

Young Enterprise

Trading Station ING Iterprise Website Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

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Our site available at www.ye-tradingstation.org.uk (including our Trading Station platform available on our site) ("our site") is a site operated by Young Enterprise, a charity registered in England and Wales ("we", "us", "our"). We are an educational charity which engages with young people to harness their personal and business skills and to encourage enterprise. Our charity registration number is 313697 and our registered office is at the Coram Campus, 41 Brunswick Square, London, WC1N 1AZ. We are regulated by the Charity Commission. To contact us, please email ye-tradingstation@y-e.org.uk.

1. These Terms of Use

These Trading Station Website Terms of Use set out the terms and conditions which apply when you access or use our site. These terms of use apply to all users of, and visitors to, our site, including all students and customers who register for or use our Trading Station platform to seek to purchase, sell or supply any products or services.

You must read these terms of use carefully before you access or use our site as these terms of use form a legal contract between you and us and contain important details about your and our legal rights and obligations.

By using our site, you confirm that you have read these terms of use and that you agree to be bound by them. If you do not agree to comply with these terms of use then you must not access or use our site.

We recommend that you print a copy of these terms of use for future reference. These terms of use are subject to change at any time, effective upon posting on our site. The access to or use of our site after such posting will constitute your acceptance of and agreement to such changes. Therefore, you should frequently review these terms of use to see if they have changed. If there is any part of these terms of use that you do not understand, please ask us for clarification.

You are also responsible for ensuring that all persons who access or use our site through your internet connection are aware of these terms of use and other applicable terms and conditions and policies, and that they comply with them.

2. There are other terms that may apply to you

These terms of use refer to the following additional terms and conditions and policies, which also apply to your access to and use of our site:

- our <u>Trading Station Terms and Conditions</u>, which apply if you register for an account on our Trading Station platform and/or if you use our Trading Station platform to seek to purchase, sell or supply goods or services;
- our <u>Trading Station Acceptable Use Policy</u>, which sets out the permitted uses and prohibited uses of our site. When accessing or using our site, you must comply with this acceptable use policy;
- our <u>Trading Station Privacy Notice</u>, 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; and
- our Trading Station Cookies Notice, which sets out information about the cookies on our site.

3. We may make changes to our site

We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities.

4. We may suspend or withdraw our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for any reason, including business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

5. Our site is only for users in the UK

Our site is directed to people residing in the United Kingdom. We do not represent, warrant or guarantee that content available on or through our site is appropriate for use or available in other locations.

6. How you may use content on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the content published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not modify the paper or digital copies of any content you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors or licensees) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to access and use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with our <u>Trading Station Acceptable</u> <u>Use Policywww.ye</u>.

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

If you wish to complain about content, information and materials on our site, or if you wish to link to or make any use of content on our site other than that set out above, please contact us at yee.org.uk.

7. Uploading content to our site

Where you contribute content, material and information to our site and whenever you make use of a feature that allows you to post or upload content to our site or make contact with other users of our site (including interactive areas such as messaging functions, opportunities to provide reviews and other communication facilities and features which allow the listing of product and services) you must comply with the content standards set out in our Trading Station Acceptable Use Policy and ensure that the content which you post or upload it is relevant and proper for the applicable forum or area of our site.

You warrant that any such content complies with those standards, and you will be liable to us and indemnify us for any breach of this warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty and you must reimburse us for this.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any content which you post or upload to our site (including forum posts, reviews and listings) if, in our opinion, your content does not comply with our content standards.

You are solely responsible for securing and backing up your content, and ensuring you have all the rights you need to post or upload that content.

Any content you post or upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute your content, including, but not limited to, all images, videos, musical works and text. The rights you grant in this licence are for the limited purpose of operating, promoting and improving our site, our Trading Station platform and/or any of our Young Enterprise programmes (including but not limited to Company Programme, Start-Up Programme and Team Programme), and making them available to others.

8. We are not responsible for content uploaded by others

Our site contains feature that allows you and other users to post or upload content to our site or make contact with other users of our site (including interactive areas such as messaging functions, opportunities to provide reviews and other communication facilities and features which allow the listing of product and services).

We will not be responsible for any content, information or materials posted by users on our site. Any such content has not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

9. We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

10. We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site.

You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to access and use our site will cease immediately.

11. Our responsibility for loss or damage suffered by you

Nothing in these terms of use excludes or limits our liability in case of fraud, fraudulent misrepresentation or gross negligence, for death or personal injury arising from our negligence, or any other liability that cannot be excluded or limited by English law.

Different limitations and exclusions of liability will apply to liability arising as a result of the purchase, sale and supply of any products or services via our Trading Station platform, which will be set out in our Trading Station Terms and Conditions.

Subject to the above, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

- access to or use of, or inability to access or use, our site; or
- use of, or reliance on, any content, materials or information on our site.

Subject to the above, we exclude all implied conditions, warranties, representations or terms that may apply to our site or any content, materials or information on it and we shall not be liable to you for:

- any indirect, consequential, special or punitive loss, damage, costs and expenses;
- loss of profit;
- loss of business;
- loss of reputation;
- depletion of goodwill; or
- loss of, damage to or corruption of data.

Access to and use of our site is entirely at your own risk. Our site is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of

merchantability, fitness for a particular purpose and non-infringement. You acknowledge that access to and use of our site will not be uninterrupted or error free.

12. Which country's laws apply to any disputes?

These terms of use are governed by English law. Both you and us agree that any proceedings brought under these terms of use will be subject to the non-exclusive jurisdiction of the English courts.

13. Our trade marks are registered

The following are UK registered trade marks of Young Enterprise:

Young Enterprise Young Enterprise Company Programme Young Enterprise Team Programme Young Enterprise Start-Up Programme YE Trading Station

YE Logos



You are not permitted to use them without our approval.