

## TERMS AND CONDITIONS OF USE

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These Terms apply to your use of this site. By using this site, you signify your acceptance of these Terms in return for which we will provide you with access.

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### 1. Definitions

- 1.1. “Content” means this Site and all materials, information, text, code, content, software, videos, music, sound, graphics, photographs, illustrations, artwork, names, logos, marks, formats, files, devices and links contained in it or linked to it;
- 1.2. “Information” means information and content inputted into the Site by you but does not include Personal Data as defined in the Data Protection Act 2018;
- 1.3. “Site” means the website; <https://ibos.rics.org/>
- 1.4. “User” means an individual who has registered to use the Site;
- 1.5. “you” and “your” means the individual User but also, as appropriate, any individual, firm or company associated with the User but only to the extent that such individual, firm or company was associated with the User at the time when the User registered to use the Site.

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- 2.1. Access to the Content and to the Site is free of charge but some areas of the Site are restricted to users who have registered their details with us. You must not use a false name or email or provide any false information nor impersonate another person when registering for use of the Site. If you have a password for registration, you shall not share or disclose it to any third party, nor allow any third party to use your password to gain access to the areas and services for registered users.
- 2.2. Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Policy available at <https://www.rics.org/uk/footer/rics-privacy-policy/>.
- 2.3. We may, without liability to you, disable your password, account and access to all or part of the Site at any time.

### 3. No reliance

- 3.1. This Site contains a self-assessment tool which enables the User to input data to score buildings against a variety of measures. Whilst we take steps to ensure the accuracy of the Content, we cannot guarantee or give any warranty as to its accuracy, timeliness or completeness. We have no responsibility for Content provided by third parties and are merely providing access to such Content to you. We have no obligation to verify the content of such Content nor to edit any such Content provided by third parties. We do not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any third party details.

3.2. Content and features may be added to and removed from the Site without notice. The Content included in the Site is provided for reference purposes only. The Content is not intended either as a substitute for professional advice or judgement or to provide legal or other advice with respect to particular circumstances.

3.3. Users should obtain independent verification or advice before relying on any Content in circumstances where loss or damage may result. Persons seeking to place reliance on the Content for any purpose whatsoever do so at their own risk and should be aware that various factors, including external factors beyond our control might necessitate material changes to the Content.

#### **4. No warranty**

4.1. This Site and its Content are provided "as is" excluding warranties of any kind, either express or implied, to the fullest extent permissible under applicable law. We accept no liability for functions contained on the Site and make no warranty that the Site will operate uninterrupted or error-free or that any defect will be corrected. We do not warrant that the site is compatible with your computer equipment or that the site or its server is free of errors, viruses, worms or "Trojan horses" and we shall not be liable for any damage you may suffer as a result of such destructive features.

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5.1. The Content is protected by copyright, trademarks and other rights of intellectual property owned by us or licensed to us. You may use the Content subject to the conditions set out in these Terms.

5.2. You may (a) copy, publish, distribute and transmit the Content; and (b) exploit the Content commercially and non-commercially in accordance with the terms of this licence. Where there is any onward provision of the Content to a third party you must not charge or imply that a fee is payable to be a User of the Site (although you may charge a fee for using the Site and Content on behalf of a third party).

5.3. You may not (a) to the extent valid under applicable law, decompile, reverse engineer, or disassemble any part of the Content; (b) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on any part of the Content or during the use and operation of any part of the Content or (c) use the Content (i) to violate applicable law; (ii) to send unsolicited messages, (iii) to interfere with the Content provided to others (iv) to collect or use personal or confidential information of others or (v) to gain or attempt to gain unauthorized access to other computers or devices.

5.4. If the Content allows the User to upload and distribute the User's own content, we reserve the right to limit the User's use of this feature if the bandwidth used by the User for such content significantly exceeds the bandwidth then being used by other similarly situated Users.

#### **6. Submission of Information**

6.1. If you submit Information to us, you agree to grant us a royalty free, worldwide, perpetual license to use, copy, distribute, publish, republish, store, archive, syndicate, sub-license, assign, transmit, adapt, edit, create derivative works from, perform, exercise publicity and copyright rights in relation to such Information (including any ideas, concepts or formats) in any manner and in any format and/or media.

6.2. In submitting Information to us, you warrant that you have the necessary rights and consents to provide the licence to us at clause 6.1.

6.3. We accept no liability for any Information or Content submitted by you or other Users and third parties. We do not vet or pre-screen any material that you or other Users and third parties have submitted to the Site. However, we reserve the right to remove, at any time and without reason or prior notice or any liability any Information submitted by you or other Users and third parties.

- 6.4. While we try to make sure that the Site is secure, we do not actively monitor or check whether Information submitted by you is confidential, commercially sensitive or valuable.
- 6.5. Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that Information submitted by you will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

## **7. Third party providers and links to the site**

- 7.1. The Site and/or any Content may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and you acknowledge that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into, and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Site.
- 7.2. Websites or pages which provide a link to this Site (other than other websites operated by us) have not been reviewed by us. We have no responsibility for the content of such websites or pages and accept no liability for any losses whatsoever that may be incurred as a result of any linking by the same.

## **8. Limitation of liability**

- 8.1. You acknowledge that your use of this Site and its Content is at your own risk.
- 8.2. Except for liability which we cannot by law restrict or exclude, we shall have no liability to you or any third party for any direct, indirect or consequential damages, loss of profits, or any other damages of any kind whether based on warranty, contract, tort (including negligence) or otherwise. Applicable law may not allow the limitation or exclusion of liability of certain damages, so this limitation or exclusion may not apply to you in its entirety.

## **9. Data protection and privacy**

- 9.1. Full details of the way in which we use cookies on the site and how we hold and process information from which we can identify you or any third party are set out in our Cookies Policy available at <https://www.rics.org/uk/footer/rics-privacy-policy/>.

## **10. Local laws and regulations**

- 10.1. This Site is not directed at persons in a jurisdiction where for any reason the Site's publication or availability is prohibited and any person for whom such a prohibition applies must not access the Site. Those who access the Site do so on their own initiative and are responsible for compliance with applicable local laws or regulations.

## **11. General**

- 11.1. These Terms (together with any modifications to them by us) form the entire agreement between the parties concerning your access to, browsing and/or use of the Site and the Content and supersede all prior agreements, arrangements, understandings and representations made between us (whether written or oral) concerning the Site and/or the Content.
- 11.2. Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind between us or to authorise either of us to act as agent for the other, and neither of us shall have authority to act in the name or on behalf of or otherwise to bind the other in any

way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 11.3. If the whole or any part of any provision of these Terms is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from these Terms and rendered ineffective so far as is possible without modifying the remaining provisions of these Terms and shall in no way affect the validity or enforceability of any other provisions.
- 11.4. No waiver by us of any breach of these Terms shall constitute a waiver of any other breach. No failure by us to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.
- 11.5. These Terms are not intended to create and shall not create any rights, entitlements, claims or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.6. These Terms and/or your use of the Site and/or the Content shall be governed by and construed in accordance with English law and the English Courts shall have non-exclusive jurisdiction to resolve any disputes which may arise.