



# Terms and Conditions

## The CiviQ Web Platform Terms of Use

### Introduction

Thank you for visiting CiviQ.Eu which is owned and operated by Aphelion Limited. Please read these Terms of Use very carefully as these Terms of Use, including any future modifications, govern your use of the CiviQ.Eu and constitute a legal contract between you and Aphelion Limited.

CiviQ.Eu (hereinafter referred to as "the CiviQ Web Platform") is a platform to create online consultation documents, participate in these consultations by making submissions, commenting, sharing and supporting others submissions where relevant, using text, links, profiles, audio, pictures, videos and other media (hereinafter referred to as "Material") appropriately. By registering with the CiviQ Web Platform or using or browsing the CiviQ Web Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. If you do not agree you may not use the CiviQ Web Platform and should close your account (see below).

### Privacy

Your privacy is very important to us. Please read our Privacy Statement to see how we collect, use and protect your personal information. We recommend that you read this before you use or register with the CiviQ Web Platform.

### Changes to these Terms of Use

We reserve the right to change, modify, add to, or delete portions of these Terms of Use at any time. When we do so we will notify you of such changes by a site-wide announcement. This will be visible on all pages for one week from the date of the changes. After that, it will remain on the terms of use page. Your continued use of the CiviQ Web Platform will constitute your binding acceptance of the change.

### Information Society Service Provider

You agree and acknowledge that CiviQ.Eu (Aphelion Limited) is an information society service provider, as defined in Directive 2000/31/EC and transposed into Irish law by the European Communities (Directive 2000/31/EC) Regulations, 2003 (S.I. 68 of 2003), and that it is not under any obligation to monitor the information which it transmits or stores. You agree and acknowledge that the CiviQ.Eu (Aphelion Limited) shall not be liable in respect of information which is hosted or cached by us or in respect of which we act as a mere conduit.

### Your use of the CiviQ Web Platform

#### *Representing a company or other entity*

If you are using the CiviQ Web Platform as a representative of a company or other entity (including, but not limited to Charity or Volunteer organisations, Student's Unions, Trade Unions, Academic Institutions, Chambers of Commerce, Departments of Government) you represent that you have the authority to enter into these Terms of Use on behalf of that company or entity, and agree that the terms "you" and "your" in this agreement refers to your company or other entity

### What you agree to when joining the CiviQ Web Platform

the CiviQ Web Platform is made available for your personal, non-commercial use only, except where otherwise authorised by Aphelion Limited.

It is your responsibility, bearing in mind the global nature of the Internet, to comply with all applicable laws which may apply to your use of the CiviQ Web Platform and to the material you post, including but not limited to those regarding acceptable content and online conduct. You agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

Failure to comply with all applicable laws or these Terms of Use may result in deletions of submissions and comments, suspension of posting privileges, and/or complete banning.

Aphelion Limited is committed to providing an open forum for discussion and debate. Please note that you are liable for the content of any Material you post on the CiviQ Web Platform. Aphelion Limited accepts no liability of any nature whatsoever for any Material posted on the CiviQ Web Platform by users. Any views or comments expressed in user posts are not necessarily the views of Aphelion Limited, any entity associated with it or any of its employees or agents. Aphelion Limited requires that you read these Terms of Use and our separate Guidelines before posting any Material on the CiviQ Web Platform.

Aphelion Limited is not responsible for and does not endorse the contents of user's posts or warrant the accuracy, truthfulness, legality or reliability of user's posts. You are entirely responsible for material which you post.

You agree to fully indemnify Aphelion Limited against all damages, claims, expenses, liabilities, claims and costs (including legal costs) which Aphelion Limited may suffer or incur in the event of any legal proceedings being brought against Aphelion Limited, in consequence of your posting Material. For the avoidance of doubt, the indemnity you give to Aphelion Limited is effective in respect of any and all legal proceedings including any and all possible causes of action that may result from any breach of these Terms of Use, the Comments Policy and/or applicable law.

We expect you to act responsibly in posting Material on the CiviQ Web Platform. You agree, through use of this service, NOT to use the CiviQ Web Platform to:

- post illegal Material
- treat others with disrespect
- defame, abuse, harass, stalk, threaten or otherwise violate the rights
- (such as rights of privacy and publicity) of others
- identify or speculate as to the identity of any anonymous or pseudonymous user
- solicit personal information from anyone under 18
- harm minors in any way
- solicit passwords or personally identifying information for commercial or unlawful purposes
- collect or store other users' personal data for purposes other than establishing contact that is reasonably expected to be welcomed by such other users
- attempt to gain unauthorised access to the the CiviQ Web Platform administrative areas or interface, to user accounts, computer systems or networks connected to the the CiviQ Web Platform site, through password mining or any other means
- post irrelevant Material, repeatedly post the same or similar Material or otherwise impose an unreasonable or disproportionately large load on the the CiviQ Web Platform servers or infrastructure
- post any unsolicited or unauthorised advertising, promotional content, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of commercial publicity
- post any abusive, harmful, vulgar, obscene, sexually explicit, indecent, profane, inappropriate, or racially, ethnically or otherwise objectionable Material, except where the content is appropriate to the content of the forum and you have been granted specific permission to do so and subject to our guidelines on said content
- post Material that contains violence, or offensive subject matter or contains a link to an adult website
- post Material in respect of any matter that is currently before the courts

- post Material that could be construed as scandalising the courts
- post Material that promotes or encourages illegal activity facilitate or encourage any violation of these Terms of Use
- post Material that infringes any patent, trade mark, trade secret, copyright, rights of privacy or publicity, or other proprietary right or intellectual property right of any party
- post Material that falsely expresses or implies that such Material is sponsored or endorsed by the CiviQ Web Platform
- post Material that contains software viruses or harmful programs including but not limited to, Trojan horses, worms, time bombs, cancel-bots, computer code, files or programs designed to interrupt, disrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- modify, adapt, translate, or reverse engineer any portion of the CiviQ Web Platform, or use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the CiviQ Web Platform, except as expressly authorised in writing by the CiviQ Web Platform
- reformat or frame any portion of the web pages that are part of the CiviQ Web Platform

### **You are responsible for your account and its details**

As part of the registration process, you will be asked to create a password and you will be responsible for all activities occurring under your username and for keeping your password secure. We strongly recommend you do not reuse a password which you also use elsewhere.

#### *Accounts and passwords*

Aphelion Limited reserves the right to log off or deactivate accounts that are inactive for an extended period of time. All user profile information will be stored for a minimum of 5 years.

Citizens can delete their user profile information at any time.

However any public submissions made by the citizen will remain permanently online in an anonymised format.

After a period of 5 years from registration, citizens can choose whether to

- Delete their profile from the service. When a citizen deletes their profile this deletes only the user profile and information. Submissions and comments are not deleted but are marked as anonymous.
- Maintain their profile on the website. Citizens maintain their profile and can continue to make submissions to consultations and can also see a record of their previous submissions and comments.

All comments and submissions made to the site will remain online indefinitely, but none of this content will be associated with individual citizens, beyond the 5 year retention period, unless those citizens choose to maintain the link between their profile and the content they have submitted. If citizens do not respond in a timely manner to these invitations, the default procedure is for their comments and submissions to be anonymised.

You will not create more than one personal profile. You may not share your account with anyone. You agree not to

provide any false information to Aphelion Limited or to create an account for anyone other than yourself without the express permission of that other person or entity. You agree not to use the account or password of another user and not to disclose your password to any third party. You agree to notify us immediately if you suspect any unauthorised use of your account or access to your password.

You may change your password or profile by following instructions on the site . Aphelion Limited will not be liable for any loss that you may incur as a result of someone else using or accessing your password or account, either with or without your knowledge.

You may be held liable for losses incurred by us or any other party as a result of someone else using or accessing your password or account if you have not taken reasonable steps to keep your password or account secure.

These Terms of Use, including, in particular, the indemnities contained herein, shall survive any suspension or termination of your account.

#### *Your interactions with other users*

Aphelion Limited has no obligation to verify the identity of any users when they are connected to the site or to monitor Material provided by them.

Please note that certain information (such as photographs) which you may choose to provide might reveal your gender, ethnic origin, nationality, religion and/or sexual orientation.

Aphelion Limited does not delete all posts from any member on request, so if you have publically posted identifying information about yourself within the content of a submission or a comment, then it will remain on the site.

#### **Our right to ban accounts or remove user privileges**

You can request CiviQ close your user account.

Closing your account means we will scramble your password, remove any email subscriptions or notifications you may receive. This process does not remove any posts you have made on the site.

To close your account, please email [help@civiq.eu](mailto:help@civiq.eu) . This process is irreversible and permanent.

These terms of use, including our proprietary rights, disclaimer of warranties, indemnities, limitations of liability, choice of law and choice of forum, and miscellaneous provisions shall survive any termination of your user privileges. Without limiting the foregoing, the following will lead to a suspension of your privileges on the CiviQ Web Platform:

- breaches or violations of these Terms of Use or other the CiviQ Web Platform guidelines
- requests by law enforcement or other government agencies unexpected technical issues or problems or
- extended periods of inactivity.

#### **Posting on the CiviQ Web Platform**

The content you post on the CiviQ Web Platform

You are solely responsible for your conduct and any Material that you submit, post, and/or display on the CiviQ Web Platform. You agree not to post Material contrary to these Terms of Use or any applicable law.

Because community standards vary and individuals sometimes may not comply with our policies and guidelines, in the process of using the CiviQ Web Platform, you may be exposed to content that you find offensive or objectionable. Users are encouraged to bring any Material they deem offensive or objectionable to the attention of CiviQ at [help@civiq.eu](mailto:help@civiq.eu) Material that they consider is objectionable.

You will be asked to give your reasons for wanting the Material removed.

Users are informed that if they deem Material to be defamatory or an infringement of their intellectual property

rights they should inform Aphelion Limited by emailing [help@civiq.eu](mailto:help@civiq.eu) You will be asked to give your reasons for wanting the Material removed.

Please note that Aphelion Limited's offices are open for business from 9am to 5.30pm Monday to Friday excluding national and public holidays in the Republic of Ireland. Any notifications received from users outside of the aforementioned hours will only be addressed upon the re-opening of Aphelion Limited's offices.

If another user defames, abuses, harasses, stalks, or threatens you or otherwise violates your rights on the CiviQ Web Platform please report the post to Aphelion Limited by emailing [help@civiq.eu](mailto:help@civiq.eu)

We reserve the right to take down Material that comes to our attention via a complaint or otherwise. Members who repeatedly flout our Community Standards Guidelines or these Terms of Use will be barred from joining discussions on the CiviQ Web Platform. You will not necessarily be notified when Material is removed or when you have been banned.

the Aphelion Limited reserves the right to immediately ban a user if there has been a serious breach of the Community Guidelines or these Terms of Use. All decisions in relation to these matters are carried out at the sole discretion of Aphelion Limited.

In accordance with the guidelines established by the Data Protection Commissioner from time to time, Aphelion Limited reserves the right to reveal your identity (or whatever information it knows about you) in the event of a complaint or legal action arising from any Material posted by you.

We may, but are not obliged to, remove or limit access to Material from any user which breaches these Terms of Use. You own all of the Material you post on the CiviQ Web Platform and we do not claim ownership of that Material. However, we need your permission to be able to display that Material and in some cases to modify it for best display – for different browsers, for our mobile site, and so on.

Consequently, by posting any Material on or through the CiviQ Web Platform, you grant Aphelion Limited a limited licence to use, modify, publicly perform, publicly display, reproduce, and distribute such Material. The licence you grant to Aphelion Limited is non-exclusive, royalty free and fully paid, sub-licensable, and worldwide. This licence applies only to use of the Material for the purpose of providing the the CiviQ Web Platform service. You also waive to the fullest extent permissible by law any moral rights in such Material. You are responsible for making sure that you have all rights to what you post, including the rights necessary for you to grant the licence above.

By posting any Material on the CiviQ Web Platform you represent and warrant that: (i) you own the Material posted by you or otherwise have the right to grant the licence above, and (ii) the posting of the Material does not violate the privacy rights, publicity rights, intellectual property rights, confidentiality, contract rights or any other rights of any person. You agree to pay all royalties, fees, or any other monies owing any person by reason of any Material posted by you to or through the CiviQ Web Platform.

From time to time we may seek to use users' Material for the purpose of advertising or marketing the CiviQ Web Platform. However we will not use your Material for this purpose without your prior express written permission.

Please do not post any information you are not happy to leave up indefinitely. In order to ensure that threads and conversations are not disrupted, we do not generally remove Material which is uploaded to the platform.

Consequently, you agree that your Material displayed on the CiviQ Web Platform may continue to appear on the CiviQ Web Platform, even after you have terminated your user privileges or have had your user privileges terminated by Aphelion Limited.

However, we understand that you may wish to remove certain types of original creative Material (such as your photographs, drawings, videos, short stories, architectural plans, poetry and the like) from time to time.

Consequently if for any reason you decide that you no longer wish to have your original creative Material displayed on the CiviQ Web Platform then upon written request from you, Aphelion Limited will delete it provided that this does

not have a significant negative impact on the structure of the thread it features in.

Please note that deletion of original creative Material applies only to Material you have uploaded to the CiviQ Web Platform. If you have posted a link on the CiviQ Web Platform to Material hosted elsewhere (such as Flickr or YouTube) then as Aphelion Limited is not the host you will have to contact that other site to have that Material deleted.

We cannot guarantee that other users will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, you must not post it on the CiviQ Web Platform. We are not responsible for a user's misuse or misappropriation of any content or information you post on the CiviQ Web Platform.

### *Defamatory Content*

the CiviQ Web Platform Limited operates on a "notice and takedown" basis. If you believe that any content on the CiviQ Web Platform contains a defamatory statement, please notify the Aphelion Limited immediately by emailing [help@civiq.eu](mailto:help@civiq.eu). Once this notification has been received, Aphelion Limited will use all reasonable endeavours to remove the defamatory content complained about within a reasonable period of time.

Please note that Aphelion Limited's offices are open for business from 9am to 5.30pm Monday to Friday. Take down requests received outside of the aforementioned hours will only be addressed upon the re-opening of Aphelion Limited's offices.

Content infringing Intellectual Property Rights.

Aphelion Limited operates on a "notice and takedown" basis. If you believe that any content on the CiviQ Web Platform infringes your intellectual property rights, please notify Aphelion Limited immediately by emailing [help@civiq.eu](mailto:help@civiq.eu). Once this notification has been received, Aphelion Limited will use all reasonable endeavours to remove the infringing content complained about within a reasonable period of time.

### **Feedback, suggestions and submissions about the CiviQ Web Platform**

From time to time users contact us with feedback, suggestions and submissions about the CiviQ Web Platform and how to improve the site and services we offer. Aphelion Limited welcomes your input, and the following terms ensure that we can use your contributions to improve the CiviQ Web Platform.

You do not have to submit anything to Aphelion Limited about the CiviQ Web Platform, but if you do you acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or any other submissions to Aphelion Limited which may improve our products, services, or offerings shall become the property of Aphelion Limited unless otherwise agreed by Aphelion Limited.

By making a submission to the Aphelion Limited about the CiviQ Web Platform, you grant a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sub licensable, fully paid up and royalty-free right to Aphelion Limited to copy, prepare derivative works from, improve, distribute, publish, remove, retain, add, and use and commercialise, in any way now known or in the future discovered, anything that you submit to Aphelion Limited, without any further consent, notice and/or compensation to you or to any third parties.

If you do not want to grant Aphelion Limited the rights set out above, please do not make submissions to Aphelion Limited about the CiviQ Web Platform.

### **Links to and content of third party sites**

#### *Links to other websites*

the CiviQ Web Platform contains links to other websites operated by third parties over whom Aphelion Limited has no control. Such links are provided for your convenience only and Aphelion Limited accepts no responsibility or liability

in respect of the content or use of other websites. Such links do not amount to an endorsement or recommendation of these sites by Aphelion Limited. Aphelion Limited does not exercise any control or supervision over the content of these linked sites.

Aphelion Limited is not responsible for the content or accuracy of or for the opinions expressed in these third party websites and these websites are not investigated, monitored or checked for accuracy or completeness by Aphelion Limited.

Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. The fact that these links appear does not mean that Aphelion Limited endorse these third party sites or services.

If you do decide to leave the the CiviQ Web Platform site and access third party sites you do so at your own risk. Third party sites linked via the the CiviQ Web Platform site are not covered by these Terms of Use. You should not assume that these third party websites will abide by the same Privacy Statement to which Aphelion Limited adheres to.

### *Third Party Content*

The inclusion of any content from other sites, either quoted directly or linked to ("Third Party Content") on the CiviQ Web Platform does not imply any affiliation or endorsement of such Third Party Content by Aphelion Limited.

You understand that by using the CiviQ Web Platform you may be exposed to Third Party Content that is offensive, indecent or objectionable.

Because Aphelion Limited does not control third party sites, you agree that Aphelion Limited is not responsible for any such Third Party Content and that this is the sole responsibility of the person from which such Third Party Content originated, and Aphelion Limited have no obligation to monitor such Third Party Content.

Notwithstanding the foregoing, Aphelion Limited reserves the right, but shall have no obligation, to pre-screen, filter, remove, refuse to accept, post, display or transmit any Third Party Content in whole or part at any time for any reason or no reason with or without notice and with no liability of any kind.

### **Intellectual property**

All intellectual property rights in the website design, text, graphics, the selection and arrangement thereof and all software vest in Aphelion Limited unless otherwise indicated. Aphelion Limited reserves all of its rights.

The above does not include Materials which are the property of customers or citizen users.

You acknowledge that all trade marks, trade names, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing; trade or business names; innovations, inventions whether or not capable of protection by patent or registration, registered design and topography rights; know-how, including data specifications, drawings and instructions; secret formulae and processes; rights protecting goodwill and reputation; database rights and rights under licences and consents in relation to such things, rights in the nature of unfair competition rights, and rights to sue for passing off and all rights or forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all copyright, trade marks and other intellectual property rights in and relating to the CiviQ Web Platform (collectively "Intellectual Property") are solely owned by Aphelion Limited.

You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, the Material at the CiviQ Web Platform without the written permission of Aphelion Limited.

### **Rights of Aphelion Limited**

#### *Our rights and responsibilities*

#### *Liability and accuracy:*

Aphelion Limited does not give any warranty or make any representation as to the accuracy or completeness of the information contained on the CiviQ Web Platform. Material posted on the CiviQ Web Platform not intended to amount to advice on which reliance should be placed. Aphelion Limited therefore disclaims all liability and responsibility

arising from any reliance placed on such Material by any user, or by anyone who may be informed of any of its contents. Although rigorous protocols are applied to the CiviQ Web Platform we do not make any warranty that the the CiviQ Web Platform is free from infection by viruses or anything else that has contaminating or disruptive properties. Under no circumstances shall we be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in electricity or other utility supply.

Aphelion Limited does not give any warranty or make any representation as to the identity of any user on the CiviQ Web Platform Any use of, or reliance placed on, any content or Materials posted to the CiviQ Web Platform by any user, or obtained by you through the CiviQ Web Platform, is at your own risk.

Users of the CiviQ Web Platform should satisfy themselves as to the accuracy, completeness and reliability of the information contained on the CiviQ Web Platform and, where applicable, as to the identity of other users.

Under no conditions and in no event shall Aphelion Limited be liable for any direct or indirect, incidental, consequential, special or exemplary damages or loss howsoever arising, (including but not limited to negligence or breach of these Terms of Use or otherwise) or for any loss of data, profit, revenue, goodwill or business howsoever caused even if that loss or damage was foreseeable by us, or the possibility of it was brought to our attention.

#### *Availability of service:*

Aphelion Limited may at its sole discretion and at any time, discontinue temporarily or permanently providing the CiviQ Web Platform, or any part thereof, with or without notice.

You agree that any termination of access to the CiviQ Web Platform under any provision of these Terms of Use may be effected without notice, and acknowledge and agree that Aphelion Limited may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the CiviQ Web Platform.

the CiviQ Web Platform may be temporarily unavailable from time to time for maintenance or other reasons. We accept no responsibility for any error, omission, interruption, deletion, defect, delay in transmission, communication line failure, theft or destruction or unauthorized access to, or alteration of user communications.

Where possible, we will use reasonable efforts to give users fair notice of technical difficulties or termination or suspension of their access to the CiviQ Web Platform. However you agree that Aphelion Limited shall not be liable to you or any third party for any inability to access the CiviQ Web Platform, termination or suspension of access to the CiviQ Web Platform or modification of the service provided by the CiviQ Web Platform.

#### *Indemnity and waiver*

You agree to indemnify, defend (at the request of Aphelion Limited), and hold harmless Aphelion Limited our investors, successors, assigns, subsidiaries, affiliates, co-branders, contractors, employees, servants, moderators, third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives, from and against any third party claim, demand, loss, damage, cost, or liability including reasonable legal expenses, made or brought by any third party due to or arising out of:

1. Your use of the CiviQ Web Platform or any part thereof,
2. The violation of these Terms of Use, our Privacy Statement, our Community Guidelines by you,
3. The infringement or misappropriation by you, or a third party using your computer, of any account or password to access and/or use the CiviQ Web Platform,
4. The infringement of any intellectual property rights of any person or entity.



You acknowledge that your use of the CiviQ Web Platform including any material downloaded or otherwise obtained through the CiviQ Web Platform is at your own discretion and risk and you agree to waive any right to bring any claim or action against Aphelion Limited, our investors, successors, assignees, subsidiaries, affiliates, co-branders, contractors, employees, servants, third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives for any loss, damage, costs or injury arising from such use.

#### **Entire agreement**

These Terms of Use our Privacy Statement and/or our Comments Policy make up the entire agreement between you and Aphelion Limited and supersede any prior agreement.

#### **No partnerships/joint ventures**

Nothing in these Terms of Use, our Privacy Statement and/or our Comments Policy shall be construed as forming a partnership or joint venture with you. No third party shall have the right or ability to create any obligation on our behalf.

#### **Governing law**

The agreement shall be governed by Irish law and you consent to the exclusive jurisdiction of the Irish courts in all matters regarding this agreement and your use of the CiviQ Web Platform.

#### **Severability**

If any provision of these terms of use is found to be void, invalid or unenforceable the remaining provisions will continue to be of full force and effect.

#### **No waiver**

Any amendment to or waiver of these Terms of Use must be in writing and signed by an authorised representatives of Aphelion Limited. Failure to enforce any provision of these Terms of Use shall not amount to a waiver of such provision.

#### **About Aphelion Limited**

Aphelion Limited is an Irish company Registered No. 518067

#### **Contacting Aphelion Limited T/A CiviQ.EU**

You can contact us at [info@civiq.eu](mailto:info@civiq.eu)