding our rights under these terms of use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, the website.

## **6. Limited warranties**

6.1. We do not warrant the site or information published on the site will be complete or accurate; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

6.2. We do not hold ourselves out to be qualified providers of Data Protection services and as such the information provided on the site cannot be relied upon to provide accurate Data Protection advice. The site should not be used as alternatives to Data Protection advice from a qualified professional. We do not accept any liability for this information and it is the responsibility of You to check the accuracy of the relevant information and opinions given on the website before entering into any commitment based upon them.

6.3. The site and the services provided may be made unavailable without notice for the purpose of necessary maintenance or upgrade. We

shall not be liable if we cannot process your details due to circumstances beyond our reasonable control.

6.4. Whilst we endeavour to ensure that any material available for downloading from the site is not contaminated in any way, we do not warrant that such material will be free from infection, viruses and/or similar code.

6.5. We make no warranty or guarantee that the site or information available over it complies with laws other than those of England.

## **7. Limitations and exclusions of liability**

7.1. Nothing in these terms of use will:

7.1.1 limit or exclude our or your liability for death or personal injury resulting from negligence

7.1.2. limit or exclude our or your liability for fraud or fraudulent misrepresentation

7.1.3. limit any of our or your liabilities in any way that is not permitted under applicable law; or

7.1.4. exclude any of our or your liabilities that may not be excluded under applicable law

7.2. The limitations and exclusions of liability set out in this section and elsewhere in these terms of use:

7.2.1. are subject to the preceding paragraph; and

7.2.2. govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

7.3. To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

7.4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

7.5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

7.6. We will not be liable to you in respect of any loss or corruption of any data, database or software.

7.7. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## **8. Indemnity**

8.1 You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

## **9. Breaches of these terms of use**

9.1. Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:

9.1.1. send You one or more formal warnings

9.1.2. temporarily suspend your access to the website

9.1.3. permanently prohibit You from accessing the website

9.1.4. block computers using your IP address from accessing the website

9.1.5. contact your internet services provider and request that they block your access to the website

9.1.6. bring court proceedings against you for breach of contract or otherwise

9.1.7. suspend and/or delete your account with the website

9.1.8. delete and/or edit any or all of your user generated content

9.2. Where we suspend or prohibit or block your access to the website or a part of the website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **10. Third party websites**

10.1. Our website includes hyperlinks to other websites owned and operated by third parties. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

10.2. Hyperlinks to other websites are provided for information purposes only.

## **11. Trade marks**

11.1. Dapian and our logo are trademarks belonging to us. These trademarks may only be used with our prior express written permission. Use of our trademarks without our permission would constitute a breach of these terms of use.

## **12. Variation**

12.1. We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of the website from the date of the publication of the revised terms of use on the website. Please check this page regularly to ensure you are familiar with the current version.

## **13. Assignment**

13.1. We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

13.2. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

## **14. Severability**

14.1. If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the remaining provisions shall remain in full force and effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **15. Exclusion of third party rights**

15.1. These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

## **16. Entire agreement**

16.1. At all times the Council shall process any information obtained in accordance with the provisions of the Data Protection Act 2018.

## **18. Law and jurisdiction**

18.1. These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **19. Our details**

We are **City of York Council**:

Our registered address is **West Offices, Station Rise, York, YO1 6GA**, United Kingdom.

You can **contact City Of York Council Corporate Governance Team by email at [information.governance@york.gov.uk](mailto:information.governance@york.gov.uk)** or by telephone on **01904 554145**