

SAINT CONNECT TERMS OF USE

<http://st-andrews.vineup.com> - Valid from March 3, 2014., updated February 2018

These Terms and Conditions apply to the entire contents of SAINT CONNECT <https://st-andrewsconnect.com/>

BACKGROUND

SAINT CONNECT is the University of St Andrews Career Alumni Network. The University has established this platform in order to provide a secure network exclusive to members of the University Community to facilitate personal discussions, interaction, and networking.

THE CONTRACT

If you are a member of SAINT CONNECT the legal entity that you are entering into a contract with is:

THE UNIVERSITY OF ST ANDREWS, College Gate, St Andrews, Fife KY16 9AJ, United Kingdom, a charity registered in Scotland, No SC013532. (the "University")

These terms and conditions are binding. They govern your use of SAINT CONNECT and the University's provision of that service to you. Please read these carefully. If the terms and conditions as presented herein contain any provision that you are not willing to agree to, or if you feel that level of service offered by the University will not meet your requirements, then your only course of redress will be to end your membership of SAINT CONNECT and to cease use of all that service.

DEFINITIONS AND INTERPRETATIONS

"Member(s)" means valid registered users of SAINT CONNECT.

"Member Content" means all information provided by a Member for inclusion and/or dissemination through SAINT CONNECT for inclusion within SAINT CONNECT.

REGISTRATION

To become a Member of SAINT CONNECT you must be at least Eighteen (18) years old on the date when you apply for membership.

You must answer fully and honestly all questions put to you on the registration form.

You should not have been convicted of any criminal offence, or subject to any court order, relating to assault, violence, sexual misconduct or harassment in any jurisdiction.

Membership of SAINT CONNECT is non-transferable. Password(s) and any other credentials used to identify a Member are classed as confidential information. Under no circumstances are these to be passed on or shared with any third-party.

YOUR SAFETY AND SECURITY

It is important that you understand that the University cannot offer careers advice through SAINT CONNECT, neither does it offer any endorsement of any information that is made available this service; the onus always remains on you to decide who to engage with and what use to make of that information; the University only provides the facility for you to engage with others.

The University does not have any contractual obligation nor moral or ethically responsibility to verify:

- The identity of persons who register as Members or use SAINT CONNECT. All users are required to supply credentials which would identify them as a student or alumni of the University. However, it is not beyond the means of a determined person to seek membership by using the credentials of another; or
- Member Content (although we do reserve the right to monitor and delete if the University believes this to be appropriate).

As a Member you are:

- Advised not to assume that any Member Content is accurate, complete or reliable. A person may not be who they purport to be. Their intentions may not be honest or honourable. You should at all times exercise caution and critically appraise the completeness and quality of information made available to you through SAINT CONNECT. The University cannot be liable for false, misleading or incomplete statements made by Members.
- Solely responsible for the decisions and actions that you take, where these are based on or arise from your interpretation and/or use of Member Content, including information sources from any interactions that you have with others on SAINT CONNECT.
- Solely responsible (and liable) for all Member Content that is published on SAINT CONNECT, via your Member's account, whether that content be fraudulent or otherwise. Any activity can be grounds for account suspension and/or deletion.
- Responsible for the acts or omissions of any third parties who use your identification information or account, whether fraudulent or otherwise. You agree to indemnify the

University against any claims of this kind. For the avoidance of all doubt; the University shall not be liable if your credentials to access and use SAINT CONNECT are used by a third-party.

- Required to advise the University at the earliest opportunity if you suspect or find that there has been a breach (of any kind) of your SAINT CONNECT credentials.

MEMBER OBLIGATIONS

As a Member you agree that through your use of SAINT CONNECT you will not undertake or engage in any activities that will, or involve:

- Breaching any applicable law.
- Causing injury, offence or the defamation to others (including legal entities e.g. an employer) – this includes but is not restricted to any form of discrimination.
- Involving the publication or further dissemination of Member Content to a third-party, without the explicit consent of the Member(s) concerned.
- In general, member(s) must not act in a manner that is contrary to the purpose of SAINT CONNECT, current rules and laws in force or acceptable norms and standards.

MEMBER CONTENT

Through SAINT CONNECT the University puts you in control. For the avoidance of all doubt it is the responsibility of each Member to determine which information they shall publish or send as Member Content. Each Member accepts that the University cannot be held liable for any misuse thereof by any other Member or third party.

The information supplied by a Member must to the best knowledge of that Member be accurate and conform to the reality. The consequences of disclosing information on the life of the Member or of other Members are the sole responsibility of the Member concerned.

Consequently, he/she waives all recourse against the University on the basis of any possible damage to the Member's right to his/her image, the Member's honour and reputation, or the Member's privacy, resulting from the dissemination or revelation of information concerning the Member under the conditions foreseen by this agreement since the Member has given his/her prior, free and express consent to such revelation through his/her registering with the Service and in application of this Agreement.

The University reserves the right not to accept or to suspend or remove from SAINT CONNECT or all or part of it Member Content for any reason that is deemed fit.

Members accept that the University cannot be held liable for Member Content or other activities of Members which may breach the rights of other Members or any third-party.

Members are urged to notify the University of any inappropriate Member Content. You acknowledge that such notification may take place and that we may take steps outlined in this Agreement in respect of such information which comes to the University's attention.

Members accept that the University reserves the right to irretrievably delete Member Content after any period of time where the University has found it necessary to exercise any right of termination provided through this agreement.

TERMINATION

A Member may at any time and without the need to provide any reason end their registration with the University by requesting the closure of his/her account in SAINT CONNECT.

The University will process and conclude the termination of membership within 5 working days of receipt of a request for termination of membership.

Without prejudice to the other provisions hereof, where the University has found that a Member has committed a breach of this agreement, the effect of which causes serious concern to the University, it will terminate the Member's account without prior notification or warning. That termination shall have the same effects as a termination by the Member.

Without prejudice to the other provisions hereof, where the Member commits a breach, the University will terminate the Member's account 5 working days after having sent to the Member a communication requesting unsuccessfully that they comply with these Terms of Use.

The Member will be informed by email of the termination, or the confirmation of the termination, of his/her account. Data relating to the Member will be destroyed at his/her request or upon expiration of the legal time period following the termination of the Member's account.

DATA PROTECTION

With reference to SAINT CONNECT, your personal data will be used to:

- Process your application for membership;
- Provide you with access to SAINT CONNECT; and

- Allow the University to communicate with you concerning SAINT CONNECT and the allied services provided.

THE LEGAL BASIS FOR THE PROCESSING OF YOUR PERSONAL DATA IS CONTRACT, AS DESCRIBED HEREIN.

The University provides SAINT CONNECT via a third-party data processor i.e. Vineup UK Limited (“Vineup”). The University has in place the necessary contractual conditions with Vineup to provide for the protection of your personal data. The University will pass to that third-party the details you use in creating an account with Saint Connect. Those details will only be used to create an account that will enable you to make use of SAINT CONNECT.

Should you wish to exercise your rights, as provided for under data protection legislation, please refer to the University’s data protection guidance, or email dataprot@st-andrews.ac.uk

LIABILITIES AND WARRANTIES

In no event (including our own negligence) will the University be liable for any:

- Financial losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
- Loss of goodwill or reputation to you;
- Special, indirect or consequential losses; and/or
- Damage to or loss of data (even if we have been advised of the possibility of such losses).

INDEMNITY

As a condition of membership you agree to indemnify The University against all third-party claims and liabilities related to your breach of this agreement and/or to your use of the Services.

Functioning of SAINT CONNECT and Services

The University does not guarantee that SAINT CONNECT will function without interruption. The University requires that SAINT CONNECT is available 24 hours per day, 365 days per year. However, it does not guarantee that that level of provision will be provided.

Under these conditions, the University does not guarantee that SAINT CONECT and its allied services shall function without interruption or error. In particular, the availability of SAINT CONNECT (as provided by our third-party contractor) may be interrupted at any time for the purposes of

maintenance, updates or technical improvements, or to develop its content and/or presentation. Whenever possible, we shall inform its Members prior to maintenance work or updates.

If you believe or find that SAINT CONNECT is not operating as you would reasonably expect – please email saintconnect@st-andrews.ac.uk

ENTIRE AGREEMENT

This Agreement and the pages on this website to which these terms refer, constitute a contract that governs the relationship between the Member and the University. They cancel and replace any conditions that may have been agreed to in the past, even if not directly withdrawn or amended, and constitute the entirety of the rights and obligations of ours, and those of the Members.

If any of the provisions of these Terms of Use is declared void in application of a law, a regulation, or a final decision of a court having proper jurisdiction, all other provisions shall remain fully in effect. Furthermore, failure by a Party to take action in respect of the breach by the other Party of any provisions of these Terms of Use, shall not be interpreted as constituting a waiver by said first Party of the right to take action in future in respect of such a breach.

AMENDMENTS

The University may modify the Terms and Conditions presented herein at any time. You will be informed of the nature of these modifications as soon as they are posted. The modifications shall take effect one month after they have first been posted on the website. For Members registered after any modifications have been put online, these modifications shall be immediately applicable, as the Member will have expressly accepted them when the account was opened.

JURISDICTION AND APPLICABLE LAW

This contract will be governed by Scots law.

QUESTIONS ABOUT THIS AGREEMENT

For any questions you wish to ask, you may contact us by emailing saintconnect@st-andrews.ac.uk