

## Terms and Conditions

Please read these terms and conditions carefully before using this website:

### Lead Retrieval

You acknowledge that COLLABORATE partners may attend the event. By permitting such partners to scan your event badge, you consent to COLLABORATE sharing your contact information with such partners for the purpose of contacting you during or after the event and sending marketing communications. You are under no obligation to have your badge scanned by COLLABORATE's partners if you do not wish to receive such communications.

### Website terms of use

These terms of use (together with the documents referred to in it) tell you the terms of use on which you may make use of our website at [www.iouug.org](http://www.iouug.org) ('website'). Use of our website includes accessing, browsing, or purchasing products or services on our website.

Please read these terms of use carefully before you start to use our website, as these will apply to your use of our website. We recommend that you print a copy of this for future reference.

### By using our website, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use in their entirety, you must not use our website.

### Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our website:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.
- If you purchase products or services from a company within the Independent Oracle User Group (IOUG), that purchase will also be subject to the terms and conditions applicable to that product or service. If these terms of use conflict with any product or service related terms and conditions, the relevant product or service related terms and conditions shall prevail.

### Changes to these terms

We may revise these terms of use at any time by amending this page. When we post changes to these terms of use, we will revise the 'last modified' date at the top of this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### Changes to our website

We may update our website from time to time and may change the content at any time. However, please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our website, or any content on it, will be free from errors or omissions.

### Accessing our website

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted, or that our website will be secure or free from bugs or viruses. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **Use of our website**

This website is intended for use by those who access it from the **United States** only. This website is not intended for distribution to, or use by, any person in a country where such distribution or use would be contrary to local laws or regulations.

You agree to use the website only for lawful purposes and in a way which does not infringe the rights of anyone else or restrict or inhibit anyone else's use and enjoyment of the website. Website content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without our express written permission. You are not entitled to use the content of the website for commercial exploitation in any circumstances.

### **Your account and password**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [registration@ioug.org](mailto:registration@ioug.org).

You instruct us to accept as genuine and duly authorize any instruction placed using your identification code and password. Unless you advise us that your identification code and password have been compromised any instruction using them will be deemed valid.

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organization to content posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **No reliance on information**

The content on our website is provided for general information only. It is not intended to amount to financial or other professional advice on which you should rely. You must obtain financial or other professional advice if you require it before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.

### **Limitation of liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.

We will not be liable to any website user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our website; or
- use of or reliance on any content displayed on our website.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content on it, or on any website linked to it.

This website may contain links to other websites. We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services by us to you, which will be set out in the relevant product or service terms and conditions.

### **Viruses, hacking and other offences**

You are responsible for configuring your information technology, computer programs and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the site or to your downloading of any material posted on it, or on any website linked to it.

### **Linking to our website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

### **Third party links and resources in our website**

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **General**

If we fail at any time to insist upon strict performance of any of your obligations under these terms of use, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms of use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these terms of use or use of the website.

Nothing in these terms of use shall confer, or is intended to confer, on any person or corporation that is not party to these terms of use any benefit or the right to enforce any term of these terms of use.

The headings will not form part of these terms of use and will not affect their interpretation.

If any provision of these terms of use is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in full force and effect.

**Contact us**

To contact us, please email [registration@ioug.org](mailto:registration@ioug.org).

Thank you for visiting our website.

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