

EDUSERV TECHNOLOGIES LIMITED

Athens Registered Organisation Terms and Conditions (Direct)

The following terms and conditions govern the use of Athens access and identity management services by organisations, institutions and other legal persons who have a direct contract with Eduserv Technologies Ltd (ETL) for the provision of those services.

By using the Athens service, such organisations, institutions and persons (referred to in these terms and conditions as “you”) agree to be bound by these terms and conditions.

1. Use of Athens

1.1 As a condition of making the Software available to you, you agree as follows:

- 1.1.1 to ensure that at all times one of your officers, employees or agents is appointed as Athens Administrator for the purposes of managing access to Resources and Supplier’s Sites on your behalf, creating or facilitating the creation of User accounts for those within your Organisation entitled to access those Resources and Supplier’s Sites and generally to act as a point of contact for Eduserv in relation to the provision of the Services;
- 1.1.2 to ensure that these terms and conditions are brought to the attention of the Athens Administrator and any Sub-Administrator and that the Athens Administrator and any Sub-Administrator agree, in such form as we may from time to time specify, to comply with these terms, and to ensure they do so;
- 1.1.3 to comply with the licence conditions of any Resource, and any other relevant terms and conditions issued from time to time by a Service Provider or Supplier and use reasonable endeavours to ensure that your Users comply with those terms;
- 1.1.4 to use reasonable endeavours to ensure that your Users use their User accounts solely for the purposes of accessing Resources or purchasing goods or services which they are entitled to access or purchase and do not attempt to utilise the Services to access Resources or purchase goods or services on Supplier’s Sites which they know they are not entitled to access or purchase;
- 1.1.5 to comply at all times with any data protection or privacy legislation to which you may be subject in any jurisdiction in connection with the creation of User accounts, your use of the Software or generally in connection with the holding and use of the personal information of your Users;
- 1.1.6 to take reasonable steps to ensure that User accounts are only issued to persons who are authorised to access Resources or purchase goods and services from Supplier’s Sites and that User accounts are used only for the normal purposes of your Organisation;
- 1.1.7 to take reasonable steps to terminate an individual’s use of the Services and/or remove their access to a Resource or Supplier’s Site promptly once they are no longer entitled to access the relevant Resource or purchase the goods or

services offered on the Supplier's Site or hold a User account, for example, if the individual leaves your Organisation;

- 1.1.8 to take reasonable steps to keep User usernames, passwords and related data confidential at all times and not to permit any third party (other than the relevant User) to use the same for any purpose whatsoever;
- 1.1.9 to take reasonable steps to ensure that our terms and conditions of use for registered Users which are notified to you from time to time, are brought to the attention of, and accepted by, your Users prior to the first use of their account and take reasonable steps to ensure they comply with those terms and conditions;
- 1.1.10 to remove an individual's access to a particular Resource or Supplier's Site if reasonably requested by the Service Provider or Supplier, their agents or representatives or Eduserv;
- 1.1.11 to take reasonable steps to ensure that all information concerning your Users and Athens Administrators provided to us by you or your Athens Administrator or otherwise on your behalf, is when provided and at all time remains, up to date, true and accurate and not misleading;
- 1.1.12 to take reasonable steps to ensure that your Organisation complies with the Services username/password security guidelines as amended from time to time; and to permit Eduserv and its authorised representatives to conduct audits of your User username/password policies;
- 1.1.13 to issue personal accounts to individuals for their sole use; and to maintain audit information, so that your Organisation can identify an individual from an User account in cases of suspected abuse of the User terms and conditions.
- 1.1.14 to ensure that where you have contractual agreements with service providers, or have agreed to the terms and conditions of membership of federations (eg. UK Access Management Federation), requiring that your Users must either have unique identifiers or be fully traceable, then you must neither recycle nor re-use in any way those identifiers given to Users of such services.
- 1.2 We may suspend, restrict, impose conditions of use or cancel the use of the Services for any of your Users in the event that they breach our User terms and conditions.
- 1.3 We may suspend, restrict, impose conditions of use or terminate the licence granted under clause 2 below and cease to make available the Services to you in the event that you breach these terms and conditions. We shall only cease to make available the Services to you permanently if you fail to remedy any such breach (if remediable) within such reasonable period as we may specify by written notice.
- 1.4 The Software provides a means by which Service Providers and Suppliers may authenticate the entitlement of individuals to access a Resource or purchase goods and services. However the decision as to whether or not to permit access to the relevant Resource or the purchase of goods or services is a matter within the discretion of the Service Provider or Supplier and subject to their terms and conditions from time to time. A Service Provider or Supplier may take into account a number of factors in making their assessment, of which information provided by the Software may be only one. Accordingly we provide no warranty or assurance that your Users will be granted access

to any particular Resource or be permitted to purchase goods or services from a Supplier whether or not they are entitled to do so. We will however look into any complaint that we receive concerning any Service Provider or Supplier that uses the Software to authenticate the identity of users and take what we consider to be the appropriate action.

2. Intellectual Property

- 2.1 All Intellectual Property Rights in the Licensed Materials, Services 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. Neither you nor anyone you are responsible for have, or will 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 the Software and the facilities and functions provided by the Software solely for the purposes of creating, facilitating the creation of and maintaining User accounts and providing access management facilities to your Users in accordance with your contractual arrangements with Service Providers and Suppliers (if any) and for the normal purposes of your Organisation.
- 2.3 Other than as permitted by clause 2.2, the Software and any software, designs, text, logos, graphics or other material appearing on our site may not be used or reproduced in any way without our prior written consent.
- 2.4 You agree not to or permit or suffer any third party to (and to procure that your officers, employees and agents will not or permit or suffer any third party to):
- 2.4.1 alter, adapt, copy, reverse engineer, disassemble, decompile, modify, translate or make any derivative works of any part of the Software;
 - 2.4.2 sell, rent, lease, sub-licence, assign, gift, transfer, lend or host, in whole or in part, the Software to any third party or offer to provide the Software or any part of it to any person in any way, except as specifically permitted by these terms and conditions;
 - 2.4.3 attempt to bypass any security mechanism in place on a system we use to make the Software available to you;
 - 2.4.4 otherwise gain or attempt to gain unauthorised access to the Software, our systems or our websites or the information, websites or data of any of our Athens registered Organisations or Users, whether stored on our systems or otherwise;
 - 2.4.5 engage in any behaviour using any User account, the Software or our websites which is illegal or which we reasonably consider to be inappropriate or likely to damage our reputation or goodwill (or the goodwill or reputation of Eduserv); or
 - 2.4.6 use the Software, any User account or our websites otherwise than in accordance with their intended purpose and any guidelines that we notify to you about their use.

2.5 Eduserv is the proprietor of the Athens, Eduserv, CHEST and NISS United Kingdom trademarks within the relevant classes. All other trade marks, product names and company names or logos used on our site are our property or that of their respective owners. No permission is given by us in respect of the use of any such trademarks, get-up, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

2.6 The provisions governing the ownership and use of the Intellectual Property Rights in each Resource and Supplier's Site are governed by the licence conditions and other applicable terms and conditions of the relevant Service Provider or Supplier.

3. Our Liability

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

3.2 Subject clause 3.9 below, Eduserv's total liability to you under or in connection with these conditions or relating to the provision of the Services, whether in tort (including negligence), contract, breach of statutory duty, equity or otherwise arising from the relationship between us, will not (when aggregated with all other successful claims made by you against Eduserv under or relating in any way to these terms and conditions or the provision of the Services) exceed a sum equal to the aggregate fees received by Eduserv from you for the provision of the Services in the 12 months prior to the occurrence of the event giving rise to the liability.

3.3 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 as a result of the unavailability of the Software, the Services or your User accounts, 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 Without prejudice to the generality of clause 3.2 you agree that we shall have no liability to you for indirect or consequential losses including without limit pure economic loss, loss of data, income or profits, loss of business, loss of operation time, loss of any equipment or process, loss of anticipated savings or depletion of goodwill in any case which arise out of or in connection with the Services or our site.

3.5 We do not accept any liability in connection with the operation of any Resource, Supplier's Site or other web-site which may be accessed using the User accounts of your Users, nor in respect of any goods or services purchased from a Supplier. Your rights and obligations (and those of your Users) in relation to the operation of the relevant Resource, Supplier's Site or web-site, or goods or services purchased shall be governed by the terms and conditions of use (including any licence conditions) of the Service Provider, Supplier or other provider from time to time.

3.6 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

- 3.7 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.
- 3.8 You agree that each of the limitations contained in these conditions is reasonable.
- 3.9 None of the exclusions or limitations contained 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.
- 3.10 Each of the exclusions or limitations in these conditions shall be construed as a separate, and severable, provision. If any provision of these conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

4. Links to other sites

Certain links, including hypertext links, in our site will take you outside our site. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked site, its operator or its content or that the link is valid or that the site linked is what it purports to be. We are not responsible for the content or security of any website outside our site.

5. Service Desk

We provide a service desk to assist you with queries that you may have concerning your use of the Software and our site. Whilst we will use reasonable care in answering any queries, the service desk facility is a free service and as such we are unable (save as provided in clause 3.9 above) to accept any liability for the advice given or any of your acts or omissions following receipt of such advice. In the event that we agree to provide paid support services to you, our provision of those services and our liability to you in relation to them, will be governed by a separate agreement between us.

6. Events beyond our control

We shall not be liable to you for any breach of these conditions or any failure to provide or delay in providing the Services resulting from any event or circumstance beyond our reasonable control including, without limitation, acts of God, governmental actions, national emergencies, acts of terrorism, acts of protest, riots, civil commotion, fire, explosion, flood, epidemic, lock outs, strikes or other labour disputes (whether or not relating to our work force), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, breakdown of systems or network access, a breach by you of these conditions or the denial of permission to your Users to access a Resource or purchase goods or services from a Supplier where such denial results from any act or omission by you or on your behalf (including by your Athens Administrator).

7. Changes to these conditions

We reserve the right at any time without notice to revise these conditions. We shall notify you by email to your Athens Administrator (or by another suitable means determined by us) of any changes to these conditions and such conditions will be posted on our site. By continuing to use

the Services following any such change which has been notified to you, you will signify that you agree to be bound by the revised terms and conditions of use.

8. Complaints procedure

Any queries or complaints should be sent by e-mail to the Eduserv Service Desk at athenshelp@eduserv.org.uk or in writing to Eduserv Service Desk, Eduserv, Queen Anne House, 11 Charlotte St, Bath, BA1 2NE, UK.

9. Local Authentication for Access to Resources

9.1 If you use Local Authentication, then you agree to:

- 9.1.1 comply with our implementation standards for the Local Authentication protocol of your choice (as may be varied from time to time); to implement updates to the protocol as notified to you from time to time, within a period of three months; and to implement security fixes to the protocol within 24 hours of notification to you;
- 9.1.2 use the certificate, keys and other security information which we provide to you in connection with Local Authentication only for the purpose for which they were issued to you; and
- 9.1.3 provide Eduserv with a set of credentials for test purposes at such times and in such form as Eduserv may from time to time reasonably require.

9.2 We may make available to you certain software in connection with your use of Local Authentication, the use of which will be subject to our licence conditions notified to you from time to time.

9.3 You agree to keep confidential and take appropriate security measures (both physical and technical) to keep confidential all personal information held by you or on your behalf concerning the holders of User accounts and Athens Administrators. Such measures will include, without being limited to, providing appropriate training to your staff, use of passwords and other access management tools on computer systems containing such information and ensuring that there are appropriate physical security measures in place at the location at which the information is stored to prevent unauthorised access.

10. General

10.1 You may not assign or otherwise dispose of any rights which you may have (if any) under these conditions.

10.2 These 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.

11. 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 Eduserv Technologies Ltd) for controlling access to web based subscription services;

“Athens Administrator” means the person appointed from time to time by you to administer User accounts and perform the other tasks referred to in clause 1.1.1 and shall (where the context admits) include any Sub-Administrator;

“these conditions” means the terms and conditions set out herein as amended from time to time;

“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;

“Eduserv Technologies Ltd” “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;

“Local Authentication” means the provision of Athens through local, devolved or federated access management as further described in Eduserv’s product and user documentation published from time to time;

“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 you subscribe to or are otherwise entitled to access using the Software;

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

“Service Provider” means the person, firm or organisation that provides or makes available a Resource;

“the Services” means the provision by Eduserv of the use of and access to the Software and our site subject to these conditions;

“the Software” means Athens and the Gateways;

“Sub-Administrator” means a person for whom an Athens sub-administrator account is created and who performs or is authorised to perform any of the functions of the Athens Administrator on their behalf;

“Supplier” means an online supplier of goods and/or services which uses the Software to authenticate certain attributes about your Users to determine whether they qualify for discounts or promotions when purchasing those goods and services from a Supplier’s Site;

“Supplier’s Site” means the web-site of a Supplier which uses (and is entitled to use) the Software to authenticate Users and from which you have permitted your Users to purchase or seek to purchase goods or services using their User accounts to authenticate their entitlement to do so;

“User” means an individual within your Organisation to whom a User account is or has been allocated and “Users” means all such individuals

“User account” means an Athens user account allocated to an individual for the purposes of enabling that individual to use the Software to access Resources and if applicable, purchase goods or services from a Supplier’s Site;