

Cifas Portal Terms and Conditions of Use

Introduction

These terms of use and the Forum Guidelines in Appendix 1 ("**Terms of Use**") apply to the use of the Cifas Portal ("**Portal**"). This document was last updated on **7th July 2020**.

IMPORTANT NOTICE: The Portal and Forum is not to be used to discuss specific fraud records, so please do not submit content that contains personal information, especially names, payment card numbers, home addresses, dates of birth, email addresses, or phone numbers. Accordingly, please do not submit content that could prejudice on-going or forthcoming court proceedings or break a court injunction. For further details, see the **Forum Guidelines** within this document.

1. ABOUT THE PORTAL AND THESE TERMS OF USE

- 1.1 The Portal and everything made available, and the pages which are accessible via such link, including, without limitation, the Forum Guidelines and any know-how, training, explanatory videos or related content (the "**Portal**") is an online portal owned and operated by Cifas. Cifas is a company registered in England and Wales under Company Number 2584687 with its registered office at 6th Floor, Lynton House, 7-12 Tavistock Square, London, WC1H 9LT ("**Cifas**", "**we**", "**us**" or "**our**").
- 1.2 These terms of use apply to all use of the Portal and form a legal agreement between you, the user of the Portal and Cifas.
- 1.3 By using the Portal you are confirming that you understand and accept (and are able to understand and accept) these Terms of Use, and that you agree to be bound by them. You must be 18 or over to use the Portal.
- 1.4 We may update these Terms of Use from time to time by posting a notice on the Portal home page or log-in page, explaining any material changes to the terms together with a link to the updated terms. These changes shall come into effect upon the earlier of: (a) the expiry of 14 days after posting the notice of that these Terms of Use have changed ("**Change Notice**"); and (b) the date you continue to access or use the Portal after the date of the Change Notice.

2. RIGHTS OF USE AND INTELLECTUAL PROPERTY RIGHTS

- 2.1 Subject to these Terms of Use, you may use the Portal solely:
 - 2.1.1 where you or your employer is a full member of Cifas, in connection with your organisation's membership of Cifas and for the purposes of fraud prevention in accordance with Cifas' Principles ("**Principles**") and the Cifas Handbook ("**Handbook**") and depending on the extent to which you are permitted to search and/or access FIND and, if applicable, the National Fraud Database ("**NFD**") or the Internal Fraud Database ("**IFD**"), only so as permitted and in accordance with the applicable member or subscription agreement that applies to the NFD, IFD and/or other applicable service;
 - 2.1.2 where you are a Community member, in accordance with the restrictions and applicable usage rights and agreement terms that apply to Community membership; or
 - 2.1.3 where you have been authorised by Cifas (or by any member who has been authorised to grant access to the Portal) to access the Portal in

accordance and only to the extent permitted under the conditions associated with such authorised access;

(in each case, the applicable "**Permitted Purpose**") and for no other purpose whatsoever to:

- 2.1.4 view content from our Portal in a web browser;
 - 2.1.5 download pages from our Portal for caching in a web browser;
 - 2.1.6 print pages from our Portal;
 - 2.1.7 subject to clause 2.2 below, share content, know-how or other posts on the Portal;
 - 2.1.8 stream audio and video files from our Portal; and
 - 2.1.9 use our Portal services by means of a web browser.
- 2.2 In the case of the Forum, you may share posts only within the Forum; elsewhere outside of the Forum, you may where permitted and indicated share content outside of the Portal, where the functionality for such sharing has been permitted, on condition that where you attempt to copy and paste or otherwise bypass such sharing restrictions, you are prohibited from such sharing.
- 2.3 Please also read and understand the Forum Guidelines and comply with the rules and 'dos and don'ts' within that section. Where you or your employer organisation is a member of Cifas, this is without prejudice to your other duties and obligations set out in your corresponding agreement with Cifas, including, without limitation, the Principles, the Handbook and any applicable subscription or access agreement or, if you are a non-member, other conditions associated with such access.
- 2.4 Cifas reserves sole discretion as to whether to allow members or authorised users to access the Portal and may suspend your access at any time for any reason. If authorised, you will receive a registration confirmation email, together with a username and password (and you must adhere to and comply with any additional security mechanisms and procedures that Cifas require from time to time to access the Portal). You must not lose or mislay your username or password (or any other security credentials) that are required to access the Portal. You shall also not authorise or allow anyone else to access the Portal other than the authorised registered user, without our prior written approval.
- 2.5 Unless otherwise specified, all copyright, design rights, database rights, patent rights, trade mark and trade dress rights and other intellectual property rights in the Portal belong to and vest in us, or are licensed to us. All such rights are reserved to us or the applicable third party licensor.
- 2.6 Unless you own or control the relevant rights in the material, you must not sell, rent or sub-license material from our Portal or exploit material from our Portal for a commercial purpose other than as is strictly necessary to achieve the applicable Permitted Purpose;
- 2.7 We may restrict access to areas of our Portal, or indeed our whole Portal, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Portal.
- 2.8 All third party trade names and trademarks are the property of their respective owners and we make no warranty or representation in relation to them.

3. **RESTRICTIONS AND OBLIGATIONS**

- 3.1 You agree to comply with these Terms of Use and all rules applicable to the use of the Portal and shall only use the Portal in accordance with the applicable Permitted Purpose.
- 3.2 You will not, other than to the extent permitted by applicable law:
 - 3.2.1 hack, modify, reverse engineer or create derivative works of the Portal or any part of it;
 - 3.2.2 use our Portal in any way or take any action that causes, or may cause, damage to the Portal or impairment of the performance, availability or accessibility of the Portal;
 - 3.2.3 use our Portal in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - 3.2.4 use our Portal to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - 3.2.5 conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Portal without our express written consent;
 - 3.2.6 access or otherwise interact with our Portal using any robot, spider or other automated means;
 - 3.2.7 gain unauthorised access to any part of the Portal;
 - 3.2.8 remove, modify or obscure any copyright, trade mark or other proprietary notices on the Portal;
 - 3.2.9 create software which replicates or mimics the data or functionality in the Portal;
 - 3.2.10 use your access to the Portal for the sending of direct marketing (including without limitation email marketing, SMS marketing, telemarketing and direct mailing) or otherwise use data collected from our Portal to contact individuals, companies or other persons or entities;
 - 3.2.11 make any part of the Portal available to a third party who does not agree to these Terms of Use;
 - 3.2.12 copy or exploit any part of the Portal or the content it contains other than as expressly permitted by these terms of use;
 - 3.2.13 use the Portal for unsolicited targeting or recruitment purposes of other members' staff or employees;
 - 3.2.14 use the Portal or any part of it unfairly or for any illegal or immoral purpose; or
 - 3.2.15 attempt to do any of the acts listed above.

4. **FORUM COMMUNICATIONS**

- 4.1 The Portal enables the display and sharing of your own or third party content ("**User Content**") without review or moderation. The Portal is therefore a host of User Content.
- 4.2 The views expressed in any User Content are the views of the individual authors and not those of Cifas unless specified otherwise by Cifas.
- 4.3 To the fullest extent permissible by law, we disclaim all liability in respect of any comments, views or remarks expressed in any User Content.
- 4.4 By using the Portal you acknowledge that Cifas has no responsibility to review the content of any User Content and that all User Content is made available on the basis that Cifas is not required to exercise any control or judgement over User Content (other than where Cifas receives a notification via the use of the 'Report' button). Where you reasonably believe that any User Content (or part thereof) may be in breach of these Terms of Use, including the Forum Guidelines, you must notify us via the 'Report' button function on the Portal. Within a reasonable period following receipt of any such notification, we shall review and assess any such User Content, so notified, and shall determine in our sole discretion whether to edit, suspend or remove the User Content in question.
- 4.5 If you submit data, messages, audio, video, textual or other content through the Portal such as through a discussion forum, comments on a blog post, or otherwise then:
 - 4.5.1 you grant us a sub-licensable, perpetual, irrevocable, non-exclusive licence to use and make available, edit, modify, enhance or alter any User Content which you submit (in any way as a copyright owner may exploit such content), throughout the world in connection with the Portal, including making that User Content available to other Cifas members, subject to any restrictions or closed group settings that are available to members and/or you on the Portal (in so doing you waive and agree not to assert any moral rights you have in and to such content though Cifas will wherever it feels practical identify you as an author or creator of such content, depending on the circumstances in question in each case and without any obligation to do so); and
 - 4.5.2 you agree to comply with our Forum Guidelines.
- 4.6 You warrant, represent and undertake to us that: (a) you are entitled to enter into these Terms of Use; (b) you have obtained and shall maintain all rights, licences, clearances and consents in and to all User Content that you upload, share, distribute or make available via the Portal; and (c) none of the User Content shall infringe the intellectual property or other rights of anyone else.

5. **LIABILITY**

- 5.1 Cifas provides and maintains the Portal on an "as is" basis and is liable only to provide its services with reasonable skill and care.
- 5.2 External Sites have not been verified or reviewed by Cifas and all use and access of External Sites is made at your own risk. "**External Sites**" means third party Portals and online services to which the Portal links.
- 5.3 Cifas gives no other warranty in connection with the Portal or its content or any External Sites and to the maximum extent permitted by law, Cifas excludes liability for:

- 5.3.1 any loss or damage of any kind howsoever arising, including any direct, indirect, special, punitive or consequential loss whether or not that loss arises out of something of which Cifas has been made aware;
- 5.3.2 the accuracy, currency or validity of information and material contained within any User Content or the Portal;
- 5.3.3 any interruptions to or delays in updating the Portal;
- 5.3.4 any incorrect or inaccurate information on the Portal;
- 5.3.5 the infringement by any other person of any copyright or other intellectual property rights of any third party through any User Content or use of the Portal;
- 5.3.6 the availability, quality, content or nature of External Sites;
- 5.3.7 any transaction taking place on External Sites;
- 5.3.8 any transaction with any third party retailer taking place on the Portal;
- 5.3.9 any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by any other person accessing, using or downloading the Portal or any part of it, or any User Content; and
- 5.3.10 all representations, warranties, conditions and other terms and conditions which but for this notice would have effect including without limitation any implied warranty of satisfactory quality or fitness for purpose.
- 5.4 Cifas does not warrant that the operation of the Portal will be uninterrupted or error free.
- 5.5 Cifas will not be liable in any amount for failure to perform any obligation under these Terms of Use if that failure is caused by the occurrence of an event beyond its reasonable control.
- 5.6 Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all of those terms and conditions are hereby excluded to the maximum extent permitted by law.
- 5.7 You agree not to use the Portal in any way which is:
 - 5.7.1 unlawful;
 - 5.7.2 may give rise to civil or criminal liability for Cifas; or
 - 5.7.3 which might call Cifas into disrepute.
- 5.8 You hereby indemnify and shall keep indemnified Cifas, its directors, employees and agents ("**Cifas Indemnitees**") against all costs, damages, expenses, claims and losses incurred by Cifas Indemnitees arising from your breach of these Terms of Use. Where you are a member, this shall be without prejudice to any deed of indemnity that you as a member of Cifas may have executed in favour of Cifas and its other members, which shall remain in full force and effect (and, without limitation, that indemnity shall apply equally to the User Content uploaded by you and your use of this Portal).

6. **TERMINATION**

Without limiting any other rights it may have, we may cancel or suspend access to the Portal if you: (a) breach any of these Terms of Use; or (b) we wish to do so in our absolute discretion.

7. **GENERAL**

- 7.1 These Terms of Use are subject to your statutory and common law rights and will not limit any rights you might have that cannot be excluded under applicable law. These Terms of Use will not exclude or limit Cifas's liability for death or personal injury resulting from its negligence nor any fraudulent acts or representations.
- 7.2 Without prejudice to any existing agreements between Cifas and its members, including without limitation, the Principles, the Handbook and any related member subscription agreement, these Terms of Use, including the Forum Guidelines constitute the entire agreement between you and Cifas relating to your use of the Portal, to the exclusion of any other terms.
- 7.3 Failure to enforce any term of these Terms of Use does not constitute a waiver of that term.
- 7.4 If any part of these Terms of Use is found to be unenforceable, it will be amended to the minimum extent necessary to make it enforceable and the remainder of the provisions will remain in full force and effect.
- 7.5 The Portal is intended for fraud prevention in the United Kingdom. No representation or warranty is made as to whether the Portal complies with the laws of any other country.
- 7.6 These Terms of Use are subject to the laws of England and the parties submit to the exclusive jurisdiction of the English courts.
- 7.7 We will be entitled to assign and otherwise transfer the agreement covered by these Terms of Use by giving you reasonable notice, which may include notice given via the Portal.
- 7.8 All questions, comments or enquiries should be directed to us either via the Help section of the Portal or through your existing Cifas point of contact.

Appendix 1 - Forum Guidelines

Overriding principles

1. You agree and undertake that you will not post, communicate, transmit or make available to or through the Portal any User Content, article, statement, material, communication or other content which:
 - 1.1 is unlawful or which gives rise to civil or criminal liability;
 - 1.2 infringes the intellectual property rights of any third party;
 - 1.3 is technically harmful such as computer viruses, worms, logic bombs or other malicious software or harmful data;
 - 1.4 is abusive, seditious, sexist, pornographic, homophobic, defamatory, libellous, discriminatory, obscene or racist;
 - 1.5 harasses any person;
 - 1.6 may be deemed a marketing or commercial communication or promotes the products or services of any person;
 - 1.7 contains any restricted material, including but not limited to passwords, medical information or confidential information of any person; or
 - 1.8 solicits, promotes, invites, encourages, advocates, incites or provokes any or all of the foregoing.
2. You shall ensure that all the information you supply to us through our Portal, or in relation to our Portal, is true, accurate, current, complete and non-misleading.
3. You further agree that in any activity you undertake during or in relation to the Portal you will not in any way conduct yourself in a manner which is unlawful or which gives rise to civil or criminal liability or which might call us or the Portal into disrepute.
4. You authorise us to remove, restrict, suspend or alter any of your User Content for any reason, in our sole and absolute discretion, including but not limited to User Content which conflicts with the terms of these Forum Guidelines or is otherwise inconsistent with the Portal Terms of Use.
5. If you discover User Content which you believe contravenes these Forum Guidelines, is inconsistent with the Portal Terms of Use or is otherwise objectionable please notify us by using the associated "Report" button.

Making the most of the fraud prevention Community

The Cifas portal Forum section gives you the opportunity for you to discuss fraud issues of interest to you with your peers and other Cifas members.

This could include but is not limited to:

- Discussing the latest fraud threats your organisation is seeing;
- Highlighting fraud-related news articles for debate;
- Discussing the impact of changes in the fraud prevention landscape, or where changes have an impact on fraud;
- Emerging technology or applications for technology that have a fraud or fraud prevention implication;
- Fraud prevention best practice and techniques;

- Continuing discussions that began in Cifas meetings and picking up on points of interest from presentations;
- Follow Channels, Groups, Topics, Tags and people to ensure that you don't miss anything that interests you.

Tag your posts so that others who are interested in the same areas are notified of your post and are able to get involved in the discussion. When you have a topic to start a discussion, try and find the most appropriate group to post it to, so it's easy for other members to find.

When you share intelligence around the threats you've been seeing, try to give as much detail as possible (without sharing personal information). You may discuss details such as commonalities in location, demographics of those involved, or any documents provided.

To help keep discussions on topic, appropriate for our community, and to encourage debate with others we have a set of discussion guidelines for everyone to follow:

- **The purpose of the forum is not to discuss specific fraud records, so please do not submit content that contains personal information, such as names, payment card numbers, home addresses, dates of birth, email addresses, or phone numbers;**
- **Do not submit content that could prejudice on-going or forthcoming court proceedings or break a court injunction;**
- **Keep discussions on-topic and please only submit the same comment once;**
- **We may remove comments that others might find offensive, threatening, abusive or we consider to be libellous, defamatory or intentionally false or misleading. Language that's vulgar, racist, sexist, homophobic or hateful is also not tolerated.**
- **Do not advertise your own products or services;**
- **Do not submit content containing someone else's copyright material or that would infringe any intellectual property rights.**

You acknowledge that we are not responsible for the content of external websites and any links posted to external sites should not be taken as an endorsement of their content.

Although we will not proactively moderate every post, any user can report a post using the 'Report' button. We will then review the reported post and take appropriate action where necessary. We reserve the right to suspend or remove any user's access to the Forum at our discretion.