These terms explain the terms upon which you may use the Vanilla community platform (to access Clue Connect) as a user authorised by us.

You should read these terms carefully before using the Software and Vanilla Services.

By accessing and/or using the Vanilla community platform or otherwise indicating your consent, you agree to be bound by these terms and the documents referred to in them.

If you do not agree with or accept any of these terms, you should stop using the Vanilla community platform, Software and Vanilla Services immediately.

1.1 Definitions

Confidential Information means information that is marked or identified as confidential or proprietary when disclosed or within thirty (30) days of disclosure, or that, under the circumstances, should reasonably be treated as confidential, including, without limitation, information (tangible or intangible) regarding technology, trade secrets, designs, technique, research and development, know-how, specifications, product plans, pricing, billing, customer and prospective customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, patentable ideas or patent applications, advertising or marketing suggestions, prototypes, other business and technical information or any other information that would reasonably be regarded as confidential, commercially sensitive or valuable;

Data means all personal data as defined under the UK GDPR, identification electronic data, or other information inputted or submitted by you to the Vanilla Services, except Publications;

Vanilla means Vanilla Forums ULC, BC (British Columbia) Unlimited Liability Company, Company Number C1303297, registered business address at 1700–1055 West Hastings Street, Vancouver, BC V6E 2E9;

Vanilla Services means the services provided by Vanilla to create, support, provide access to and use of a community platform, including without limitation the Vanilla Community Corporate community platform, with a range of different and personalisable functionalities, for internal business purposes;

Publications means any content or information published in the Vanilla Services by you, and visible to other users;
Software means the software provided by Vanilla (either by download or through the internet) that allows you to use any functionality in connection with the Vanilla Services;

We, us or our means Clue Computing Company Limited, company registration number 01715616 and the registered office of which is at Clue House, Petherton Road, Hengrove, Bristol, BS14 9BZ; and

You or your means the person or entity accessing or using the Vanilla Services.

2 Using the Vanilla Services

2.1 The Vanilla Services is for your internal business use only.

2.2 You agree that you are solely responsible for:

2.2.1 all costs and expenses you may incur in relation to your use of the Vanilla Services;

2.2.2 keeping your password and other account details (if applicable) confidential; and complying with our code of conduct here.

2.3 We may prevent, terminate or suspend your access to the Vanilla Services at any time as we see fit including if you do not comply with any part of these terms, any terms or policies to which they refer or any applicable law.

3 Submitting confidential or sensitive information to the Vanilla Services

3.1 Neither we nor Vanilla can guarantee the security of any information that you disclose, submit and/or publish on the Vanilla Services and therefore it may not be kept confidential. For that reason, you **MUST NOT** disclose, submit and/or publish to the Vanilla Services any Confidential Information or any other information that would reasonably be regarded as confidential, commercially sensitive or valuable.

3.2 Without limiting the foregoing, you **MUST NOT** disclose, submit and/or publish information that is special category data under the UK GDPR, or bank account numbers, insurance plan numbers, health or medical information, education records, and government issued identifiers (e.g. social security numbers).

3.3 You **SHALL** protect the confidentiality of any of our Confidential Information obtained by you in connection with your use of the Vanilla Services and you shall not disclose or use such Confidential Information in any way that is likely to harm or be detrimental to us, e.g. disclosing it to a competitor of ours or using it for your own business purposes (Confidential Information for these purposes excludes any information that must be disclosed under applicable law to a court of competent jurisdiction or any other legal or regulatory authority).

4 Restrictions on use

4.1 As a condition of your use of the Vanilla Services, you agree:

4.1.1 not to use the Vanilla Services for any purpose that is unlawful under any applicable law or prohibited by these terms and conditions of use, including (without limitation) to commit fraud, to harass, to create a false identity or to make misleading statements, to make attacks based on race or ethnicity or national origin, religion, sex, gender, sexual orientation, disability or medical condition, to gain unauthorised access to or use of computers, data, systems, accounts or networks, for the purposes of promoting unsolicited advertising or sending spam or duplicative messages;

4.1.2 not to use the Vanilla Services to distribute viruses or malware or other similar harmful software code, or to simulate communications from us or another service or entity in order to harvest information about users or to collect identity information, authentication credentials, or other information ('phishing');

4.1.3 not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;

4.1.4 to comply with the provisions relating to our and Vanilla's intellectual property rights and software contained in these terms.

4.2 As a condition of your use of the Vanilla Services, you shall not:

4.2.1 authorise any third party to access or use the Vanilla Services, nor make the Vanilla Services available to anyone else nor use the Vanilla Services in excess of any limitations set out by us or Vanilla;

4.2.2 give access to information in the Vanilla Services to a competitor of us or Vanilla;

4.2.3 directly or indirectly sell, resell, rent, distribute, sublicense , transfer or lease the Vanilla Services;

4.2.4 interfere with or disrupt the operation of our business, or the integrity or performance of the Vanilla Services or third-party services or data contained therein;

4.2.5 copy, modify, translate, adapt or make derivative works of the Software;

4.2.6 reverse engineer, disassemble, decompile or otherwise attempt to discover the source code of the Software;

4.2.7 access the Vanilla Services for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or

4.2.8 access or use the Vanilla Services in order to: (i) design, develop, build, market or support a competitive product or service; (ii) design, develop, build, market or support a product using similar ideas, features, functions or graphics of the Vanilla Services; or (iii) copy any ideas, features, functions or graphics of the Vanilla Services;

4.2.9 attempt to circumvent password or user authentication methods, or to hack or bypass security controls.

4.3 We shall monitor and/or moderate Publications (including monitoring for any harmful and/or unlawful content) to the extent required under applicable law. We will indicate via the Vanilla Services where you can report any Publications of concern to you. Alternatively, you can report any Publications of concern by emailing legal@cluesoftware.com. We cannot monitor private messaging between members.

4.4 We and/or Vanilla may remove or edit any Publications to any of the interactive services whether they are moderated or not.

5 Behavioural guidelines and publication standards

5.1 Any Publication or communication to users of our Vanilla Services must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. In particular, you warrant that any Publication or communication is:

5.1.1 your own original work and lawfully submitted;

5.1.2 factually accurate or your own genuinely held belief;

5.1.3 does not infringe third party rights, including without limitation intellectual property rights, and is provided with the necessary consent of any third party;

5.1.4 not defamatory or likely to give rise to an allegation of defamation;

5.1.5 not unlawful, offensive, abusive, threatening, harmful, vulgar, obscene, sexually explicit, discriminatory or deceptive;

5.1.6 is not content where its publication will result in a criminal offence being committed; and

5.1.7 unlikely to cause offence, embarrassment or annoyance to others;

5.2. to the extent not set out above, you must comply with the Vanilla acceptable use policy accessible at https://www.higherlogic.com/legal/acceptable-use-policy/, and Anti-Spam policy accessible at https://www.higherlogic.com/legal/anti-spam-policy/ as updated from time to time.

6 Use of your Data and Publications

6.1 You hereby grant Vanilla a non-exclusive, worldwide, royalty free, sublicensable licence to store, display, distribute, process, copy and use any Publications and your Data for the purpose of providing the Vanilla Services and generating Analytical Data as defined in Section 6.4 below.

6.2 Further , you hereby grant us a non-exclusive, perpetual, worldwide, irrevocable, sublicensable, royalty-free licence to store, display, distribute, process, copy and use your Data and Publications for the purposes of administering and operating the Vanilla Services, for improving and developing our products and services and for generating Analytical Data as defined in Section 6.4 below.

6.3 You shall be responsible for: (a) the consent, accuracy, quality and legality of your Data and Publications and of the means by which you acquired such Data and Publications; and (b) your compliance with applicable laws and government regulations when submitting Data and Publications, in particular the GDPR and UK GDPR.

6.4 Vanilla and Clue may generate and develop de-identified, aggregated information, data and statistics resulting from the analysis of Publications and/or your Data in connection with our operation and provision of the Vanilla Services and your usage of these, along with any associated databases, external data, calculations and other processes or tools used by us or Vanilla, (collectively, the "Analytical Data"). Nothing herein shall be construed as prohibiting Vanilla and us from using Analytical Data for Vanilla's and our business purposes.

6.5 You consent to our and Vanilla's use of your Data and Publications as set out above.

6.6 Nothing in clause 6.4 shall prevent us from answering your queries and/or processing any feedback that you may provide to us about the Vanilla Services on a non-anonymised basis.

7 Your privacy and personal information

7.1 External users. Any personal information that you provide to us will be dealt with in accordance with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information. Our privacy policy is available at https://www.cluesoftware.com/privacy-policy/.

7.2 Our employees. Any personal information that employees provide to us will be dealt with in accordance with our employee privacy policy (Privacy Policy – Employees, Workers and Contractors), which explains what personal information we collect from employees, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information. Our employee privacy policy can be found in SharePoint (in the Clue Processes, Policies and Guides).

8 Third party services

8.1 Now or in the future, the Vanilla Services may enable you to use applications, products or services from third parties ("Third-Party Services"). You must obtain our express consent before using the Third-Party Services, and comply with any third-party terms that we, Vanilla or the relevant third party makes available to you. You acknowledge and agree that the Vanilla Services may allow the providers of those Third-Party Services to access or use your Data.

9 Ownership, use and intellectual property rights

9.1 Subject to the rights and remedies expressly granted hereunder, Vanilla reserves all right, title and interest in and to the Vanilla Services, including all related intellectual property rights. We

reserve all right, title and interest in and to our publications and documents made available by us through the Vanilla Services. No rights are granted to you hereunder other than as expressly set forth herein. Except as set forth herein, none of our or Vanilla's intellectual property rights are transferred or licensed as a result of these terms.

9.2 Trademarks and trade names may be used by Vanilla and us on the Vanilla platform. Your own use of any of our, or Vanilla's trademarks and trade names is prohibited unless you have our prior written permission. You must not remove or obscure any proprietary rights notices from the Vanilla platform.

10 Limitation on our liability

10.1 The Vanilla Services are provided strictly on an "as is" basis and to the maximum extent permitted by applicable law, neither we nor Vanilla make any warranties of any kind, whether express, implied, statutory or otherwise, and we and Vanilla specifically disclaim all implied warranties, including any warranties of merchantability or fitness for a particular purpose.

10.2 Neither we nor Vanilla guarantee that the Vanilla Services will be performed error-free or uninterrupted, or that we or Vanilla will correct all services' errors. You acknowledge that neither we nor Vanilla control the transfer of data over communications facilities, including the internet, and that the Vanilla Services may be subject to limitations, delays, data breaches and other problems inherent in the use of such communications facilities. Neither we nor Vanilla are responsible for any delays, delivery failures, or other damage or unavailability resulting from such problems.

10.3 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we hereby exclude and are not legally responsible for any:
(a) special, indirect or consequential losses; or
(b) losses of data, profits, anticipated savings, business, business opportunity, revenue, reputation, goodwill (in all cases whether direct or indirect).

10.4 To the extent permitted by law, we hereby limit our total aggregate liability to you in connection with providing the Vanilla Services to the amount of £500.

11 General

11.1 You represent that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Vanilla's employees or agents or us in connection with your use of the Vanilla Services. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you become aware of any violation of the above restriction, you will promptly notify us.

11.2 We shall have no liability to you for any breach of these terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; pandemic, war, breakdown of systems or network access; internet failure, or flood, fire, explosion or accident.

11.3 No one other than a party to these terms has any right to enforce any of these terms.

11.4 We reserve the right to vary these terms from time to time. By continuing to use and access the Vanilla Services following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these terms from time to time to verify such variations.

11.5 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible.

11.6 If either party wants to take court proceedings, the courts of England and Wales will have

exclusive jurisdiction. English law will apply in connection with any dispute or claim relating to these terms and to our provision of the Vanilla Services.