

# POWER

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## POWER PLATFORM TERMS AND CONDITIONS

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### **Mission Statement**

“The Power Platform’s mission is to enable individuals, business professionals and organisations to form connections in person or online. By connecting the Power Platform community, it presents the users with opportunities to exchange skills, learn and develop, and form relationships within a trusted network.”

### **Information About Us**

The Power Platform is owned and operated by Events1<sup>st</sup> Limited, registered in England under company number 08928731. Registered address: Events1<sup>st</sup> Limited, MSP House, Bridle Way, Liverpool, L30 4UA

### **Complaints and Feedback**

We welcome feedback from users and, whilst we always use all reasonable endeavours to ensure that your experience as a user of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

All complaints are handled in accordance with our complaints procedure and dealt with as a matter of urgency.

If you wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, or the services we provide, please contact us using any of the following details listed below for the attention of Robert Monks, Operations Director.

Email address: Rob@events1st.com

Telephone number: 07808921265

Postal address: Events 1<sup>st</sup> Ltd, 54 St James Street, Liverpool, Merseyside, L1 0AB

### **Dispute Resolution**

In the event of any disagreement or dispute the parties shall seek to resolve the matter by discussions between the authorised representatives of each party. In the event that they are unable to resolve the disagreement or dispute in a reasonable period of time it shall be escalated for resolution to the CEO of Events 1<sup>st</sup> Limited and the appropriate party CEO. If the disagreement or dispute remains unresolved or if either party reasonably believes that it is unlikely to be resolved, the matter shall be referred to Mediation through the Centre for Effective Dispute Resolution (CEDR) Alternative Dispute Resolution (ADR) Process.

### **Third Party Rights**

Nothing in these Terms and Conditions is intended to confer any right or benefit on any third party or any right to enforce a provision contained in these terms and conditions and the (Rights of Third Parties) Act 1999 is hereby expressly excluded.

### **Severability**

If any term or provision in these terms and conditions shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these terms and conditions but the validity and enforceability of the remainder of these terms and conditions shall not be affected.

### **How We Use Your Personal Information (Data Protection)**

All personal information that we may use will be collected, processed, and held in accordance with

the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

Events 1<sup>st</sup> Limited understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of everyone who visits the Power Platform. We only collect and use personal data in ways that are described in the Privacy Policy, and in a way that is consistent with our obligations and your rights under the law. Please refer to our Privacy Policy for full details.

### **Specific terms and Conditions**

The Power Platform is a community of professionals. By using this platform, you agree to the following expressed terms and conditions at all times.

- Comply with all applicable laws, including, without limitation, privacy laws, and regulatory requirements
- Provide accurate information to us and keep it updated
- Use your real name on your profile
- Use the Platform in a professional manner
- Deactivate any service that you no longer require
- Conduct yourself in a professional manner at all times
- Respect the timelines of others
- Not create a false identity, misrepresent your identity or create a profile for anyone other than yourself
- Not tamper with any override, security feature, attempt to bypass or circumvent any access controls
- Not disclose any information that you do not have the consent to disclose
- Not violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, learning videos or material or other proprietary rights without their permission
- Not post anything that contains software viruses, worms, or any other harmful code
- Not rent, lease, loan, trade, sell/re-sell or otherwise monetise the services or related data
- Not modify the platform or its appearance in any way
- Not interfere with the operation of the platform in any way
- Not use the platform as a medium to sell any of your own products unless agreed in advance

### **Entire Agreement**

These terms and conditions and any other agreed document shall together represent the entire understanding and constitute the whole agreement between the parties in relation to its subject matter and the parties agree that there are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of these terms and conditions except as specifically set forth herein and none of the parties has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in these terms and conditions.

### **Terms and Condition Date/ Review**

Agreement Date: 8 September 2021

Review Date: 7 September 2022