

Experience Exchange Ltd Terms and Conditions

Last updated: 24th November, 2013.

Please read the following terms & conditions carefully. They contain important information about your rights, responsibilities & remedies and will form the basis of the contract under which we will provide you with certain accesses and services. By registering for, or using the Experience Exchange website, you agree to be bound by these conditions.

The Website at **www.exp-exchange.com** is owned, operated and controlled by Experience Exchange Ltd, a company registered in England & Wales. Company Registration No 07625827: Registered office 47, Fitzroy Crescent, Woodley, Berkshire, RG5 4EX.

1. Introduction.

By clicking "Register" (or "Sign In" or similar), you acknowledge that you have read and understood the terms and conditions of this agreement and that you agree to be bound by all of its provisions. If you do not agree with any part of these conditions, please do not visit or use the website.

If you decide to enter into a transaction on our website, additional terms and conditions may apply, and, in the event of any conflict, those additional terms and conditions will prevail.

If you are using Experience Exchange on behalf of a company or other legal entity, you are individually bound by this agreement even if your company has a separate agreement with us.

If you do not want to register an account and become an Experience Exchange member, please do not accept these terms & conditions, do NOT click "Register" and do not attempt to access or view any of our web pages or services.

2. Age Limit.

You must be at least 11 years of age or older to use the site. Users under the age of eighteen (18) will be required to identify a parent or legal guardian who must give express permission for the minor to create an account and use the services, who assumes responsibility for the appropriate use by the minor of the website and/or services, and who has access rights to view communications between the minor and other users through the internal mail system.

We provide and signpost (via third parties) products and services intended for adults and minors alike, therefore you must ensure that any content you provide is acceptable for viewing by members who might not be adults.

3. Registration Information

If you register on the website, you must provide your real name, address, age and email address. You must ensure that all registration information you give us is complete, accurate and truthful and that you keep such information up to date at all times. We reserve the right to reject any registration and to refuse service to anyone for any reason, in our sole and absolute discretion. We reserve the right to terminate your account immediately and without notice to you at any time and for any reason, including, without limitation, if you provide false or incorrect information when you register, or at any time subsequently. Currently, we do not charge a fee for registering for standard services on the website. However, we do charge for premium services to which you may choose to subscribe. We reserve the right to change our pricing policy at any time in the future.

4. Account Activation

Shortly after you have accepted and agreed to these conditions, you will be sent an activation email to the address you provide during the registration process. Until and unless you respond to the instructions in this email, your account will not be activated to enable you to access the password-protected sections of our website. If you receive an activation email when you believe that you did not register for membership, or you believe that your email address may have been compromised, please notify us immediately at info@exp-exchange.com.

5. Your Password.

You must not disclose your password to any other person. It is your responsibility to remember and protect your password. Remember that you are responsible for all activities and interactions undertaken within your account, and as such should never allow use of your account by someone else, nor should you use someone else's account, username or password without permission. You must notify us immediately if you discover any unauthorised use of your account or password, or any other breach of security.

6. Access

You shall not access or use our website by means of any automated program, expert system, electronic agent or 'bot,' and shall not give any person or entity access to our website. Unless expressly permitted by these terms, you shall not, either manually or by the use any automated program, system electronic agent or 'bot' interrogate the site, gather, extract, download or otherwise assemble any data relating to any members, activities, interactions, usages and/or statistics.

7. Privacy

Our [Privacy Policy](#) sets out how we use your personal data. You should read and agree to it before accessing our website. By using the website you consent to the processing of your personal data for the purposes described in these conditions and in our [Privacy Policy](#).

8. Services

We provide standard and optional premium services. . By selecting a premium service you agree to pay Experience Exchange Ltd the monthly or annual subscription fees indicated for that service. Payments will be

charged on the day you sign up for a premium service and will cover the use of that service for a monthly or annual period as indicated. Premium service fees are not refundable.

We reserve the right to make changes and enhancements to our site and any or all of the services available on or through it at any time. We may discontinue our website or any or all of the services available through it at any time.

We do not guarantee that the site is available and free of bugs and other errors. We may suspend or limit all or part of our website or your access to it from time to time, for various reasons, including, but not limited to:

- (i) upgrades, maintenance or repairs ;
- (ii) equipment failure;
- (ii) network congestion;
- (iv) interruption or disruption to digital transmission; or
- (v) security reasons.

You acknowledge and agree that we are not liable for these periodic interruptions.

9. Intellectual Property

You acknowledge that Experience Exchange Ltd, our affiliates and licensors own all intellectual property rights in our property. You may not use our copyrights or trademarks, trade name, logo or any form of branding without our express written permission.

You will not post any content that infringes anyone else's rights or otherwise violates the law.

We reserve the right to remove any content or information that we believe violates this policy. If we remove content in line with this policy, and you believe we have done so in error, you may appeal the decision.

10. Prohibited Activity

You must not display, transmit or reproduce any portion of our site in any form, or by any means or exploit our website for commercial purposes without our express written permission which may be granted or withheld at our discretion.

You must not disable or circumvent any control feature nor interfere in any way with features which enforce limitations on use of our website. You must not tamper with, update or change any part of our website or attempt to interfere with how Our website works.

You must not assign or transfer by any means your rights of access to the website to any third party or unauthorised user.

You must not use the information of other users of our website for the purposes of unauthorised commercial communications of any kind including solicitation, advertising, unsolicited marketing, spam or harassment.

You must not, either manually nor by the use any automated program, system electronic agent, spiders, scrapers, robots or bots interrogate the site, access, use, search, gather, extract, copy, download, data mine or otherwise assemble any data relating to any members, activities, interactions, usages and/or statistics.

You must not introduce viruses, malicious code or any other form of malware into our website.

You must not bully, intimidate, harass or invade the privacy of any other user. You must not post any content that is offensive, unacceptable or damaging or that contains or includes hate speech, violence, racism, sexism, nudity, and pornography, references to banned substances or threatening behaviour of any kind.

You may not enable or allow the use of our website in contravention of any law, nor otherwise act in a fraudulent, illegal, malicious or negligent manner when using our website.

11. Information, Postings, Interactions, Content and Comments provided by you

All content posted by you, will be subject to the [Community Use Guidance Policy](#)

You must provide your real name and information, and affirm that the information you provide is accurate and up to date at all times. You will not deliberately falsify or over-state your academic, professional or other qualifications, nor falsely claim membership or affiliation with any other organisation including membership organisations.

Under certain circumstances, you may be asked to undergo a DBS (Disclosure & Barring Service – formerly CRB (Criminal Records Bureau)) check, and/or provide details of your DBS Certificate for verification (either manually or online). You are fully entitled to refuse such a request. You may, however, be excluded from certain types of activity and/or interaction if you are unable to or choose not to provide such a certificate. Please remember that this is ENTIRELY for the safeguarding of vulnerable groups, and if you do not wish to undergo a DBS check, there are many other activities you can undertake that do not require one. If you are in any doubt about the validity of a request for you to undergo a DBS check, please refer to the Gov.UK Guidelines <https://www.gov.uk/disclosure-barring-service-check>

You may not set up an Experience Exchange account if you are under the age of 11 (eleven).

Users under the age of eighteen (18) will be required to identify a parent or legal guardian who must give express permission for the minor to create an account and use the services, who assumes responsibility for the appropriate use by the minor of the website and/or services, and who has access rights to view communications and interactions between the minor and other users through the internal mail system.

You agree when interacting with the owner of any monitored account for any or all of your communications to be visible to the moderator.

Your account (dependent on the services to which you have subscribed) entitles you to send messages, post questions and use other agreed methods of communication, such as bidding on requests and offers. There is no obligation on any person to contact or to reply to general enquiries from you, nor for you to reply to general enquiries from any other person. You may post a request, an offer or a bid. You may withdraw or cancel a request, offer or a bid at any time prior to acceptance by another member. If your offer or bid has been accepted by another member, you are obliged to make all reasonable attempts to complete the interaction, and should agree the specific details for completion with the other member (such as a mutually agreeable date, time, location and duration) at the earliest possible opportunity. Should this not be possible, the interaction may be terminated by mutual agreement.

By submitting content or comments to our website (for example, by commenting on a blog, posting feedback or uploading any content including video), you grant to Experience Exchange Ltd unlimited, world-wide, royalty-free and non-exclusive rights to use, reproduce, modify, adapt and publish the content. This may include syndicating the material to selected third party social media and networking sites.

You are entirely responsible for the content of, and any harm resulting from any content you provide, regardless of its form. By making content available, you represent and take full responsibility to ensure that:

- You do not post any content that infringes anyone else's rights or is otherwise unlawful.
- The downloading, copying and use of the content will not infringe the proprietary rights of any third party.
- You have fully complied with any third-party licenses relating to the content.
- The content is free of and will not install any viruses, malware of any kind, or other harmful or destructive content.
- The content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites.
- The content does not further unlawful acts (such as phishing) or mislead users as to the source of the material.
- The content is not defamatory, obscene, offensive, unacceptable or damaging. Further that content does not contain or include hate speech, violence, racism, sexism, nudity, and pornography, references to banned substances or threatening behaviour of any kind and is not otherwise unlawful.

Remember that the content you submit becomes visible to any member who visits the site and will remain in the public domain indefinitely. Please check BEFOREHAND that what you're posting is accurate, meets all of our

conditions and does not breach any policy. Further, that it is something you are happy to be publicly associated with, both now and at all times in the future.

Experience Exchange Ltd operates a notice and take-down procedure regarding content and comments. Experience Exchange Ltd has the right to refuse or remove any content which, in the discretion of Experience Exchange Ltd is harmful, unlawful, offensive or objectionable, or otherwise violates policy. If you believe that any content does not comply with our policies, please [notify us immediately](#).

Disclaimer: The opinions expressed within comments are those of the author and are not necessarily the views or opinions of Experience Exchange Ltd. We do not endorse any comments posted on our website.

12. Endorsements

Experience Exchange Ltd will have no liability whatsoever to you or to any third party for your use of our website.

By linking to a non-Experience Exchange website or webpage, Experience Exchange Ltd does not represent or imply that it endorses such Website or webpage. You understand and agree that we do not approve or endorse any of the products, services or content which you access, offer to buy or buy or which is listed on or through our website, notwithstanding individual promotions.

We have not reviewed, nor can we review all of the material, including computer software, made available through the websites to which Experience exchange links, nor of those that link to Experience Exchange. Experience Exchange Ltd has no control over, nor can be held responsible for the contents or the use of non- Experience Exchange web sites.

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Experience Exchange Ltd disclaims any responsibility for any harm resulting from your use of non-The Experience Exchange Ltd websites.

13. Indemnity

The information, content and any other materials on Experience Exchange Ltd's website are provided 'as is'. You use our website, and the services and any online functionality or tools at your own risk. Experience Exchange Ltd makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Experience Exchange Ltd does not warrant or make any representations concerning the accuracy, likely results, or reliability of the advice obtained, or use of the materials on our website or otherwise relating to such advice and materials or on any sites linked to this site.

Experience Exchange Ltd advises you to make sure you are satisfied with the exact type and nature of the advice or services being offered by any provider. We also recommend that you independently check the qualifications of providers, as well as feedback and other endorsements.

Neither we, our affiliates warrant that the functions contained on our website and services will meet your requirements. You agree to indemnify and hold harmless Experience Exchange Ltd, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys fees, arising out of your use of the website, including but not limited to out of your violation of this agreement.

14. Suspension and/or Termination of Service

Experience Exchange Ltd, reserves the right to terminate, suspend or deny access to and use of our website to any individual or entity for any reason, including repeated breaches or violation of policy. Under these circumstances, all rights and licensed granted hereunder shall cease and Experience Exchange Ltd will have no obligation to provide a refund of any amounts or fees previously paid.

Further, policy violations that also constitute unlawful activities can and will be reported to the appropriate authority.

15. Governing Law & Jurisdiction

This agreement shall be governed by, and interpreted in accordance with, the laws of England and the courts of England and Wales shall have exclusive jurisdiction over all disputes (whether contractual or non-contractual) arising out of or in connection with this agreement

16. Notices

We will give you notices electronically, by emailing you or posting the notice on our website. You hereby consent to receiving notices and other communications from us in this manner and agree that such notices are “in writing”.

17. Miscellaneous

If any provision of these conditions is held to be unenforceable, it shall not invalidate any other provision, and these conditions shall remain in full force and effect.

Nothing in these conditions will be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. We are not an auctioneer, neither are we an intermediary between the provider and the receiver.

Any failure to enforce and right or to require the strict performance of these conditions shall not act as a waiver of our ability to do so in the future or in respect of any future breach.

18. Third Party Rights

Terms are not enforceable by any person who is not a party to these conditions, other than our affiliates, who shall be entitled to the same rights as us. Each affiliate shall be entitled to enforce these terms in its own right. We may vary the terms of these conditions to remove or vary the rights of our affiliates without requiring additional consent from them. We are not your fiduciary or trustee.

19. Changes to this Policy

We reserve the right, in our sole discretion, to modify, alter or otherwise update these conditions or any of our policies at any time for any reason. It is your responsibility to check this agreement periodically for changes. Your continued use of or access to the website following the posting of any changes to this agreement constitutes acceptance of those changes. Experience Exchange Ltd may also, at any time in the future, offer new services and/or features through the website (including, the release of new tools, services and resources). Such new features and/or services shall be subject to the terms and conditions of this agreement.