

## **Draft T&Cs for Data Hub users**

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You must be over the age of 16 to register for an account on the MK Data Hub portal. You will need to provide us with some personal details about yourself. We will protect your personal data in accordance with the UK Data Protection Act (see our Privacy Policy for more details). If you disable your account we will not automatically delete content that you have submitted to the MK Data Hub.

The Open University may change these Terms and Conditions from time to time and so you should check these terms regularly. Your continued use of the MK Data Hub will be deemed acceptance of the updated or amended Terms and Conditions. If you do not agree to the changes, you should cease using this website.

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### Contributions to the MK Data Hub

By sharing data through the MK Data Hub, you agree to the Terms and Conditions for Data Providers, which states that you remain the owner, rights holder and responsible for the data shared.

### Accuracy of Content and Information

The Open University is not able to guarantee that information contained on or available via the MK Data Hub portal will continue to be accurate. You confirm that you have not relied on any such information and any arrangements made between you and any other person, using or named on the MK Data Hub portal is entirely at your sole risk and responsibility.

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Should we link to other websites we will try to make it as clear as possible that you are leaving the MK Data Hub portal. It is your responsibility to check the terms and conditions and privacy policy on any other website that you visit.

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We do not guarantee that:

1. use of the MK Data Hub portal will be compatible with all hardware and software;
2. use of the MK Data Hub portal will be uninterrupted or error or virus free;
3. use of the MK Data Hub portal will deliver any specific outcome for its users; or that
4. defects will be corrected.

You must take appropriate steps to ensure that you regularly check for viruses when using the MK Data Hub portal on any device.

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We further exclude to the fullest extent permissible by law all liability for damages and direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by you or any third party and arising out of or in any way connected with the use of the MK Data Hub portal or its content, whether based on contract, tort, strict liability or otherwise.

You will defend, indemnify and hold harmless us, our affiliates and our officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by you of these Terms and Conditions.

#### Complete Agreement

These Terms and Conditions (including the privacy statement and the Terms and Conditions for data providers) contain all the terms and conditions applicable to your use of the Data Hub portal. Nothing contained on the Data Hub portal is intended to be, nor should be construed as an offer by us to enter into, a contractual relationship with you or anyone else except on these Terms and Conditions.

#### Jurisdiction and acceptance of these Terms and Conditions

These Terms and Conditions, and any dispute in relation to the materials available from the MK Data Hub portal, are governed by English law. The English courts have exclusive jurisdiction to settle any

disputes which may arise out of or in connection with the Terms and Conditions or use of the MK Data Hub portal.