

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using the Company Connect Digital Platform at www.company-connect.org.uk ("Company Connect") as part of your participation in the company style programme or the start up programme ("Company Style Programme").

Who we are and how to contact us

<u>www.company-connect.org.uk</u> is a site operated by Young Enterprise (**We**). We are registered in England and Wales under charity number 313697 and have our registered office at Coram Campus, 41 Brunswick Square, London, WC1N 1AZ.

To contact us, please email info@y-e.org.uk

Who can register for and use Company Connect

You can only register for and use Company Connect if you are either enrolled on the Company Style Programme as a student, educator or co-educator, or if you have been appointed as a business volunteer or start up mentor by Young Enterprise, Young Enterprise Scotland or Young Enterprise Northern Ireland, as the case may be.

If you are a student, educator or co-educator, your educational institution will register you for an account on Company Connect. If you are a business volunteer, or start up mentor Young Enterprise will register you as such on Company Connect.

Only business volunteers or start up mentors appointed by Young Enterprise, Young Enterprise Scotland and Young Enterprise Northern Ireland, as the case may be, are permitted to access Company Connect. Any volunteers you engage with separately and invite to register as a volunteer on Company Connect will be removed from the site.

Product Approval

If you are a student enrolled on the Company Style Programme, you must obtain product and, or service approval through Company Connect prior to trading. Failure to do so will result in the products or services not being covered by the insurance provided by Young Enterprise, Young Enterprise Scotland or Young Enterprise Northern Ireland, as the case may be, and may result in you being removed from participation in the Company Style Programme.

By using Company Connect you accept these terms

By using Company Connect, you confirm that you accept these terms of service and that you agree to comply with them.

If you do not agree to these terms, you must not use Company Connect.

We recommend that you keep a copy of these terms for future reference.

You are not permitted to use Company Connect unless you are registered on the Company Style Programme.

There are other terms that may apply to you

These terms of service refer to the following additional terms, which also apply to your use of Company Connect:

- Our Privacy Policy https://www.young-enterprise.org.uk/policies, which explains how we collect, use and store your personal data.
- Our Cookie Policy https://www.company-connect.org.uk/, which sets out information about the cookies on Company Connect.
- The Company Style Programme Operating Framework https://www.young-enterprise.org.uk/policies which gives more information on how to use Company Connect for the Company Style Programme.



The educational institution that purchased your participation in the Company Style Programme is also subject to the Company Style Programme Terms and Conditions with Young Enterprise, Young Enterprise Scotland and Young Enterprise Northern Ireland, as the case may be.

Our Acceptable Use Policy also forms part of these terms and can be found at https://www.company-connect.org.uk/

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use Company Connect, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in September 2024.

We may make changes to Company Connect

We may update and change Company Connect from time to time to reflect changes to the Company Style Programme, our users' needs and our business priorities or to give you access to new features or functions and to enhance your experience of the Company Style Programme. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw Company Connect

Company Connect is made available as part of your participation in the Company Style Programme and we will use our reasonable endeavours to keep Company Connect up to date with details of events and other useful information throughout your participation in the Company Style Programme.

We cannot guarantee that Company Connect, or any content on it, will always be updated, or available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Company Connect for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access Company Connect through your internet connection are aware of these terms and other applicable terms, and that they comply with them.

We reserve the right to suspend your user account for Company Connect if we suspect:

- there has been unauthorised access to Company Connect via your user account;
- you have breached these terms of use;
- there has, in our opinion, been a misuse of Company Connect;
- or we otherwise deem it necessary.

If you are a student, educator or co-educator, you will also lose access to your user account on Company Connect when yours and your educational institutions participation in the Company Style Programme ends for whatever reason. If your participation in the Company Style Programme runs its normal course, this will mean your access to the Digital Platform will cease on 1st August that follows the date you started the Company Style Programme, or the nearest working day thereto.

If you are a business volunteer, or start up mentor, you will lose access to your user account on Company Connect when you cease being a business volunteer, or start up mentor with Young Enterprise, Young Enterprise Scotland or Young Enterprise Northern Ireland, as the case may be.

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.



Company Connect is only for users in the UK

Company Connect is directed to people residing in the United Kingdom. We do not represent that content available on or through Company Connect is appropriate for use or available in other locations.

You must keep your account details safe

When you are provided with, a user identification code, username, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code, username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of service.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@y-e.org.uk.

How you may use material on Company Connect

We are the owner or the licensee of all intellectual property rights in Company Connect, and in the material published on it, except where stated otherwise. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from Company Connect for your personal use during your participation in the Company Style Programme and you may draw the attention of others within your educational institution to content posted on Company Connect.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, other than as part of your participation in the Company Style Programme, 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) as the authors of content on Company Connect must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on Company Connect for commercial purposes, other than as part of your participation in the Company Style Programme, without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of Company Connect in breach of these terms of service, your right to use Company Connect will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms of service).

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to Company Connect or any services provided via, or in relation to, Company Connect for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process
 or methodology to access, obtain, copy, monitor or republish any portion of Company Connect or any
 data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.



The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

You shall not use, and we do not consent to the use of, Company Connect, or any data published by, or contained in, or accessible via, Company Connect or any services provided via, or in relation to, Company Connect for the purposes of developing, training, fine-tuning or validating any AI system or model.

This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Company Connect its content and any services provided in relation to the same are only targeted to, and intended for use by, individuals registered on the Company Style Programme and who are located in the United Kingdom. By continuing to access, view or make use of Company Connect and any related content and services, you hereby warrant and represent to us that you are located in the United Kingdom. If you are not located in the United Kingdom, you must immediately discontinue use of Company Connect and any related content and services.

Rules about linking to Company Connect

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 Company Connect in any website that is not owned by you.

Company Connect must not be framed on any other site, nor may you create a link to any part of Company Connect 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 our Acceptable Use Policy found at https://www.company-connect.org.uk/

If you wish to link to or make any use of content on Company Connect other than that set out above, please contact info@y-e.org.uk.

Our trade marks are registered

"Company Connect", "YE Trading Station", "Young Enterprise", "Young Enterprise Start-up Programme" and "Young Enterprise Company Programme" are UK registered trade marks of Young Enterprise. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under the 'How you may use material on Company Connect' section of these Terms of Use.

Uploading content to Company Connect

Whenever you make use of a feature that allows you to create content directly on Company Connect, upload or share content to Company Connect, or to make contact with other users of Company Connect, you must comply with the standards set out in our Acceptable Use Policy found at https://www.company-connect.org.uk/

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

We will consider any content you upload to Company Connect to be non-confidential and not protected by any trade mark, patent or copyright ("non-proprietary"), that is, in the public domain. You own your content, but you are required to grant us and other users of Company Connect a limited licence to use, store and copy that content and to distribute and make it available to others. The rights you license to us are described in this document.



We also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to Company Connect violates their intellectual property rights or their right to privacy.

We have the right to remove any posting you make on Company Connect if, in our opinion, your post does not comply with the acceptable use standards set out in our Acceptable Use Policy found at https://www.companyconnect.org.uk/

If you wish to contact us in relation to content you have uploaded to Company Connect and that we have taken down, please contact info@y-e.org.uk.

Rights you are giving us to use material you upload

When you upload or post content to Company Connect, you grant us a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote Company Connect or the service or the Company Style Programme forever.

User-generated content is not approved by us

Company Connect may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on Company Connect do not represent our views or values.

Do not rely on information on this site

The content on Company Connect is provided for general information only as part of your participation in the Company Style Programme. 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 Company Connect.

Although we make reasonable efforts to update the information on Company Connect, we make no representations, warranties or guarantees, whether express or implied, that the content on Company Connect is accurate, complete or up to date.

We are not responsible for websites we link to

Where Company Connect 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.

Any personal information you provide on a website that you have accessed via a link to a third parties site will be subject to their privacy policy. For example, if you are registered as a student on Company Connect, you will have access to a link to set up a current account with Equals Money UK Limited trading as Card One Money ("Card One Money") to assist you in managing the finances of your company during your participation in the Company Style Programme, and personal information you provide to Card One Money will be processed in accordance with their privacy policy which is available online at www.cardonemoney.com/privacy-policy.

We have no control over the contents of those sites or resources.

We are not responsible for viruses

We do not guarantee that Company Connect will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access Company Connect. You should use your own virus protection software.

You must not introduce viruses

You must not misuse Company Connect by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with Company Connect or



any part of it. You must not attempt to gain unauthorised access to Company Connect, the server on which Company Connect is stored or any server, computer or database connected to Company Connect or any other equipment or network connected with Company Connect. You must not interfere with, damage or disrupt any software used in the provision of Company Connect or any equipment or network or software owned or used by any third party on which this site relies in any way. You must not attack Company Connect 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 use Company Connect will cease immediately.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in the Young Enterprise Company Style Programme Terms and Conditions https://www.young-enterprise.org.uk/policies, or by Young Enterprise Scotland or Young Enterprise Northern Ireland, as the case may be.

If you are an educator, co-educator business volunteer or start up mentor, you are a business user and the following applies:

- We exclude all implied conditions, warranties, representations or other terms that may apply to Company Connect or any content on it.
- 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:
 - o use of, or inability to use, Company Connect; or
 - o use of or reliance on any content displayed on Company Connect.
- In particular, we will not be liable for:
 - o loss of profits, sales, business, or revenue;
 - o loss of use or corruption of software, data or information;
 - business interruption;
 - loss of anticipated savings;
 - o loss of or damage to business opportunity, goodwill or reputation; or
 - o any indirect or consequential loss or damage.

If you are a student, you are a consumer user and the following applies:

- We only provide Company Connect for use as part of participation in the Company Style Programme. You
 agree not to use Company Connect for any commercial or business purposes, other than as part of your
 participation in the Company Style Programme and we have no liability to you for any loss of profit, loss of
 business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our



advice to apply an update offered to you free of charge or for damage that was caused by you failing to have in place any minimum system requirements advised by us.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy https://www.young-enterprise.org.uk/policies.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of service, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of service, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.