

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using the public Smart Manufacturing Data Hub website (<https://smdh.uk/>) (the “**Public Website**”) and, where applicable, the Smart Manufacturing Data Hub service which is available as a members-only section of the Public Website (the “**Hub**”). The Public Website and the Hub together are referred to throughout these terms as the “**SMDH Site**”.

Who we are

The SMDH Site (<https://smdh.uk/>) is a site operated by the SMDH Consortium (and any reference in these terms to “**we**”, “**us**” or “**our**” refers to all of the members of the SMDH Consortium).

The “**SMDH Consortium**” means the consortium of partners who have entered into a consortium agreement in respect of the Smart Manufacturing Data Hub Project, which is a project funded by the UK Government designed to support the productivity and competitiveness of small- and medium-sized entities.

Details of the members of the SMDH Consortium are set out in Annex 1.

How you can contact us

To contact us, please email info@smdh.uk.

By using the SMDH Site you accept these terms

By using the SMDH Site, 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, you must not use the SMDH Site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of the SMDH Site:

- Our Privacy Policy and Cookie Policy (both of which are available at <https://smdh.uk/privacy-policy>). For further information on how we may use your personal data, please refer to ‘*How we may use personal information you provide*’ below. Our Cookie Policy sets out information about the cookies on the SMDH Site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use the SMDH Site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to the SMDH Site

We may update and change the SMDH Site from time to time to reflect changes to the Smart Manufacturing Data Hub Project, the various services and platforms available on the SMDH Site and our users' needs.

We may suspend or withdraw the SMDH Site

The SMDH Site is made available free of charge.

We do not guarantee that the SMDH Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the SMDH Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the SMDH Site through your internet connection (including your employees, contractors, agents) are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing, via email, if this happens and we will ensure that the transfer will not affect your rights under the contract.

Who the SMDH Site is for

The SMDH Site, its content and any services provided in relation to the same are only targeted to, and intended for use by, businesses incorporated in, or whose primary place of business or operation is, the United Kingdom. We do not represent that content available on or through the SMDH Site is appropriate for use or available in other locations.

You must keep your account details safe

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 info@smdh.uk.

How you may use material on the SMDH Site

We are the owner or the licensee of all intellectual property rights in the SMDH Site, 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 the SMDH Site for your personal use and you may draw the attention of others within your organisation to content posted on the SMDH Site.

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 the SMDH Site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on the SMDH Site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the SMDH Site or any services provided via, or in relation to, the SMDH Site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the SMDH Site or any data, content, information or services accessed via the same.

- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Do not rely on information on the SMDH Site

The content on the SMDH Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the SMDH Site.

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

We are not responsible for third party sites, resources or platforms

Where the SMDH Site contains links to other sites or resources or incorporates platforms operated by third parties (together “**Third Party Elements**”), the Third Party Elements are provided (as applicable):

- for your information only; and/or
- to enable essential elements of the SMDH Site to function.

The inclusion of such Third Party Elements should not be interpreted as approval by us of those Third Party Elements or information you may obtain from them.

We have no control over the contents of those sites or resources. When you interact with any Third Party Elements, you will be subject to the applicable terms of use put in place by the relevant third party provider. A list of the platforms operated by third parties incorporated on the SMDH Site (including links to the applicable terms of use for each) is set out in the table below.

| Platform | Purpose | Link to applicable terms of use |
|---------------------|---|---|
| Edge Digital | Edge Digital provide a digital readiness tool provides manufacturers with a digital readiness score and report. | https://www.edge-digital.co.uk/terms-conditions |
| Learning Pool (LXP) | Provision of the SMDH Academy which includes all SMDH training material. | https://learningpool.com/privacy-policy/ |
| AWS | All other SMDH platforms are built using Amazon AWS resources. | https://aws.amazon.com/legal/?nc1=f_cc |

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the SMDH Site, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the SMDH Site do not represent our views or values.

How to complain about or report content

If you become aware of any material that is illegal or could comprise or be connected to child sexual abuse or exploitation or could comprise terrorist content or be connected to terrorism, please contact us immediately using the details set out in '*How you can contact us*'.

If you wish to complain about any other content, please contact us using the details set out in '*How you can contact us*'.

Our responsibility for loss or damage suffered by you

- We exclude all implied conditions, warranties, representations or other terms that may apply to the SMDH Site or any content on it.
- We will not be liable to you 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, the SMDH Site; or
 - use of or reliance on any content displayed on the SMDH Site.
- 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.

How we may use personal information you provide

We will only use any personal information you provide to us as set out in our Privacy Policy (available at <https://smdh.uk/privacy-policy>).

Uploading content to the SMDH Site

Whenever you make use of a feature that allows you to upload content to the SMDH Site, or to make contact with other users of the SMDH Site, you must comply with the content standards set out in '*Acceptable use of the SMDH Site*' below.

You warrant that any such contribution does comply with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Save for any content uploaded to the SMDH Community you must not upload any content to the SMDH Site that is not Manufacturing Data. For the purposes of these terms, Manufacturing Data means any and all data, documents, information, items and materials relating to your manufacturing processes.

Any content you upload to the SMDH Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in '*Rights you are giving us to use material you upload*'.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the SMDH Site constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove any posting you make on the SMDH Site if, in our opinion, your post does not comply with the content standards set out in '*Acceptable use of the SMDH Site*' below.

If you wish to contact us in relation to content you have uploaded to the SMDH Site and that we have taken down, please contact us using the details set out in '*How you can contact us*'. You are solely responsible for securing and backing up your content.

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You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

Acceptable use of the SMDH Site

This section sets out the content standards that apply when you upload content to the SMDH Site, make contact with other users on the SMDH Site, link to the SMDH Site, or interact with the SMDH Site in any other way.

You may not use the SMDH Site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to bully, insult, intimidate or humiliate any person;
- to send, knowingly receive, upload, download, use or re-use any material which:
 - is defamatory of any person;
 - is obscene, offensive, hateful or inflammatory;
 - bullies, insults, intimidates or humiliates;
 - encourages, promotes or provides instructions for deliberate self-harm;
 - encourage, promotes or provide instructions for suicide;
 - encourages, promotes or provides instructions for an eating disorder or behaviours associated with an eating disorder;
 - promotes sexually explicit material;
 - includes child sexual abuse material;
 - incite violence or hatred against particular groups;
 - promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - includes content that would be considered a criminal offence under laws relating to terrorism, child sexual abuse material, racism or xenophobia;
 - infringes any copyright, database right or trade mark of any other person;
 - is likely to deceive any person;
 - breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - contains illegal content or promote any illegal content or activity;
 - is in contempt of court;

- is threatening, abusive or which invades another's privacy, or causes annoyance, inconvenience or needless anxiety;
- is likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonates any person or misrepresents your identity or affiliation with any person;
- gives the impression that such material emanates from the SMDH Consortium or any member of it, if this is not the case; or
- advocates, promotes or incites any party to commit or assist in the commission of any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- in any way that involves child sexual exploitation or abuse; or
- to upload terrorist content.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the SMDH Site in contravention of these terms; and
- not to access without authority, interfere with, damage or disrupt:
 - any part of the SMDH Site;
 - any equipment or network on which the SMDH Site is stored;
 - any software used in the provision of the SMDH Site; or
 - any equipment or network or software owned or used by any third party.

We will suspend your service if you frequently upload illegal content

- If you frequently upload material that is clearly illegal, we may suspend your access to our service for a reasonable period of time. We will warn you in advance if we plan to suspend you. When deciding whether to suspend you, we will consider:
 - how many items of clearly illegal content you have uploaded within a given time frame in terms of the volume of other content uploaded by other users during that time;
 - the gravity of the misuse, including the nature of the illegal content and its consequences (potential or otherwise);
 - where possible to identify, your intention in posting the material.
- If you frequently submit notices or complaints that are clearly unfounded, we may suspend the processing of any further notices or complaints from you for a reasonable period of time. We will warn you in advance if we propose to suspend processing of your notices or complaints. When deciding whether to suspend you, we will consider:
 - how many items of clearly unfounded notices or complaints you submitted within a given time frame in terms of the volume of other notices or complaints submitted by other users during that time;

- the gravity of the misuse;
- where possible to identify, your intention in submitting the notices or complaints.

We may suspend your service in other circumstances

If you use any of the services provided or otherwise made available to you as part of the Hub (including, but not limited to, any cloud services) (the “**Hub Services**”):

- such that your use of the Hub Services exceeds the use which a typical user might reasonably be expected to make of the Hub Services; or
- for any purpose other than for the explicit purpose for which the Hub Services are provided or made available to you,

or otherwise misuse any of the Hub Services, we may suspend your access to the Hub Services and/or the SMDH Site for a reasonable period of time. We will warn you in advance if we plan to suspend you. When deciding whether to suspend you, we will consider:

- the gravity of the misuse;
- the duration and extent of the misuse; and
- any other considerations we deem relevant.

Rights you are giving us to use material you upload

When you upload or post content to the SMDH Site, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of and display that user-generated content in connection with the Smart Manufacturing Data Hub Project and across different media forever.
- a worldwide, non-exclusive, royalty-free, transferable licence for other users to use the content in accordance with the functionality of the SMDH Site (and in accordance with the permissions you set when you upload or post the content).

We are not responsible for viruses and you must not introduce them

We do not guarantee that the SMDH Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the SMDH Site. You should use your own virus protection software.

You must not misuse the SMDH Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the SMDH Site, the server on which the SMDH Site is stored or any server, computer or database connected to the SMDH Site. You must not attack the SMDH 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 the SMDH Site will cease immediately.

Rules about linking to the SMDH Site

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 the SMDH Site in any website that is not owned by you.

The SMDH Site must not be framed on any other site, nor may you create a link to any part of the SMDH Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in '*Acceptable use of the SMDH Site*' above.

If you wish to link to or make any use of content on the SMDH Site other than that set out above, please contact us using the details set out in '*How you can contact us*'.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

ANNEX 1
DETAILS OF SMDH CONSORTIUM MEMBERS

- 1) University of Ulster, whose administrative offices are at Cromore Road, Coleraine, Northern Ireland BT52 1SA;**
- (2) Science and Technology Facilities Council as part of United Kingdom Research and Innovation represented by The Hartree Centre, whose administrative offices are at UKRI, Polaris House, North Star Avenue, Swindon SN2 1SZ ;**
- (3) The University Court of the University of Edinburgh whose administrative offices are at Old College, South Bridge, Edinburgh, EH8 9YL;**
- (4) Energy Systems Catapult Limited whose administrative offices are at Cannon House, The Priory Queensway, Birmingham, B4 6BS;**
- (5) Scottish Engineering whose administrative offices are at 105 West George Street, Glasgow G2 1QL;**
- (6) Industry Wales whose administrative offices are at Waterton Technology Centre, Waterton Industrial Estate, Bridgend, CF31 3WT, Wales;**
- (7) D2N2 whose administrative offices are at Commerce House, 8 Experian Way, Nottingham NG2 1EP;**
- (8) Manufacturing NI whose administrative offices are at C/o W.D. Irwin & Sons, 5 Diviny Drive, Carn Rd, Portadown BT63 5WE;**
- (9) Manufacturing & Engineering Growth & Advancement whose administrative offices are at 15 Aghnagar Rd, Galbally, Dungannon BT70 2PP; and**
- (10) The Chancellor, Masters and Scholars of the University of Cambridge whose administrative offices are at The Old Schools, Trinity Lane, Cambridge, CB2 1TN (UCAM).**
- (11) UNIVERSITY OF DUNDEE whose administrative offices are at 149 Nethergate, Dundee, DD1 4HN (“UDUN”),**

each a “Consortium Member”.