



## TERMS AND CONDITIONS

v1 September 2019

### 1. Use of these Web Conditions

- 1.1. These general Terms and Conditions ('Web Conditions') set out Your rights and obligations, and those of the GRN in relation to this website and its Content (as defined below).
- 1.2. We reserve the right to reject any Membership Application.
- 1.3. These Terms and Conditions may be amended from time to time, and Members will be notified when they are.
- 1.4. These Web Conditions and the Membership Application and any Additional Terms and Conditions will make up Your Agreement ('Agreement') with Us.
- 1.5. You agree to these Terms and Conditions every time You access any part of the Site or make use of any of the Content or the GRN's services.

### 2. Meanings

- 2.1. Certain words used have the meanings given below:
- 2.2. 'Content' includes, but is not limited to, all text, graphics and images that appear on the Site, and the design, look and feel of the Site itself.
- 2.3. 'Intellectual Property Rights' means: -
  - a) design rights, know-how, logos and work produced under the auspices of the GRN (whether registered or not);
  - b) any trade, brand or business names and any distinctive sounds used to differentiate the goods and services of a business;
  - c) utility models;
  - d) copyright (including all such rights in computer software and databases);
  - e) moral rights;
  - f) any rights or forms of protection of a similar nature to any of the above and having equivalent or similar effects to any of them, and
  - g) all or any other intellectual or industrial property rights whether or not registered or capable of registration in each case whether subsisting now or in the future in any part of the world and including all applications and rights to apply for any of such rights together with all or any goodwill relating to such rights.
- 2.4. 'GRN' means The Global Research Network, 3 Greenfield Cottages, Gordon Road, Canterbury United Kingdom CT13PN (registered business 8093242371).

2.5. 'Personal Information' means the information that You provide in Your Membership Application, that We obtain from You and that We have regarding the progress of Your application if any. You may request a change to Your Personal Information according to the terms of our Privacy Policy.

2.6. 'Site' means this website.

2.7. 'Third Party Content' means the material on the Site or accessed through the Site that is controlled by parties other than the GRN.

2.8. 'Us' and 'We' refers to the owners and workers at the GRN.

2.9. 'You' and 'Your' means the person entering the Agreement or accessing the Site as the case may be.

### **3. Accuracy of Content**

3.1 The Site and Content is provided for Your general information only; We advise that, although the GRN makes every effort to maintain the accuracy of information on the Site, Content may not be accurate and complete and is provided 'as is'. Therefore You should not plan to do, or refrain from doing, something in reliance upon Content without first checking the accuracy of the relevant Content by some other means. All such information on this site is necessarily subject to change, sometimes at short notice.

### **4. Third Party Content, 'Partners' and Links from the Site**

4.1. We are not responsible for the content of third party sites linked to the Site or for Third Party Content. They are independent of Us, and their content is not endorsed or approved by Us, even where the third party in question is stated to be a 'partner' of GRN.

4.2. We have 'partners'; persons (corporate or otherwise) with whom we have developed affinity products specifically to support the GRN. If You agree to purchase goods or services offered on or through 'partners' or third party sites, or if You agree to work with 'partners or third parties', the resulting agreement will be entirely between You and the 'partner' or relevant third party; We shall not be responsible for any loss or damage (including, but not limited to, any direct, indirect, special, incidental or consequential damage (including the loss of profit)) relating to purchase from or work undertaken with 'partners' or third parties that are featured in or linked to the Site.

### **5. Contact Between Us**

5.1. You are responsible for ensuring that Your instructions (including all the details We may require to carry out Your instructions) and any information You give to Us are accurate and complete. We shall not be liable for any loss or damage You suffer if they are in any way inaccurate or incomplete and Our records will be conclusive evidence of Your instructions unless We agree otherwise. We may in Our absolute discretion refuse to carry out any instruction or reverse any action taken by Us in response to any instruction.

### **6. Privacy Policy and Use of Your Personal Information**

Our Privacy Policy is held separately on the Site, near the bottom of each page.

## **7. Intellectual Property**

7.1. Our Site and the Intellectual Property Rights in the GRN Content are owned by or licensed to Us.

7.2. Certain names, words, images or logos identifying Us and the products and services featured in the Site are the trademarks of the GRN. Certain other names, words, images or logos may constitute trade names or unregistered trademarks of the GRN.

7.3. The names and logos of third parties mentioned in the Site or in the Third Party Contents may be the trademarks, trade names or unregistered trademarks of those third parties. In the event that You own Intellectual Property that appears on the Site without Your written consent please notify Us.

7.4. You may view, print, download or store temporarily extracts from the Site for Your own personal reference or for the purpose of applying to Us to access or use the products and services featured on the Site. No other use (including, without limitation, the alteration, deletion, utilisation or extraction) of the content and materials featured on the Site is permitted without Our written permission. Otherwise than as provided, the Site cannot, whether in whole or as to any part, be copied, reproduced, distributed or transmitted in any medium (including, without limitation, by the internet) without Our written permission.

7.5. Where downloads of third party software are made available on the Site, they are owned by the third party licensor in question, and will be subject to any Terms and Conditions applied by the relevant third party.

## **8. Linking to the Site**

8.1. You must not link to the Site for commercial purposes without our written agreement.

8.2. Other than as above, We encourage businesses and others to link their sites to the Site. However, if You wish to establish a link to the Site or any of its Content, we require that the link does not open within a frame-set of another website.

## **9. Access to GRN Internet based Services and Products**

9.1. In parts of the Site You may be enabled to interact with other users or with Us, through (for example) message boards and email. You must ensure that any such interaction by You or through Your email address will not:

9.1.1. be capable of infringing the Intellectual Property Rights or other rights of any person;

9.1.2. breach any applicable law or regulation; or

9.1.3. be perceived as inappropriate for the Site, offensive or misleading.

9.2. We may remove any postings or other interaction at our entire discretion.

9.3. We have no obligation to monitor, censor or edit the content of any material transmitted or received by You or other users of the Site. You are responsible for the content of any material You transmit.

9.4. 'Equipment' means all such compatible equipment, software and communications lines (including any public communication lines) required by You to properly access the Site.

9.5. You are responsible for obtaining and maintaining Your Equipment and for ensuring that it is compatible with the Site. We have no responsibility or liability with respect to Your Equipment.

9.6. We may change the minimum specification required to access the Site at any time. We shall notify You of such a change by placing a general message on the Site or through amendment of these Web Conditions. We shall not be liable to You if any such change in specification results in Your Equipment becoming incompatible with the Site or becoming unable to perform, within the Site, all of the functions previously performed.

9.7. You will be responsible for the cost of all charges You incur in accessing and using the Site.

9.8. We cannot guarantee the speed with which You will be able to access and use the Site (as it will depend upon factors such as the specification of Your Equipment and the number of people using the Site) or that You will have uninterrupted or continuous access to the Site.

9.9. You must not:

9.9.1. introduce or attempt to introduce any virus or any other contaminant to the Site or any of Our computer systems;

9.9.2. in any way attempt to access, alter, de-compile, reverse engineer, destroy or otherwise tamper with any part of the Site or any of Our computer systems;

9.9.3. interfere with the use of another person's access to or use of the Site;

9.9.4. obtain access to information relating to another person which is on Our computer system;

9.9.5. use or attempt to use the Site or any of Our computer systems for any unlawful or immoral purpose.

9.10. We may suspend or terminate Your access and use (in whole or in part) of the Site at any time with or without notice.

9.11. You are responsible for getting an appropriate connection with a telecommunications provider in order to access the Site.

9.12. We shall control, direct and establish technical procedures for using the Site (and We may vary them from time to time). You must follow Our instructions and adhere to Our procedures as given on the Site when using any the GRN web-based service.

9.13. You must ensure that any material and / or information downloaded or otherwise obtained through the use of the Site is at Your own discretion and that You will be responsible for any damage to Your Equipment or loss of data that results from the download of such material and / or data.

9.14. We shall use reasonable endeavours to keep the Site free from viruses and corrupt files but We do not warrant that the Site is free from infection by viruses or anything else with contaminating or destructive properties. We recommend that You 'virus check' all information sent to You by Us. We shall not be liable for any corrupt information sent to You by Us or for any corrupt information You send to Us.

## **10. Complaints**

10.1. If You have a complaint about the Site please email Us.

10.2. If You have a complaint about the Agreement please email Us.

## **11. Liability**

11.1. We shall not be liable to You for any loss or damage (other than that which cannot by law be excluded) You may suffer (irrespective of whether it arises due to Our failure, error or delay) as a result of:

11.1.1. Our having acted upon Your instruction or following receipt of any information from You;

11.1.2. Any misuse or abuse of the Site by You or anyone else;

11.1.3. Your Personal Information having been disclosed to someone else (other than due to Our having so disclosed it);

11.1.4. Our being unavailable for whatever reason.

11.2. We shall not be liable to You in any circumstances for any loss or damage (other than that which cannot by law be excluded) that:

11.2.1. is not direct;

11.2.2. is beyond Our reasonable control; or

11.2.3. We could not reasonably foresee.

11.3. Any liability We may have to You will be limited to the actual amount of any loss or damage You incur or suffer.

11.4. We regularly update the Site. However, We do not warrant that the content of the Site or the products and services featured are available (either as featured or at all). The content of and the products and services featured in the Site are subject to change at any time without notice.

11.5. You will be liable to Us for (and agree to indemnify Us against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have:

11.5.1. acted fraudulently;

11.5.2. been negligent;

11.5.3. misused or abused the Site;

11.5.4. breached Your Agreement with Us.

11.6. You will be liable for any loss even if the instructions were not given by You except:

11.6.1. in the case of a fraud to which You were not a party (unless You have failed to make any required notification);

11.6.2. if You are able to prove a relevant failing on Our part; or

11.6.3. We have acted in error.

11.7. We shall not be liable for any errors or delay or failure if this is due to anything beyond Our control; for example:

11.7.1. industrial action;

11.7.2. fire, flood, explosion, act of God, governmental act;

11.7.3. the failure, directly or indirectly of any power supply, machine, data processing system, data transmission link, or telephone link;

11.7.4. a Card not being accepted by a retailer, terminal, cash machines or otherwise, for whatever reason.

11.8. Each of these conditions is separate from all other conditions, so that if one condition is found to be void or otherwise unenforceable it will not affect the validity of any of the others.

11.9. If We do not enforce any of the rights We have under this Agreement, or if We delay in enforcing them, that does not prevent Us from taking any action to enforce Our rights in the future.

11.10. Upon termination of Your Agreement Terms and Conditions in the Web Conditions and Additional Terms and Conditions that are capable of continuing to apply will do so.

11.11. The Agreement and the Web Conditions will be governed by, and its terms construed in accordance with, the laws of England and the Courts of England will have exclusive jurisdiction over any disputes arising from the Site.

## **12. Termination of Membership**

12.1. If You do not pay any Membership dues, your profile and access to the Site will be suspended.

12.2. In the event that You terminate your membership early, any fees paid for the year will not be refunded. Any fees paid in advance for years greater than the current membership year will be refunded.

12.3. We reserve the right to terminate Your Membership if there have been complaints about You by other Members, or if Your activities on the Site contravene Our rules.

## **13. Think Tanks**

13.1. Upon application, we will process Your request to become an Associate of the Think Tank.

13.2. We reserve the right to reject Your request, which we will do if there is no suitable programme for You to join.

13.3. We reserve the right to take You out of the Think Tank if You are not engaging in discussions or collaborating on a project, or if You have not logged into the forum for more than two months.

## **14. Writing Groups**

14.1. We will attempt to allocate You to a suitable writing group as soon as possible. As the groups meet once a month, please note that You may end up waiting for two months until Your first writing group meeting.

14.2. In the event that You wish to change groups, We will endeavour to assist, however, We cannot give guarantees that there will be a suitable alternative group available immediately. There may be a waiting period.

14.3. We reserve the right to stop Your access to Writing Groups where You do not fulfil the minimum requirements of attending at least 8 out of 12 meetings per year; circulating Your draft work one week prior to the meeting, and participating in the feedback process for the other members of Your work.

## **15. Purchase of Additional Services and Products**

15.1. If You purchase additional services or products (such as a feature article), payment is required in advance and refunds will not be provided unless:

15.1.1. The product is not or cannot be delivered within a reasonable period of time.

15.1.2. The product is of a quality significantly inferior to that advertised (e.g. feature articles currently on the Site, etc.)

15.2. In the event of extenuating personal circumstances, we will consider postponing the delivery of the service or product.

## **16. Discounts on Membership**

16.1. If You refer someone who joins the GRN, you will receive a 10% refund on Your current membership fee, as well as 10% off Your next annual membership fee, up to a maximum of three successful referrals per year).

