

# ETIVE TECHNOLOGIES MEMBERSHIP

## ETIVE TECHNOLOGIES LIMITED

### TERMS AND CONDITIONS

You agree that when you proceed with your application for membership of any ETIVE TECHNOLOGIES service via the ETIVE TECHNOLOGIES website at [www.etive.org](http://www.etive.org) (the "Site") that a contract will be created between you and us on the terms set out below (the "Agreement"). References to "we", "our" and "us" are references to ETIVE TECHNOLOGIES LIMITED (Co. Reg. No. SC407510), a company incorporated in Scotland with its registered office at 2 Lister Square, Quartermile Two, Simpson Loan, Edinburgh, EH3 9GL "PROPERTY LOG BOOK®/HOME LOG BOOK®" and "DIGITAL LOG BOOK®" are registered trademarks and trading name of Etive Technologies Limited. References to "you" and "your" are references to the individual applying for membership of the PROPERTY LOG BOOK® / HOME LOG BOOK® and DIGITAL LOG BOOK®.

### 1 THE PROPERTY/DIGITAL LOG BOOK SERVICE

1.1 We shall provide you with access to your online PROPERTY LOG BOOK, HOME LOG BOOK or DIGITAL LOG BOOK to enable you and a limited number of third-party partners to input and store information about you electronically to enable you to prove in a secure way who you are online. The information that can be entered in the PROPERTY LOG BOOK and DIGITAL LOG BOOK includes without limitation personal identity information and other personal information including a photograph, name(s), address, date of birth (DoB), telephone number and email address ("the Information").

1.2 You own the log entries of Information in your LOG BOOK ("Log Entry"). Whilst your LOG BOOK may be provided to you by a third party, the Log Entry will still be available to you. A third-party partner may opt to make available information that it holds in respect of the property that you live by linking the PROPERTY LOG BOOK it holds to your DIGITAL LOG BOOK. Or you may choose to purchase the PROPERTY LOG BOOK. You do not have any ownership rights in relation to the PROPERTY LOG BOOK and any link to it may be removed at any time.

1.3 Please note that access to the Log Entry (and the related services that come with DIGITAL LOG BOOK membership) is provided for as long as you continue your membership with us. This Agreement and your membership with us may be terminated by you at any time in accordance with Clause 6 below.

### 2 YOUR OBLIGATIONS TO US

2.1 You acknowledge and warrant to us that the details provided by you as part of your DIGITAL LOG BOOK membership application process are correct.

2.2 In consideration of membership (as a member of DIGITAL LOG BOOK) you agree to:-

2.2.1 comply with the terms of this Agreement;

2.2.2 comply with our website terms and conditions [LINK](#)

2.2.3 input into the Log Entry only Information which is true, accurate and not misleading;

2.2.4 amend and correct any Information in the Log Entry that you discover is inaccurate or misleading; and

2.2.5 employ adequate security measures in order to protect your personal log-in code from access



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by third parties and against unauthorised use.

2.3 You agree that in using our online DIGITAL LOG BOOK you will not:

2.3.1 email, transmit, publish, upload, link to or otherwise disseminate any information, data or document (including text, photographs or other images) which is false, misleading, defamatory, libellous, obscene, in breach of any right of confidence, copyright or other intellectual property or other rights, vulgar or indecent or may have the effect of being harmful to minors or others, harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability, or that is illegal or gives rise to any civil liability or which damages our reputation or the reputation of any of our affiliates, partners, sponsors or their affiliates;

2.3.2 transmit, upload, publish or otherwise disseminate personal data regarding any other person, including without limitation, their email address or other contact details that would enable any third person to contact such person other than using information made publicly available by such person (and if necessary you should take care to blank these personal details out before the relevant information is transmitted, uploaded, published or otherwise disseminated);

2.3.3 transfer, upload, share or otherwise disseminate files that contain viruses, trojans, worms or other harmful programs, code or files;

2.3.4 use your DIGITAL LOG BOOK in any way that may lead to the encouragement, procurement or carrying out of any criminal activity; or

2.3.5 use your online DIGITAL LOG BOOK to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

### **3 NO MEMBERSHIP CHARGES**

Please note that there are no membership fees or charges for being granted access to the DIGITAL LOG BOOK.

### **4 VERIFICATION**

Please note that we do NOT verify or guarantee any of the Information contained in the Log Entry but some or all of the Information may be verified under a digital identity trust scheme and/or a Government backed identity scheme.

### **5 DISCLOSURE OF DATA & PRIVACY STATEMENT**

5.1 You acknowledge that as part of the DIGITAL LOG BOOK service that we and certain third parties (who we are permitted to disclose to) can use and process your personal details and Information, all in accordance with our Privacy Policy as posted on the DIGITAL LOG BOOK website from time to time [LINK](#). By accepting this Agreement you hereby agree to the terms of our Privacy Policy and the use of your personal details and Information in accordance therewith. Please note that this is a key condition of your use of the DIGITAL LOG BOOK service, such that should you at any time in the future not agree with the terms of our Privacy Policy, then we shall be entitled to immediately restrict your access to the DIGITAL LOG BOOK service and terminate this Agreement.

5.2 While we will endeavour to take steps to ensure that your personal details and Information is processed by us in accordance with the Privacy Policy on our website, we make no guarantee,



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warranty, representation or undertaking about the collection, processing or disclosure of your personal details or Information by third parties who obtain your details from us pursuant to Clause 5.1. You should always read the privacy policies of our third party partners.

### **6 TERMINATION**

6.1 This Agreement may be terminated by us immediately (i) if you commit a breach of any term of this Agreement or (ii) if you disagree with the terms of our Privacy Policy.

6.2 This Agreement may be terminated immediately if you have become insolvent, are unable to pay your debts or have committed an act of bankruptcy or called a meeting of or compounded or negotiated for any composition with or entered into any arrangement with your creditors or an individual voluntary arrangement or if a judicial factor, trustee, receiver or official assignee shall have been appointed over your estate or in the event of your death.

6.3 This Agreement may be terminated by either you or by us at any time by giving notice to the other party.

6.4 In the event that this Agreement is terminated for whatever reason you acknowledge and agree that your membership with DIGITAL LOG BOOK shall be automatically terminated.

6.5 Any termination of this Agreement pursuant to this Clause 6 shall be without prejudice to any other rights or remedies either you or us may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either you or us. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

6.6 In the event that we terminate this Agreement, we reserve the right to prevent you from re-applying to become a member of DIGITAL LOG BOOK.

### **7 GENERAL**

7.1 Transfer and Sub-Contracting: This Agreement is personal to you only. Only we shall be entitled to assign, transfer, sub-contract or otherwise dispose of our rights under this Agreement or any part thereof to any third party.

7.2 Notices: Your address and email address shall be as given to us in your application for membership, our address shall be ETIVE TECHNOLOGIES LIMITED, 2 Lister Square, Quartermile Two, Simpson Loan, Edinburgh, EH3 9GL and our email address shall be [hello@etive.org](mailto:hello@etive.org). All notices to be given under this Agreement must be either in writing or by electronic mail and sent to the last notified address of the recipient, or any other address which the recipient may subsequently advise the other in writing or by electronic mail.

7.3 Severability: If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated; declaring that in the event of any such severance, we and you shall negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.

7.4 Force Majeure: We shall not in any circumstances be liable to you for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or



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incurred by you by reason of any failure or delay in the performance of our obligations hereunder which is due to an event beyond our reasonable control ("Force Majeure Event"). Notwithstanding the foregoing, we shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure Event.

7.5 Waiver: No waiver by us of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated by us to you in writing or by electronic mail. Subject to the foregoing sentence, no delay or failure by us in exercising or enforcing any of our rights or remedies under this Agreement will prejudice or restrict our rights, nor will any waiver of rights by us operate as a waiver of subsequent rights.

7.6 Law & Jurisdiction: This Agreement shall be governed according to the laws of England and shall be subject to the non-exclusive jurisdiction of the English Courts, to which jurisdiction both we and you hereby irrevocably submit.

7.7 Third Party Rights: Subject to Clause 7.1, this Agreement does not create, and shall not be construed as creating, any right which is enforceable by any person who is not party to it.

7.8 Modification: Any modification or variation to the terms of this Agreement shall only be valid if it is agreed in an exchange of electronic mail between you and us (or our respective duly authorised agents); declaring that we shall be entitled to provide for deemed acceptance by you in any such electronic mail by us concerning a proposed modification or variation (where such proposed modification or variation will be binding upon you if you do not respond to us to the contrary within a specified period of time).

7.9 Agency: Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between us and you.

7.10 Statutory Rights: Nothing in this Agreement shall be construed as affecting your statutory rights as a consumer.