

## **EDUSERV TECHNOLOGIES LIMITED**

### **Athens Users Terms and Conditions of Use**

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The following sets out the terms and conditions of use of your User account. By using your User account you agree to be bound by these terms and conditions.

#### 1. Use of the User account

1.1 As a condition of ETL permitting you to use your User account, you agree as follows:

1.1.1 to promptly provide your Athens Administrator with such information (including personal information) as they may request for the purposes of creating, facilitating the creation of and maintaining your User account and to ensure that such information is true and accurate and up to date in all respects at the time it is provided and for the duration of your User account;

1.1.2 to keep the username and password required to operate your User account confidential at all times and not permit any third party to use the same for any purpose whatsoever;

1.1.3 to use the User account solely for the purpose for which it was issued by your Organisation.

1.2 We may suspend, restrict, impose conditions of use to or cancel your User account without notice, for any reason whatsoever, including as a result of you breaching the terms and conditions of use of any Resource, using your User account to attempt to access on-line resources or purchase goods or services online which you know you are not entitled to access or purchase or the breach by you of these conditions.

1.3 We provide no warranty or assurance that you will be granted access to any particular Resource or be permitted to purchase goods or services using your User account, whether or not you are entitled to access that Resource or purchase those goods or services. We will however look into any complaint that we receive concerning any Service Provider or Supplier that uses the Software for the purposes of authentication and take what we consider to be the appropriate action.

#### 2. Intellectual Property

2.1 All Intellectual Property Rights in the Licensed Materials and the software, design, text, logos, graphics and other material on or used in conjunction with our site and the selection and arrangement thereof is the property of Eduserv. Any and all Intellectual Property Rights created, developed or arising directly or indirectly out of the performance of the Services including without limit those created as a result of any amendment or upgrade to the Software or subsisting in any materials provided by us in the performance of the Services shall vest in us and remain at all times our property. You do not own, nor will you acquire, any interest in the Intellectual Property Rights in the Licensed Materials or the Services, whether under these terms and conditions or otherwise.

2.2 We grant to you a non-exclusive, non transferable licence to use your Athens Account solely for the purposes of using the Software to authenticate to Service Providers and

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Suppliers that you are entitled to access a Resource provided by them or purchase goods or services sold by them (as the case may be).

### 3. Our Liability

3.1 Your User account has been created pursuant to our obligations to your Organisation or other third parties for the provision of certain access and identity management services. We do not charge you for the provision of the Services and, save for the provisions of these terms and conditions, have no contractual relationship with you in relation thereto, nor do we owe you any duty of care in connection with the use of your User account.

3.2 We exclude all warranties whatsoever to the fullest extent permitted by law in relation to the operation of the Software and your User account and the provision of the Services. For the avoidance of doubt we provide no warranty that the Services will be uninterrupted or error free.

3.3 In view of the nature of our relationship described in clause 3.1, we are unable to accept and hereby exclude any and all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which we may otherwise have to you relating to or in connection with the provision of the Services or your use of our site including without limit liability as a result of the unavailability of the Software, the Services or your User account, any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to our site or any information on our site, or any misrepresentation on or relating to our site (other than a fraudulent misrepresentation made by us or on our behalf).

3.4 We do not accept any liability in connection with the operation of any Resource or Supplier's web-site which you may access using your Athens Account, nor in respect of any goods or services purchased from a Supplier. Your rights and obligations in relation to the operation of the relevant Resource or web-site, or goods and services purchased shall be governed by the terms and conditions (including any licence conditions) of the Service Provider or Supplier from time to time.

3.5 We do not accept any liability in connection with the use by Service Providers or Suppliers of any personal user data passed to them by, or using, the Software.

3.6 We do not accept any liability in respect of the operation of any software other than the Software which is used (whether on its own or in conjunction with the Software) to authorise access to a Resource or Supplier's Site.

3.7 None of the exclusions or limitations in these conditions shall exclude or restrict our liability for death or personal injury caused by our negligence, seek to exclude liability for any fraudulent misrepresentation made by us or shall affect any statutory rights which are not capable of being excluded.

### 4. Changes to these conditions

We reserve the right at any time without notice to revise these conditions. Any changes to these conditions will be notified to you in a manner determined by us and be posted on our site and by continuing to use your Athens Account and/or our site following any such notification you will signify that you agree to be bound by the revised terms and conditions of use.

### 5. Personal Data

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You agree that we may collect, store, and use information about you in accordance with our privacy policy. You acknowledge and agree to be bound by the terms of our **Privacy Policy** (available at <http://www.athensams.net/privacypolicy.html>).

### 6. General

- 6.1 You may not assign or otherwise dispose of any rights you may have (if any) under these terms and conditions.
- 6.2 These terms and conditions (and any dispute, proceedings or claim of whatever nature arising out of or in any way relating to them or their formation) shall be governed by and interpreted in accordance with English law and, for these purposes, the parties irrevocably submit to the exclusive jurisdiction of English courts.

### 7. Terms used in the conditions

In these conditions the following words and phrases shall have the following meanings:

“Athens” means the access management system developed and owned by Eduserv (and licensed to ETL) for controlling access to web based subscription services and Supplier sites;

“Athens Administrator” means the person appointed from time to time by your Organisation to administer User accounts;

“Eduserv” means Eduserv, a registered charity (no. 1079456) and a company limited by guarantee under number 03763109, whose registered office is at Queen Anne House, 11 Charlotte Street, Bath, BA1 2NE;

“ETL”, “our”, “we” and “us” means Eduserv Technologies Limited (No. 4256630), a subsidiary of Eduserv, whose registered office is at Queen Anne House, 11 Charlotte Street, Bath, BA1 2NE;

“Gateways” means the software ( owned by Eduserv and licensed to Eduserv Technologies Ltd) that enables organisations to:

1. use non Athens services (including, without limit, SAML Identity Provider protocols) to access Athens protected Resources; and
2. use the Athens service as an outsourced Identity Provider to access Resources protected by non Athens services (including, without limit, SAML Service Provider protocols)

“Intellectual Property Rights” means copyright, moral rights, patents, trademarks, trade names, service marks, design rights, database rights, rights in undisclosed or confidential information (including, without limit, know-how, trade secrets and inventions whether patentable or not) and other similar intellectual property rights and other rights in the nature of intellectual property (whether or not registered or capable of registration ) and all applications for the same anywhere in the world;

“Licensed Materials” means the Software and the user and product documentation published by Eduserv relating thereto from time to time;

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“Organisation” means the institution, organisation, company, firm or other entity of which you are an officer, employee, student or otherwise affiliated or connected to which has procured access to a Resource on your behalf and authorised you to access that Resource pursuant to its arrangements with the Service Provider and/or permitted you to use your User account to purchase goods and/or services from a Supplier;

“our site” means our presence on the Internet;

“Resource” means an online resource which uses (and is entitled to use) the Software for the purposes of authenticating users and to which your Organisation has procured access to on your behalf;

“SAML” means Security Assertion Mark-Up Language, an international standard developed by the OASIS Security Services Technical Committee (<http://www.oasis-open.org/>).

“the Services” means the provision by EduserV of (i) your User account for the purposes of facilitating access by you to Resources, or the purchase by you of goods and services from Suppliers, in either case using the Software to authenticate your entitlement to do so and (ii) access to our site;

“Service Provider” means the person, firm or organisation that has agreed with your Organisation to provide access to a Resource;

“the Software” means Athens and the Gateways;

“Supplier” means an online supplier of goods and services which uses the Software to authenticate certain attributes about you to determine whether you qualify for discounts or promotions when purchasing those goods and services;

“User account” means the Athens user account allocated to you for the purposes of enabling you to use the Software to access Resources and/or purchase goods and services from Suppliers in accordance with these conditions;

“you” and ‘your’ means the individual to whom a User account has been allocated.