

Services Agreement: Terms and Conditions of Use

The ORM Foundation Website

1 Introduction

The ORM Foundation provides a [Website](#) with [Services](#) that are intended to promote and to support the use of Object-Role Modeling (ORM) and similar fact-oriented methods.

In this document, "we," "us," "its" and "our" refer to The ORM Foundation and its subsidiaries and affiliates. The terms "you" and "your" refer to you (the [Person](#) who is reading this document). The meanings of certain words herein are defined in [Definitions](#).

By using the [Website](#), you are agreeing that you accept the [Terms](#) in force which are those that are published and accessible through the [Website](#). We reserve the right to change any part of the [Terms](#). You should periodically review the [Terms](#). We may, but are not obligated, to notify you by email of any changes to the [Terms](#). You are responsible for keeping your contact information up-to-date to ensure you can receive notifications via email.

When you register on the [Website](#), we require that you use your own name as your sign on identifier, post a short biography in your personal profile. We also ask that you post a recent photograph as an avatar. You are responsible for maintaining the confidentiality of your password. We recommend that you use a strong password by using unique numbers, letters, and special characters. You should log off from your account at the end of each session.

We are not liable for any loss or damage arising from your failure to provide accurate [Registration Data](#) or for your failure to keep your password secure. If you become aware of an unauthorized use of your account, or any other breach of security, you agree to notify us immediately by email to abuse@ormfoundation.net.

Any information that you place on the [Website](#) is at your own risk. You assume all risks associated with dealing with other users on the [Website](#).

You agree that we may provide you with notices, including those regarding changes to the [Terms](#), by email, or by notices on the [Website](#). You agree that if we ask you to complete an online questionnaire, that you will do so within a reasonable time from that date when we make the request. You are responsible for your own [Conduct](#), for any [Content](#) that you or anyone using your account creates, transmits or displays when using the [Website](#), and for any related consequences.

2 Content

When you create or make available your [Content](#), you thereby represent and warrant that:

- (a) You have the right to post the [Content](#) on or via the [Website](#).
- (b) Posting your [Content](#) on or via the [Website](#) does not contravene the privacy rights, publicity rights, copyrights, contract rights or any other rights of any other [Person](#).

- (c) You have complied with any third-party licenses relating to your [Content](#) and agreed to pay all related royalties, fees and any other monies owned to any [Person](#) for [Content](#) that you post to the [Website](#).
- (d) Your [Content](#) does not contain any viruses, worms, Trojan horses, malicious code or other harmful or destructive items.
- (e) Your [Content](#) is not obscene, lewd, lascivious, excessively violent, harassing, libelous or slanderous, does not advocate the violent overthrow of any government, does not incite, encourage or threaten immediate physical harm against another [Person](#), does not contravene any applicable law, regulation, or rule, and does not contravene the privacy or publicity rights of any third party.
- (f) Your [Content](#) does not contain material that solicits personal information from anyone under 18 or exploit people under the age of 18 in a sexual or violent manner, and does not contravene any applicable law concerning child pornography or other law intended to protect the health and wellbeing of minors.
- (g) Your [Content](#) does not contravene any law designated to regulate electronic advertising.
- (h) Your [Content](#) does not constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on the [Website](#) or related computers or equipment, designated to enable you or others to gather information about or monitor the online activities or other activities of another party.
- (i) Your [Conduct](#) does not inundate the [Website](#) with [Content](#) or traffic.
- (j) Your [Content](#) does not otherwise contravene, or link to material that contravenes the [Terms](#).
- (k) Your [Content](#) does not endorse or promote racism, bigotry, hatred, or physical harm against another group or individual.
- (m) Your [Content](#) does not discriminate, incite harassment or advocate harassment of any group or individual.
- You agree to use the [Website](#) only for purposes that are legal and in accordance with the [Terms](#). You may not access or use the [Website](#) for any purpose other than that for which we make it available. You may report any activity or [Content](#) that you think contravenes the [Terms](#), by sending an email to abuse@ormfoundation.net

3 Unlawful or prohibited use

During your use of the [Website](#), you agree to comply with all applicable laws. You represent you are not barred from receiving services under applicable laws. We reserve the right, at our sole discretion to take appropriate action against anyone who, in our sole discretion fails to comply with the [Terms](#).

Prohibited activity includes, but is not limited to:

- (a) transmitting chain letters or junk mail;
- (b) using any information obtained from the [Website](#) in order to contact, advertise to, solicit, or sell to any user without such user's prior explicit consent;
- (c) criminal activity, or activities in tort including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets;

- (d) making automated use of the system, such as using scripts to send comments or messages;
- (e) interfering with, disrupting, or creating an undue burden on the [Website](#) or the networks or services connected to the [Website](#), including, without limitation, hacking into the [Website](#);
- (f) attempting to impersonate another user or [Person](#);
- (g) using the sign on name of another [Person](#);
- (h) selling or otherwise transferring your profile;
- (i) using any information obtained from the [Website](#) to harass, abuse or harm another [Person](#).

4 Your Rights

You or your third party licensor, as applicable, retain all intellectual property rights to your [Content](#) and you are responsible for protecting those rights. By submitting, posting or displaying [Content](#) on or through the [Website](#), you grant The ORM Foundation a worldwide, non-exclusive, irrevocable, perpetual, fully sub licensable, royalty-free license to use, reproduce, adapt, modify, translate, create derivative works from, publish, perform, display, rent, resell and distribute such [Content](#) (in whole or part) on the [Website](#) and to incorporate [Content](#) in other works, in any form, media, or technology developed by The ORM Foundation. We reserve the right to syndicate [Content](#) submitted, posted or displayed by you on or through the [Website](#) and to use that [Content](#) in connection with any [Services](#) offered by The ORM Foundation.

5 The ORM Foundation's Rights

You agree that [Website](#) information in sponsor advertisements along with any necessary software used in connection with operating the [Website](#), ([Sponsor Content](#)) contain proprietary and confidential information that is protected by intellectual property and other laws and treaties. The infrastructure of the [Website](#), except for all [Content](#), including without limitation, the text, graphics, photos, sounds, sayings and the like ([Materials](#)) and the trademarks, service marks and logos of The ORM Foundation contained therein ([Marks](#)), are owned by or licensed to The ORM Foundation, subject to copyright and other intellectual property rights under applicable laws and international conventions.

Publicly-available statistical information which is generated by us to monitor the [Website](#) activity is owned by The ORM Foundation.

Information on the [Website](#) and any necessary software used in connection with operating the [Website](#) are provided "AS IS" for your personal information and use and, except as expressly authorized by The ORM Foundation or respective third party rights holders in a separate written agreement, you agree not to otherwise use, copy, modify, rent, lease, loan, sell, distribute, transmit, broadcast, create derivative works of, or exploit the [Materials](#), [Content](#), [Sponsor Content](#), and any necessary software used in connection with operating the [Website](#), in whole or in part.

You agree not to remove, obscure, or alter The ORM Foundation's or any third party's copyright, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the [Website](#).

You agree not to access the [Website](#) by any means other than through the interface that is provided by the [Website](#), unless otherwise specifically authorized by The ORM Foundation in a separate written agreement.

You agree not to circumvent, disable or otherwise interfere with security related features of the [Website](#) or features that prevent or restrict use or copying of any [Materials](#) or enforce limitations on use of the [Website](#) or the [Materials](#) therein.

The ORM Foundation is a trademark of The ORM Foundation Ltd, a not-for-profit company registered in England with registration number 6322291. The ORM Foundation, the ORM Foundation logo and other related trademarks, service marks, and product and service names are trademarks of The ORM Foundation Ltd. All other names and designs may be trademarks of their respective owners.

6 Copyright

You may not post, modify, distribute or reproduce in any way any copyrighted materials, trademarks or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. You will be liable for damages (including costs and fees) if you make any material misrepresentations when making or countering a copyright infringement claim. If you believe that your work has been copied and is accessible on the [Website](#) in a way that constitutes copyright infringement, you must send a written notification to The ORM Foundation.

7 Service

You agree not to sell, resell or offer for any commercial purposes, any portion of, use of, or access to, [Services](#) on the [Website](#). You may not make any unauthorized use of the [Services](#), including collecting usernames and/or email addresses of users by electronic or other means in order to send unsolicited email.

8 Use and Storage

You agree that we have no responsibility or liability for the deletion or failure to store any [Content](#) or other communications maintained or transmitted on the [Website](#). While we will use reasonable efforts to back up site data and make such data available in the event of loss or deletion, we have no responsibility or liability for the deletion or failure to store any [Content](#). We retain the right, at our sole discretion, to create limits at any time on the number of transmissions you may send or receive through the [Website](#), or to limit the amount of storage space you use on the site. We reserve the right to archive [Content](#) at any time. Upon the termination of your account, for any reason, we will close your account and you will no longer be able to retrieve materials contained in that account.

We reserve the right (but do not undertake the obligation) in our sole discretion to:

- (a) monitor the [Website](#) for contraventions of the [Terms](#),
- (b) take appropriate legal action against anyone who, in our sole discretion, violates the [Terms](#), including, without limitation, reporting contraveners to law enforcement authorities;
- (c) refuse, restrict access to or the availability of, or disable (to the extent technologically feasible) any user's [Content](#) or any portion thereof that may contravene these [Terms](#);

(e) manage the [Website](#) in a way intended to protect our rights and property and those of others and to facilitate the [Website](#) functioning;

(f) restrict access to or the availability of material that we, in our sole discretion, consider to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

9 Links to third party Websites

Links to third party Websites are provided solely as a convenience to you. When you use these links, you leave the [Website](#). We have not reviewed all of the third party Websites, do not control, and are not responsible for, any of these sites, their content or privacy practices. We do not endorse or make any representations about the third party Websites, or any information, services, or products found on the sites. You agree that you access third party Websites at your own risk.

10 Disclaimer of warranties

We do not represent or imply that we endorse any [Content](#) or any other materials or items available on or linked to by the [Website](#), including without limitation information hosted on third party Websites, or that we believe that [Content](#) or any other materials or items to be accurate, useful or non-harmful. No advice or information, whether oral or written, obtained by you from The ORM Foundation or the [Website](#) shall create any warranty not expressly stated herein. All services, materials or other items provided via the [Website](#) are provided "AS IS" and "AS AVAILABLE", without warranty or conditions of any kind. We do not warrant, endorse, guarantee or assume responsibility for any products or services or information advertised or offered by a third party via the [Website](#) or any hyperlinked Website or featured in any banner or other advertising and we will not participate in or in any way be responsible for monitoring any transaction between you and third party providers of [Content](#), products, services or information as with the purchase of a product, service or information through any medium or in any environment.

Scheduled and preventive maintenance as well as required and emergency maintenance may temporarily interrupt services or access to the Website. The ORM Foundation does not warrant that the [Services](#) will be timely, uninterrupted, or secure.

You agree that your use of the [Website](#) and [Services](#) is at your sole risk. To the fullest extent permitted by law, The ORM Foundation and each of its advertisers, licensors, suppliers, officers, directors, investors, employees, service providers and other contractors disclaim all warranties express or implied in connection with your use of the [Website](#), the [Content](#), the information on any Website linked to the [Website](#) or any other items or materials offered and assume no liability or responsibility for any:

- (a) Errors, mistakes or inaccuracies of [Content](#) and [Materials](#)
- (b) Personal injury or property damage of any nature whatsoever resulting from your access to and use of the [Website](#) or [Services](#)
- (c) Any unauthorized access to or use of the technical hosting infrastructure and/or any and all personal information and/or financial information stored therein.

- (d) Any interruption or cessation of transmission to or from the [Website](#)
- (e) Any malware which may be transmitted to or via the [Website](#) by any third party
- (f) Any errors or omissions in any [Content](#) or [Materials](#) or for any loss or damage of any kind incurred as a result of the use of any [Content](#) posted, transmitted, or otherwise made available via the [Website](#).

We reserve the right to change the warranty policy set forth herein, at any time, without notice and without liability to you or to any other [Person](#).

11 Limited liability

To the extent permitted by applicable law, we will not be liable for any special, incidental, indirect, consequential, and exemplary or punitive damages of any kind, or any other damages whatsoever. Notwithstanding anything to the contrary contained herein, The ORM Foundation's liability and the liability of each of its officers, directors, investors, employees, agents, advertisers, licensors, suppliers, service providers and other contractors to you or any third parties and any circumstances is limited to a maximum amount of the fees paid by you for the services during the month immediately preceding the event giving rise to the damages or £100.00, whichever is less.

12 Relationship of third parties

Nothing herein shall create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between The ORM Foundation and any user nor do these [Terms](#) extend rights to any third party.

13 Entire agreement

These [Terms](#) constitute the entire agreement between you and The ORM Foundation with respect to the subject matter hereof and govern your use of the [Website](#), superseding any prior understandings and agreements between you and The ORM Foundation related to the subject matter hereof for the use of the [Website](#).

14 Applicable Law

All disputes arising out of or relating to the [Terms](#) of your access to or use of the [Content](#) and [Website](#), including without limitation your or others' downloading or consumption of [Content](#) available by means of the [Website](#) or third party Websites, your uploading [Content](#) to the [Website](#), or your purchasing of goods or services from third parties, will be resolved exclusively under the Laws

of England except where otherwise expressly stated in separate terms and conditions in each transaction.

15 Waiver and severability of terms

Our failure to exercise or enforce any right or provision of the [Terms](#) shall not constitute a waiver of such right or provision. If any provision of the [Terms](#) is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the [Terms](#) remain in full force and effect.

16 Time limit for filing claims

Any claim arising out of or related to use of the [Website](#) must be filed within one year after the cause of the claim arose or be forever barred.

17 Term and survival

These [Terms](#) shall remain in full force and effect while you use the [Services](#) or are a user of the [Website](#). You may terminate your use at any time, for any reason. We may terminate your use of the [Website](#) at any time for contravention of these [Terms](#) or any laws or to protect the integrity of the [Website](#), the networks or services connected to the Website or other users. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the [Website](#) or any [Service](#). We shall not be liable to any user or other third party for any such modification, suspension or discontinuance. Even after your use or participation is terminated, the material terms of these [Terms](#) will remain in effect.

18 Definitions

In this document, "we," "us," "its" and "our" refer to The ORM Foundation and its affiliates. The words "you" and "your" refer to you.

18.1 Conduct

"Conduct" means that part of your behaviour that is visible to other users or to administrators of the Website as a consequence of your posts or of your use of the Website controls or any other [Content](#) that you make available via the Website.

18.2 Content

"Content" means any text, data, software, music, sound, photograph, graphic, video, message, or other material, whether posted, or transmitted via The ORM Foundation. Public Content on the [Website](#) is accessible without requiring you to register or to sign on to the [Website](#). Private Content is accessible only to persons who are registered with and who sign on to the [Website](#). "Sponsor Content" refers to Content that is provided by or owned by a sponsor.

18.3 Marks

Trademarks or other symbols or associated words or sets of words that are the property of The ORM Foundation.

18.4 Materials

Information that is not [Content](#) but that is part of, included in or provided via the [Website](#).

18.5 Person

"Person" means a natural person or a legal person.

18.6 Registration data

"Registration data" means that data that we require you to provide in order to permit you to use the [Website](#). You may access this data in the personal profile section of the [Website](#).

18.7 Services

"Services" means the facilities available on the [Website](#), which includes but is not limited to forums and a library.

18.8 Terms

"Terms" refers to this entire document plus any referenced documents.

18.9 Website

Website means the Website with the URL www.ormfoundation.org