LBS alumni digital platforms – LBS Hub and Portal terms and conditions of use

These Terms govern your access to and use of LBS Hub and Portal, and any information, text, graphics, photos, or other materials uploaded, downloaded or appearing on the sites.

1. Definitions

In these Terms and Conditions:

LBS alumni digital platforms refers collectively to the LBS Hub, Portal and other associated online services accessed by LBS alumni, which are behind a password.

LBS Hub means the London Business School directory, club management and ementoring <u>http://london.edu/lbshub</u>

Portal means the London Business School intranet and extranet site <u>http://portal.london.edu</u> and the home and sub-domain pages of the London Business School website <u>www.london.edu</u>

Alumnus/a means a person who has Alumni status having completed a qualifying programme and paying all fees due to the School in respect of his/her qualifying programme, or who has had Honorary Alumni Status conferred on him/her by the School.

Student means current degree seeking Student or participant on an Executive Education programme.

Mentor means a person who provides support, advice and guidance to a current LBS student based on their academic and professional goals.

Mentee means a person who will receive support, advice and guidance from an LBS alumni mentor. You will be responsible for driving the relationship with your mentor, setting aims and objectives for your mentoring relationship.

School community means:

- a. Alumni, Students, faculty, staff of London Business School; and
- b. any other persons who are at or connected with the School at any given time and who are authorised to access Portal

We means London Business School, its departments and committees and its officers, board and committee members and employees;

Terms and Conditions means these terms and conditions of use for LBS alumni digital platforms including LBS Hub and Portal, as amended from time to time;

School means London Business School, Regent's Park, London NW1 4SA, United Kingdom;

Content means any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the site.

2. Service Provider

LBS Hub is operated under contract by Aluminati Network Group Ltd. (Aluminati) acting under instruction as our Data Processor under the Data Protection Act 1998. Aluminati will process personal data strictly for the purposes of operating this service.

Aluminati is registered with the Information Commissioner under membership number 28393842.

3. Interpretation

The Terms and Conditions set out general principles for acceptable behaviour in connection with your use of LBS alumni digital platforms. To the extent that these Terms and Conditions do not address a particular aspect of usage of a platform, you must act in such a way as to

- a. observe Student and Alumni Codes of Conduct
- b. maintain and build trust within the School community
- c. respect the privacy of members of the School community;
- d. observe the confidentiality of information and materials supplied on LBS Hub; and
- e. maintain and increase the respect in which the School is held both within and outside the School community.
- 4. Contacting members of the School community for business purposes

You may contact members of the School community whose details are available via LBS alumni digital platforms for business purposes only if you adhere strictly to the following conditions:

- a. You may approach any other Alumni and/or members of the School community for business purposes provided that you have first properly researched which of those persons are likely to be interested in your business approach and that your approach is specifically targeted to those persons.
- b. You must only make your approach under paragraph a. above once and your documentation/communication should indicate that:
 - i. you will not make any further approach unless the recipient replies to you; and
 - ii. you are complying with these Terms and Conditions.
- 5. Contacting members of the School community to request their philanthropic support:

Promotion of charities to the community via LBS alumni digital platforms is strongly discouraged. In any other situation, you may only contact members of the School community who are personally known to you to promote or request support for charities aside from London Business School.

Members of the School community are permitted to use LBS alumni digital platforms to encourage the philanthropic support of the School.

6. Prohibitions

When using the LBS alumni digital platforms, you must not:

- a. post, upload, email or otherwise transmit any material, the publication, dissemination, use or possession of which:
 - I. infringes the rights of any person or which is unlawful in any other respect (including but not limited to inciting racial hatred); or
 - II. is abusive to any other member of the School's community, defamatory or obscene; or
 - III. unreasonably restricts or inhibits the use and enjoyment of the LBS alumni digital platforms by any member of the School community;
- b. post (and this includes any email services provided by LBS alumni digital platforms) any commercial messages or advertisements in areas not specifically designated for that purpose. Where they are permitted, any such messages must be accompanied by a 'declaration of interests, that is, a truthful and descriptive declaration of how the poster is related to the business or service mentioned.
- c. post, upload, email or otherwise transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial exploitation, save as explicitly permitted by these Terms and Conditions;
- d. knowingly post, upload, email or otherwise transmit any material that contains software viruses or any other computer code, files or programmes designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment;
- e. transmit or re-circulate any material obtained from LBS Hub to any third party, other than an authorised member of the School community;
- f. remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these Terms and Conditions; or
- g. use the LBS alumni digital platforms in any way that might bring the School into disrepute.

Members of the School community may post notices of a commercial nature concerning their own commercial ventures only on LBS alumni digital platforms Classified pages and also on any bulletin board on LBS alumni digital platforms which we may establish in the future for the advertisement of Alumni businesses.

7. Log-in security

When accessing the LBS alumni digital platforms, you must observe the following log-in security rules:

- a. You are absolutely responsible for the security of your password. Do not share it with anyone. Do not write it down or otherwise record it in an insecure place.
- b. Do not allow others to use your account to access any LBS alumni digital platforms. If you think that the security of your account may be compromised in any way, you must report it to the School's IT team immediately by emailing <u>help@london.edu</u>. You must also immediately change your password.
- c. Ensure you are fully logged out of LBS alumni digital platforms on any computer you are no longer using.
- 8. Data security

In respect of any personal data about fellow members of the School community which you may access through the Directory or other functions in LBS alumni digital platforms, you must observe the following data security rules:

- a. This data is confidential and may only be used in accordance with these Terms and Conditions.
- b. Personal data must not be disclosed to any third party unless the data subject has given their specific permission and only then in accordance with the provisions of relevant Data Protection legislation
- c. You are absolutely responsible for the security of any accessed data. If printed or recorded by hand or voice, you must not leave it in an insecure and/or public place. If downloaded, it must be to a computer or other device whose security you are in charge of, and it must be secure within that computer or device.
- d. Data files must not be left unprotected. If you are not sure how to secure data then do not download. If you download data onto a shared or networked computer (including the School's computers), in addition to assuming responsibility for the security of that data while you have access to that computer, you must also ensure that the data is erased when you cease to have access to that computer.
- e. You must not create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from LBS Hub.
- 9. Clubs
 - a. While the School seeks to encourage an open, interactive and non-discriminatory community, club organisers and officials may impose reasonable prerequisites for membership of clubs.
 - b. Club organisers and officials must exercise their power to add and remove club members fairly and reasonably, and if members breach the Alumni Code of Conduct.
 - c. Clubs may only be formed on LBS Hub for the pursuit of lawful activities.
- 10. Your obligations and acknowledgments
 - a. You are responsible for keeping accurate and up to date your current personal contact details which are published in the Directory on LBS Hub.
 - b. You are responsible for checking the accuracy of relevant facts and opinions given on LBS Hub before entering into any commitment based on them.
 - c. You must ensure that you have installed adequate and up to date computer virus checking software on your computer or other device.
 - d. You acknowledge that, notwithstanding our use of encryption software to attempt to prevent unauthorised access to your personal information, your communication of sensitive financial and personal information to us through LBS Hub or by email is not 100 per cent secure and may be compromised.
 - e. You acknowledge that if you enter into any agreement with a third party as a result of any opportunity of which you become aware on LBS Hub, the School is not liable for, and takes no responsibility for, any contract entered into by you and the third party.
 - f. You acknowledge that if you submit any material to LBS alumni digital platforms you understand and accept that the School and the School community may make use of that material in accordance with these Terms and Conditions and with relevant Data Protection legislation.

11. The School's obligations

- a. We will use reasonable endeavours to ensure that only the up to date contact details which you consent to publish are displayed in the Directory on LBS Hub.
- b. Whilst we will use reasonable endeavours to ensure that information provided on LBS Hub is accurate and complete, the contents of LBS Hub are naturally subject to change from time to time and the School cannot guarantee the accuracy and completeness of that information.
- c. We do not guarantee that your use of LBS Hub will be free from error and/or uninterrupted.
- d. We will endeavour to use appropriate encryption technology to protect your communications of sensitive financial and personal data to us.
- e. We will use reasonable endeavours to ensure that the LBS Hub is free of computer viruses, but we do not warrant that it will be free of viruses.
- f. Some of the pages on LBS Hub may include links to external websites. Any links are included to give you the opportunity to access other pages that it is felt may be of interest or assistance to you. The School is not responsible for the content of those sites.

12. Complaints procedure

- a. Portal Users may considerinappropriate postings they believe to contravene these Terms and Conditions. In this case please email <u>alumnirelations@london.edu</u> to raise your complaint.
- b. LBS Hub users can report a post as inappropriate on the Clubs discussion pages that they believe to contravene these Terms and Conditions, by emailing alumnirelations@london.edu
- c. If you consider that another member of the School community has breached these Terms and Conditions in their dealings with you, you should first seek to resolve this matter informally by approaching them directly to explain the basis of your concern.
- d. If your informal approach does not render a satisfactory result (normally, an apology), then you may lodge a formal complaint with the School and this complaint will be referred to an appropriate member of School staff for initial consideration. The formal complaint must be in writing and clearly state:
 - i. who is raising the complaint.
 - ii. the identity of the person about whom the complaint is being made.
 - iii. the nature of the complaint.
 - iv. why the complainant considers the behaviour is not in accordance with these Terms and Conditions;
 - v. any supporting evidence, including emails; and
 - vi. whether an informal resolution was attempted first.

Complaints from Alumni should be sent to <u>Alumnirelations@london.edu</u> Complaints from Students should be sent to their relevant programme office. We will respond to complaints made to the School;

- informal complaints within 10 working days
- formal complaints within 30 working days.
- e. We will consider any formal complaints received, contacting where necessary the complainant and the subject of the complaint. Our decision will be communicated to both parties and is final.

NB: If a complaint is against a students' behaviour then the student disciplinary process will take precedence.

13. Alumni Code of Conduct enforcement

- a. For Alumni, failure to comply with these Terms and Conditions may result in disciplinary action being taken against you, including withdrawing your Alumni benefits and services, in accordance with the <u>Alumni Code of Conduct.</u>
- b. For Students failure to comply as a student may result in disciplinary action from the relevant programme office and your access to the available sections of LBS alumni digital platforms may be revoked
- c. The School otherwise reserves all its legal rights.
- d. London Business School is committed to promoting freedom of speech within the law. The School's Free Speech Code of Practice set out the steps taken by the School to secure and promote freedom of speech within the law in all its activities. The School's purpose is to have a profound impact on the way the world does business and the way business impacts the world, by shaping a collaborative, diverse and inclusive community where talented people grow and realise their potential. In line with its purpose and the principles relating to academic freedom set out in its Charter and Statutes, the School is committed to creating a learning and working environment in which all members of the School community are free within the law to question and test received wisdom and to put forward new ideas and controversial or unpopular opinions.

The School is committed to promoting freedom of speech within the law, recognising that all speech is lawful unless restricted by a law made or authorised by the UK Government or the courts, and that free speech includes lawful speech that may be offensive or hurtful to some.

The School's Free Speech Code of Practice can be found here: <u>Policies and legislation</u> <u>| London Business School</u>

The Office for Students (OfS) operates a free speech complaints scheme. Under that scheme, the OfS can review complaints about free speech from members, students, staff, applicants for academic posts and (actual or invited) visiting speakers. Information about the complaints that the OfS can review is available on its website: <u>https://www.officeforstudents.org.uk</u>

14. Variation of Terms and Conditions

We may vary the Terms and Conditions from time to time. Please ensure that you review the Terms and Conditions regularly as you will be deemed to have accepted a variation if you continue to use LBS alumni digital platforms after any variation has been posted. We will use our reasonable endeavours to notify all substantive changes to the Terms and Conditions on our website or via email.

15. Competition terms

The School may, from time to time, have competitions, prize draws or other promotions and offers on LBS alumni digital platforms. These will be subject to additional terms and conditions that will be made known to you.

16. Intellectual Property

- a. All copyright and other rights that subsist in LBS alumni digital platforms, save where otherwise expressly indicated, are the property of the School.
- b. The names, images and logos identifying the School or third parties and their products and services, are the proprietary marks of the London Business School, and/or as relevant the third parties. Any use made of these marks may be an infringement of rights in those marks and the School reserves generally its right to pursue such claims that may arise.

17. Indemnities

You agree to keep the School fully indemnified against all actions, claims, losses, damages and costs (whether paid by way of settlement or otherwise) suffered or incurred by or on behalf of the School and arising directly or indirectly from any breach (proven or alleged) by you of any of these Terms and Conditions.

18. Cookies

We use cookies on LBS alumni digital platforms in order to create a seamless single signon for you. This enables you to access our electronic library and other services that may require authentication as easily as possible. We do not use cookies to track your use of Portal. Unfortunately, if you are not prepared for us to use cookies, then you will not be able to use Portal at all because it will not function without them. Information about cookies (what they are and how they work) can be found here: www.allaboutcookies.org

19. Data Protection

For information on how we hold and process alumni data please see the School's <u>Privacy</u> <u>Statement</u>. By agreeing to these Terms and Conditions you also agree to comply with all relevant Data Protection Regulations.

20. Disclaimers

We exclude, in so far as it is legally possible, all liability and responsibility for any damages (other than liability for death or physical injury arising out of our negligence) including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortious action, arising out of, or in connection with:

- a. any information on LBS alumni digital platforms or any other internet or web sites or the use of that information; or
- b. the misuse of loss of data or information which you submit to us through LBS Hub or by email;
- c. any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment or other material transmitted with or as part of LBS alumni digital platforms.

21. Severance

If any of these Terms and Conditions is determined to be illegal, invalid or otherwise unenforceable, it will be severed and deleted from the Terms and Conditions and the

remaining Terms and Conditions will survive, remain in full force and effect and continue to be binding and enforceable.

22. Choice of law

These Terms and Conditions are governed by the laws of England and Wales. Any disputes arising from matters relating to LBS alumni digital platforms will be exclusively subject to the jurisdiction of the courts of England and Wales. By accessing LBS Hub or Portal, you are accepting these Terms and Conditions.