

## TERMS AND CONDITIONS

### BACKGROUND:

This agreement applies as between you, the User of this Web Site and Object Refinery Limited, the owner of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
<b>“Object Refinery”</b>	means Object Refinery Limited, Enterprise House, 5 Roundwood Lane, Harpenden, Hertfordshire AL5 3BW, UNITED KINGDOM;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that Object Refinery makes available through the Web Site either now or in the future;
<b>“System”</b>	means any online communications infrastructure that Object Refinery makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Web Site and is not employed by Object Refinery and acting in the course of their employment; and
<b>“Web Site”</b>	means the website that you are currently using ( <a href="http://www.jfree.org">www.jfree.org</a> ) and any sub-domains of this site (e.g. subdomain.jfree.org) unless expressly excluded by their own terms and conditions.

### 2. Intellectual Property

- 1 Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Object Refinery, or our affiliates. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2 Subject to Clause 4 of these Terms and Conditions you may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Web Site for personal purposes only unless otherwise indicated on the Web Site or unless given express written permission to do so by Object Refinery. Personal use includes, but is not limited to, recreational use, social use, and use in education as a student or teacher. Specifically you agree that:
  - 1 you will not use the Content of the Web Site for commercial purposes; and

- 2 you will not systematically copy Content from the Web Site with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by Object Refinery.

### 3. **Third Party Intellectual Property**

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 2 of these Terms and Conditions to use Content from the Web Site. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

### 4. **Fair Use of Intellectual Property**

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

### 5. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Object Refinery or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

### 6. **Use of Communications Facilities and Content Submission**

1 When using the forums and / or any other System and when submitting Content to the Web Site you should do so in accordance with the following rules:

- 1 you must not use obscene or vulgar language;
- 2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- 3 you must not submit Content that is intended to promote or incite violence;
- 4 it is advised that posts on message boards or similar and communications with Object Refinery are made using the English language as we may be unable to respond to enquiries submitted in any other languages;
- 5 you must not post links to other web sites containing any of the above types of Content;
- 6 the means by which you identify yourself must not violate these terms of use or any applicable laws;
- 7 you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
- 8 you must not impersonate other people, particularly employees and representatives of Object Refinery or our affiliates;
- 9 you must not submit material that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and

- 10 you must not use our System for unauthorised mass-communication such as “spam” or “junk mail”.
- 2 You acknowledge that Object Refinery reserves the right to monitor any and all communications made to us or using our System.
- 3 In order to use the forums and any other communication facility that may be added in the future or to submit Content, you are required to submit certain personal details. By continuing to use this Web Site you represent and warrant that:
  - 1 any information you submit is accurate and truthful; and
  - 2 you will keep this information accurate and up-to-date.
- 4 By submitting Content you warrant and represent that you are the author of such Content or that you have acquired all of the appropriate rights and / or permissions to use the Content in this fashion. Further, you waive all moral rights in the Content to be named as its author and grant Object Refinery a licence to modify the Content as necessary for its inclusion on the Web Site. Object Refinery accepts no responsibility or liability for any infringement of third party rights by such Content.
- 5 Unless a User informs Object Refinery otherwise, in advance of posting, in writing, and Object Refinery agrees to any terms or restrictions, all Content submitted is for publication on the Website and other such uses as Object Refinery may deem appropriate under a royalty-free, perpetual basis.
- 6 Object Refinery will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Content, nor for any errors or omissions in the Content. Use of and reliance upon such Content is entirely at your own risk.
- 7 Content submitted by Users is not screened by Object Refinery prior to appearing online. We retain the right to exercise our sole discretion to remove or relocate any Content as we deem appropriate without the consent of the author. We shall be under no obligation to exercise such discretion. If you wish to enquire as to the removal of Content, please submit your query to [info@object-refinery.com](mailto:info@object-refinery.com). This does not constitute an undertaking to explain our actions.

## 7. **Termination and Suspension**

In the event that any of the provisions of Sub-Clause 6.1, above, are not followed, Object Refinery reserves the right to suspend or terminate your access to the Service. Any Users banned in this way must not attempt to use the Website under any other name or by using the access credentials of another User, with or without the permission of that User.

## 8. **Privacy**

Use of the Web Site is also governed by our <http://www.jfree.org/privacy.pdf> which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.

## 9. **Disclaimers**

- 1 Object Refinery makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
- 2 No part of this Web Site is intended to constitute advice and the Content of

this Web Site should not be relied upon when making any decisions or taking any action of any kind.

- 3 The information on this Web Site is not designed with commercial purposes in mind. Commercial use of the Content of this Web Site is forbidden under Clause 2.2.1 of these Terms and Conditions. Any such use constitutes a breach of these Terms and Conditions and Object Refinery makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 4 Whilst every effort has been made to ensure that all descriptions of services available from Object Refinery correspond to the actual services available, Object Refinery is not responsible for any variations from these descriptions.

#### 10. **Availability of the Web Site**

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Object Refinery accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

#### 11. **Limitation of Liability**

- 1 To the maximum extent permitted by law, Object Refinery accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.
- 2 Nothing in these terms and conditions excludes or restricts Object Refinery’s liability for death or personal injury resulting from any negligence or fraud on the part of Object Refinery.
- 3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

#### 12. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

#### 13. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

#### 14. **Notices**

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to [info@object-refinery.com](mailto:info@object-refinery.com). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent

on a weekend or public holiday.

15. **Law and Jurisdiction**

These terms and conditions and the relationship between you and Object Refinery shall be governed by and construed in accordance with the Law of England and Wales and Object Refinery and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.