

## ECF Forum

### WEBSITE TERMS OF USE

**ATTENTION:** These Terms of Use apply to the entire contents of this website under the domain name *ecf-forum.org.uk* (the "**Website**") and to any email or other electronic correspondence between us and you. Please read the following terms and conditions carefully before using this Website. You may wish to print a copy for future reference.

Using this Website indicates that you accept these Terms of Use regardless of whether or not you choose to register with us. If you do not accept these Terms of Use, do not use this Website. These Terms of Use are issued by P&A Receivables Services plc ("**we**", "**us**", and so on). If you have any questions please contact Mike Gray at [mikegray@thepandapartnership.com](mailto:mikegray@thepandapartnership.com).

#### 1. Use of this Website

- 1.1 You may access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.
- 1.2 By accessing any part of this Website, you shall be deemed to have accepted these Terms of Use in full. If you do not accept these Terms of Use in full, you must leave this Website immediately.
- 1.3 We may revise these Terms of Use at any time by updating this posting. Your continued use of this Website following the posting of any such changes will constitute your acceptance of the revised Terms of Use. You should check this Website from time to time to review the current Terms of Use as they are binding on you. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages of this Website.

#### 2. Licence

- 2.1 You are permitted to print and download extracts from this Website for your own use on the following basis only:
  - 2.1.1 no documents or related graphics on this Website are modified in any way;
  - 2.1.2 no graphics on this Website are used separately from accompanying text; and
  - 2.1.3 our copyright and trade mark notices and this permission notice appear in all copies.
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation databases, text and graphical images) are owned by us or our licensors. For the purposes of these Terms of Use, any use of extracts from this Website (other than in accordance with paragraph 2.1 above) for any purpose is prohibited.
- 2.3 Subject to paragraph 2.1 above, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 2.4 Any rights not expressly granted in these terms are reserved.

### **3. Service access**

- 3.1 While we endeavour to ensure that this Website is available 24 hours a day, we shall not be liable if for any reason this Website is unavailable at any time or for any period.
- 3.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.
- 3.3 If a fault occurs, please report it to Lynn Christon by email at [lynnchriston@pandareceivables.com](mailto:lynnchriston@pandareceivables.com).

### **4. Visitor material and conduct**

- 4.1 Other than personally identifiable information which falls within the scope of our Privacy Policy [\[INSERT HYPERLINK TO PRIVACY POLICY\]](#), any material you transmit or post to this Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes. Any personal data falling within the scope of our Privacy Policy [\[INSERT HYPERLINK TO PRIVACY POLICY\]](#) shall be dealt with as set out in that policy.
- 4.2 You are prohibited from posting or transmitting to or from this Website any material:
  - 4.2.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance, harassment or inconvenience; or
  - 4.2.2 for which you have not obtained all necessary licences and/or approvals; or
  - 4.2.3 which constitutes or encourages conduct that could be considered a criminal offence, could give rise to civil liability or is otherwise contrary to the law of, or infringes the rights of any third party in, the United Kingdom or any other country in the world; or
  - 4.2.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 4.3 You may not decompile, reverse-engineer or disassemble any part of the Website or its contents or any software used in connection with the Website.
- 4.4 You may not misuse this Website by hacking or to send or distribute multiple unsolicited junk emails or messages, chain letters or otherwise to interface with or disrupt the service or the networks through which you have access.
- 4.5 You may not use this Website for any commercial, profit-making or re-sale purposes, including the systematic extraction and/or re-utilisation of any part of a service or its content.

- 4.6 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of paragraph 4.2.3 or paragraph 4.2.4.

## 5. Interactive services

- 5.1 From time to time, at our discretion, we may provide interactive services on the Website, including without limitation chat rooms and bulletin boards.

- 5.2 Where we provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

- 5.3 We will endeavour to assess any possible risks for users from third parties when they use any interactive service provided on the Website, and will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service provide on the Website. WITHOUT PREJUDICE TO SECTIONS 9 AND 10 BELOW, WE EXPRESSLY EXCLUDE ANY AND ALL LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OF ANY INTERACTIVE SERVICE BY A USER IN CONTRAVENTION OF THE CONTENT STANDARDS SET OUT IN PARAGRAPH 5.5 BELOW, WHETHER THE SERVICE IS MODERATED OR NOT.

- 5.4 Any comments or opinions posted on our Website through any such interactive services are not necessarily our comments or opinions, nor do we necessarily agree with them. WITHOUT PREJUDICE TO SECTIONS 9 AND 10 BELOW, WE EXPRESSLY EXCLUDE ANY AND ALL LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM YOUR USE AND/OR RELIANCE UPON ANY SUCH COMMENTS OR OPINIONS.

- 5.5 These content standards apply to any and all material which you contribute to the Website ("**contributions**"), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole. The content standards are as follows:

5.5.1 All contributions must:

- (a) be accurate and not misleading (where they state facts);
- (b) be genuinely held (where they state opinions); and
- (c) comply with all applicable laws in the United Kingdom and in any country from which they are posted.

5.5.2 Contributions must not:

- (a) contain any material which is defamatory of any person;
- (b) contain any material which is obscene, offensive, hateful or inflammatory;
- (c) promote sexually explicit material;

- (d) promote violence;
- (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) infringe any copyright, database right, trade mark or any other intellectual property right of any other person;
- (g) be likely to deceive any person;
- (h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) promote any illegal activity;
- (j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (k) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (l) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- (m) give the impression that they emanate from us, if this is not the case;  
or
- (n) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **6. Links to and from other websites**

- 6.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these third party websites or their content or availability. We do not endorse or make any representations about such third party websites or any material found within or any results that may be obtained by using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.
- 6.2 You may not create any links to this Website without our express prior written permission. If you would like to link to this Website, please contact Mike Gray by email at [mikegray@thepandapartnership.com](mailto:mikegray@thepandapartnership.com). Following your request, if we provide such consent, you may only link to this Website on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:
- 6.2.1 you do not create a frame or any other browser or border environment around this Website;
  - 6.2.2 you do not in any way imply that we are endorsing any products or services other than our own;
  - 6.2.3 you do not misrepresent your relationship with, nor present any other false information about, us;

- 6.2.4 you do not otherwise use any of our trade marks or those of our licensors displayed on this Website without our express written permission;
  - 6.2.5 you do not link from a website that is not owned by you;
  - 6.2.6 your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations; and
  - 6.2.7 you do not link to a page on this Website other than the homepage.
- 6.3 We expressly reserve the right to revoke any consent granted pursuant to paragraph 6.2 for breach of these Terms of Use and to take any action we deem appropriate.
- 6.4 You shall fully indemnify us for any loss or damage suffered by us or any of our group companies for breach of this section 6.

## 7. Registration

- 7.1 Certain areas of this Website are only open to you if you register. Before registering, please ensure you have read and understood our Privacy Policy [\[INSERT HYPERLINK TO PRIVACY POLICY\]](#).
- 7.2 Each registration is for a single user only. We do not permit you to share your username and password with any other person nor with multiple users on a network.
- 7.3 Responsibility for maintaining the confidentiality and security of any usernames and passwords issued rests with you. You are also responsible for restricting access to your computer to prevent unauthorised access to your account on our Website. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 7.4 Upon registration, you must ensure that the details you provide are correct and complete. You should inform us of any changes to the information that you provided when registering.
- 7.5 Upon registration, you may be allowed access to restricted areas of the Website which contain commercially sensitive and/or confidential information and/or personal data relating to third parties. This may include without limitation access to a "Members List" database providing contact and professional details of other registered users of the Website. YOU MUST TREAT ANY AND ALL INFORMATION PROVIDED THROUGH SUCH RESTRICTED AREAS IN THE STRICTEST CONFIDENCE AND, IN PARTICULAR, YOU MUST NOT DISCLOSE TO ANY THIRD PARTY ANY PERSONAL DATA RELATING TO ANY INDIVIDUAL WITHOUT THAT INDIVIDUAL'S EXPRESS CONSENT. Please refer to our Privacy Policy [\[INSERT HYPERLINK TO PRIVACY POLICY\]](#) for further information in this respect.

- 7.6 If you have logged in to the Website under your registered username and password, you should log out and close your web browser as soon as you finish using the Website. You should take particular care when using a shared or public computer.
- 7.7 Without prejudice to section 8 below, we reserve the right to suspend or permanently terminate your access to the Website in the event of any actual or suspected unauthorised use of your password or if the details provided upon registration are incorrect.

## **8. Suspension and termination**

- 8.1 We will determine, in our sole discretion, whether there has been a breach of these Terms of Use through your use of the Website. When a breach of these Terms of Use has occurred, we may take such action as we deem appropriate. Any failure to comply with these Terms of Use may result in our taking all or any of the following actions:
- 8.1.1 immediate, temporary or permanent withdrawal of your right to use the Website;
  - 8.1.2 immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;
  - 8.1.3 issue of a warning to you;
  - 8.1.4 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - 8.1.5 further legal action against you;
  - 8.1.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 8.2 We exclude liability for actions taken in response to breaches of these Terms of Use. The responses described in this section 8 are not limited, and we may take any other action we reasonably deem appropriate.

## **9. Disclaimer**

- 9.1 The information contained in this Website is provided for informational purposes only, and should not be construed as legal, financial or other advice on any matter and you rely upon it at your own risk.
- 9.2 WHILE WE ENDEAVOUR TO ENSURE THAT THE INFORMATION ON THIS WEBSITE IS CORRECT, WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE WEBSITE OR ANY MATERIAL PROVIDED ON IT. WE MAY MAKE CHANGES TO THE MATERIAL ON THIS WEBSITE AT ANY TIME AND WITHOUT NOTICE. THE MATERIAL ON THIS WEBSITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIAL.
- 9.3 THE MATERIAL ON THIS WEBSITE IS PROVIDED "AS IS", WITHOUT ANY CONDITIONS, WARRANTIES OR OTHER TERMS OF ANY KIND. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE PROVIDE YOU WITH THIS WEBSITE ON THE BASIS THAT WE EXCLUDE ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND OTHER

TERMS (INCLUDING, WITHOUT LIMITATION, THE CONDITIONS IMPLIED BY LAW OF SATISFACTORY QUALITY, FITNESS FOR PURPOSE AND THE USE OF REASONABLE CARE AND SKILL) WHICH BUT FOR THESE TERMS OF USE MIGHT HAVE EFFECT IN RELATION TO THIS WEBSITE.

## **10. Liability**

10.1 WE, ANY OTHER PARTY (WHETHER OR NOT INVOLVED IN CREATING, PRODUCING, MAINTAINING OR DELIVERING THIS WEBSITE), AND ANY OF OUR GROUP COMPANIES AND THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS OF ANY OF THEM, EXCLUDE ALL LIABILITY AND RESPONSIBILITY FOR ANY AMOUNT OR KIND OF LOSS OR DAMAGE THAT MAY RESULT TO YOU OR A THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES, OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION, AND WHETHER IN TORT INCLUDING WITHOUT LIMITATION NEGLIGENCE, CONTRACT OR OTHERWISE) IN ANY WAY OR IN CONNECTION WITH:

10.1.1 THIS WEBSITE;

10.1.2 THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THIS WEBSITE;

10.1.3 ANY WEBSITES LINKED TO THIS WEBSITE OR THE MATERIAL ON SUCH WEBSITES;

10.1.4 YOUR DOWNLOADING OF ANY MATERIAL FROM THIS WEBSITE OR ANY WEBSITES LINKED TO THIS WEBSITE; OR

10.1.5 VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING THIS WEBSITE.

10.2 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

10.3 Nothing in these Terms of Use shall exclude or limit our liability for:

10.3.1 death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or

10.3.2 fraud; or

10.3.3 misrepresentation as to a fundamental matter; or

10.3.4 any liability which cannot be excluded or limited under applicable law.

## **11. General**

11.1 If any provision of these Terms of Use is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms of Use which shall remain in full force and effect.

- 11.2 The rights and remedies provided by these Terms of Use may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by us shall not constitute a waiver of that right or remedy or of any other rights or remedies.
- 11.3 These Terms of Use and any matter arising out of or in connection with your use of the Website shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising out of or in connection with these Terms of Use or your use of the Website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 12. Further queries

If you have any queries regarding the Website or these Terms of Use, please do get in touch. Our details are as follows:

P&A Receivables Services plc

A company incorporated in England and Wales under number 04986619

Registered office: 93 Queen Street, Sheffield, S1 1WF

We are a member of the Credit Services Association and we are Consumer Credit Licensed.

VAT number: GB 780 6734 07

Telephone: 0114 278 8868

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Email: [eep@pandaforums.com](mailto:eep@pandaforums.com)

Please refer to our Privacy Policy [\[INSERT HYPERLINK TO PRIVACY POLICY\]](#) before contacting us.

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