



Vepple - The Content Hub for Future Students

Visitor/User Terms

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Revolution Viewing Visitor Terms

The parts of the website explore.hull.ac.uk delivering the University of Hull's virtual experience (the 'Visitor Area') are operated by Revolution Viewing Ltd, ('Revolution Viewing'); registered office 103 Kirkstall Road, Leeds, West Yorkshire, United Kingdom, LS3 1JL; Company registration number 05247496.

You can email Revolution Viewing at support@revolutionviewing.com

Revolution Viewing operates the Visitor Area for its customers and visitors should confirm the details of the provider of our services by emailing support@revolutionviewing.com].

In order to benefit from the use of the Visitor Area and any offers/information set out therein, You must agree to these terms. You agree to use the Visitor Area on the basis of these terms and to use the Visitor Services (as defined below) under them.

Revolution Viewing provides the Visitor Area and the Visitor Services for its customers and You are entering into an agreement to use the Visitor Area with the relevant customer. If you require details of the customer You should email support@revolutionviewing.com

If You do not agree to these terms, You should not enter or use the Visitor Area.

In these terms –

- 'the Company' 'We' 'Us' 'Our' 'Ourselves' and Revolution Viewing refer to Revolution Viewing Limited acting for the relevant customer,
- 'You' and 'Your' mean any person given access to the Visitor Area in the section on Access.

These terms apply to Your use of the Visitor Area, as well as the Visitor Services. The Visitor Area may link into third-party websites and any information, purchases or agreements You enter on those third-party sites will be the responsibility of those third parties. Additional terms may apply to the use of any third-party website.

It is important that You read the sections of the terms that apply to You.

Please note that entering this agreement and using the Visitor Area does not affect Your statutory rights.

If You are based outside the UK, You will ensure that You are able to use the Visitor Area and for Us to process Your data in accordance with UK law. If We cannot, You should not use the Visitor Area.

You must be over 14 years old to accept these terms and to use the Visitor Area.

YOUR PRIVACY

Under data protection legislation, We are required to provide You with certain information about who We are, how We process Your personal data and for what purposes and Your rights in relation to Your personal data and how to exercise them. This information is provided in [Our Privacy Policy](#) unless You are using a specific service to which a different privacy policy applies, and it is important that You read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information You send using the Visitor Area may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Section 1 - Terms of Use for Access

You agree to the following terms for the use of the Visitor Area.

Changes to the terms

All of the terms set out for the Visitor Area are subject to change at any time without notice. We will make reasonable efforts to notify You of any significant changes via email, however, it is up to You to regularly check the terms to make sure that You are still able to comply with them. The changes may be in any section of the terms and will apply from the date We made the change for future transactions and use of the Visitor Area.

Acceptance

By registering to use the Visitor Area You will agree that You are bound by the current terms and You should check these each time You use the Visitor Area. If You do not accept the terms or any changes to the terms You should not continue to use the Visitor Area.

Authorisation

The Visitor Area is provided for Visitors authorised by Us who have agreed to the terms. They are provided to access the services and benefits We provide. By accessing the Visitor Area You confirm and agree that You are entitled to do.

You agree to comply with all of these Terms and shall only access the Visitor Area where You remain authorised to do so.

How You may use the Visitor Area, including how many Devices You may use it on

In return for Your agreement to comply with these terms, You may download, view, use and display the Visitor Area on any of Your own devices for Your personal purposes only.

We are giving You personally the right to use the Visitor Area as set out in these Terms. You may not transfer any right to use the Visitor Area or share Your account details with anyone else, whether for money, for something else or for free.

If You use or download the Visitor Area onto any device not owned by You, You must have the owner's permission to do so and You will be responsible for complying with these terms, whether or not You own the relevant device.

Data which We may collect

By using the Visitor Area, You agree to Us collecting and using technical information about the devices You use in the Visitor Area and related software, hardware and peripherals to improve Our products and provide the Visitor Area and Visitor Services to You.

The Visitor Area may use location data sent from Your device. You can turn off this functionality at any time by turning off the location services settings for the Visitor Area on the relevant device. If You use any location-based element of the Visitor Area, You consent to Us and Our affiliates' and licensee' transmission, collection, retention, maintenance, processing and use of Your location data and queries to provide and improve location-based products and services. You can stop Us from collecting location data at any time by turning off the location services settings on Your device.

Content

Whilst We believe the content of the information and offers accessed by the Visitor Area to be accurate, We provide no warranties for this and do not accept responsibility for the accuracy or otherwise of any information. Please note in particular that third-party information is not confirmed with Us and may be inaccurate, incomplete or out of date. We are not liable in any way for any third-party content.

The information provided via the Visitor Area is not warranted by Us and is not designed to provide any form of advice. It is provided for information purposes only and nothing on the pages of the website shall constitute the provision of professional advice in any way.

You agree that where the Visitor Area allows You to make comments or publish any information You are responsible for it and liable in the event You make any defamatory or inappropriate comments.

Access

Uninterrupted and error-free access to the Visitor Area is not guaranteed. Nor is the Visitor Area guaranteed as virus or bug-free and availability may be suspended from time to time for maintenance. It is Your responsibility to ensure that You have the appropriate hardware, software or protection (including virus protection) to enable You to use the Visitor Area and download information from it safely and securely.

The Visitor Area may provide access to links to other websites. These links are provided for Your convenience and/or to access services. We are not responsible for any other sites and You should confirm the basis on which You use those sites (including their content and practices) before using them. You are strongly advised to check any terms that may be imposed or apply on other sites or for goods/services purchased from them.

The Visitor Area may contain advertising and access to services from providers of the benefits. Those providers are responsible for their material included in the Visitor Area and for their respective products and services.

Access to services and offers, where available, may change and are subject to additional terms. We are not responsible for the availability of any offer or service other than on the terms a service is provided by Us.

Where the Visitor Area provides links to third-party websites these are selected by Us to provide goods, services or information to You. The links provided allow You to access benefits which may not be generally available. In order to access these links, You agree that We may pass Your information to the third-party site when You click on their site from the Visitor Area.

Push notifications may be provided via the Visitor Area. Where such notifications are provided You may remove or limit these by altering the settings on Your mobile device. You accept that push notifications may be provided. Push notifications may be provided based on Your location to provide information about nearby service providers.

Development of the Visitor Area

Functionality, offers and information accessed via the Visitor Area may change from time to time to improve performance, enhance functionality, reflect changes or address security issues and We are not bound to provide any notice of changes or planned changes. We have no liability to You in the event that any functionality or part of the Visitor Area or the Visitor Services is withdrawn.

You agree that We may provide anonymised information about You and Your activities in the Visitor Area to other service providers so that they can consider how they wish to provide or change services that link to the Visitor Area.

Intellectual Property Rights

All intellectual property rights in the Visitor Area, such as images, graphics, text, logos, databases, trademarks and names and the technology in the Visitor Area are reserved to Revolution Viewing Limited, Us or to the relevant owner. No rights are conferred on You or any other person by virtue of these terms.

You may print a copy of the contents of the pages of the Visitor Area for non-commercial use, provided that You keep intact all or any copyright and proprietary notices. Otherwise, You may not modify, publish, reproduce, store, utilize or commercially exploit any part of the Visitor Area. In particular, You are not authorised to use any logo or trademark of any partner of Ours whose services or goods are available via the Visitor Area.

Ownership of Materials

Unless otherwise stated, Revolution Viewing Limited is the owner or licensee of the copyright and any other rights in the Visitor Area, its pages, the screens displaying the pages and all information and material contained herein.

You may not reproduce, republish, transmit or distribute the Visitor Area in whole or in part without the prior consent of Revolution Viewing Limited.

Password Usage

Where applicable, You will either be allocated or choose a login and password to use the Visitor Area. You agree to access the Visitor Area only using Your own login and password. You agree to keep these confidential to prevent unauthorised access to the Visitor Area and Your own account. You will inform Us immediately if You know or suspect that Your login or password is no longer secure. Failure to comply may result in access being revoked, or suspended or a new password being issued.

You are responsible for the Use of Your login and password. If Your misuse or negligent use of Your login and/or password causes Us (or any other person) any loss You agree to reimburse those losses.

We have the right to disable any such code or password, whether chosen by You or allocated by Us, at any time, if in Our opinion You have failed to comply with any of the provisions of these terms.

General

We make no promise that materials accessed by the Visitor Area are appropriate or available for use outside the United Kingdom and accessing the Visitor Area from territories where its contents are illegal or unlawful is prohibited. If You choose to use the Visitor Area from locations outside the United Kingdom, You do so on Your own initiative and are responsible for compliance with local laws.

You agree to use the Visitor Area on the basis it is designed for use by individual consumers/students. In particular (without being limited) You agree not to attempt to disassemble, decompile, reverse-engineer, create derivative works or attempt to fraudulently access any part of or service available on or via the Visitor Area.

You agree not to use the Visitor Area in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Visitor Area, any service or any operating system.

We advise You never to enter Your password for the Visitor Area, bank card or bank account details into an email. We will never solicit such information from customers/students by email.

We cannot be held responsible in the unlikely event of Phishing by any third party. Phishing refers to an email that attempts to fraudulently acquire personal information from You, such as your password and/or credit card information. On the surface, the email may appear to be from a legitimate company or individual, but it's not.

If You are concerned that Your Visitor Area password has been compromised then please contact the support team atsupport@revolutionviewing.com or for any concerns over your bank details, please contact Your bank or card provider immediately.

Nothing in these terms of use shall operate to confer any right or benefit on any third party.

If You are in breach of these terms of use, We may end Your right to use the Visitor Area and the Visitor Services at any time if You have broken them in a serious way. If what You have done can be put right, We will give You a reasonable opportunity to do so.

If We end Your rights to use the Visitor Area and Visitor Services:

- You must stop all activities authorised by these terms, including Your use of the Visitor Area and any Visitor Services.
- You must delete or remove the Visitor Area from all devices in Your possession and immediately destroy all copies of information from the Visitor Area which You have and confirm to Us that You have done this at Our request.

These terms are governed by English law and You can bring legal proceedings in respect of the products in the English courts. If You live in Scotland You can bring legal proceedings in

respect of the products in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Visitor Services

The Visitor Services are services which can be accessed via the Visitor Area.

When You register, You agree to the terms on which We provide the Visitor Services. We will record the Visitor Services You select.

Cancellation. You may cancel Your agreement to use the Visitor Services at any time.

You agree, as per the terms set out above, that the Visitor Services are for Your own personal use and You will not sell on or allow any other person to use Your Visitor Services.

Uploading content

As part of the Visitor Services, You may upload content using the Visitor Area. The data 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 and other users of the Visitor Area (who provide the Visitor Services) a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We have the right to remove any post You make if, in Our opinion, Your post does not comply with Our standards.

Rights You are giving Us to use material You upload

When You upload or post content, You grant Us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the provision of the Visitor Services.

Customer Service

If You have any problems then contact Us by sending a support request email to tosupport@revolutionviewing.com. Office hours are [Monday – Friday 9.00 am – 5.00 pm UK Time]. If a support ticket is sent outside of office hours, it will be processed the next working day. If We have to contact You, We will do so by e-mail or SMS, using the contact details You have provided to us.

Visitor responsibility

The terms of use of the Visitor Area confirm that You are responsible for the misuse of any login or password details. If You allow any other person to use Your login or password, You shall be fully liable to meet any costs or losses We may incur as a result.

Liability

We are responsible to You for foreseeable loss and damage caused by Us. If We fail to comply with these terms, We are responsible for actual loss or damage You suffer that is a foreseeable result of Our breaking these terms or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time You accepted these terms, both We and You knew it might happen. Our liability shall not in any event include losses such as lost data, lost profits or business interruption and consequential loss.

We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

We are not liable for business losses. The Visitor Area is for domestic and private use. If You use the Visitor Area for any commercial, business or resale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the Visitor Area and the Visitor Services. The Visitor Area and the Visitor Services have not been developed to meet Your individual requirements. Please check that the facilities and functions of the Visitor Area and the Visitor Services meet Your requirements.

We are not responsible for events outside Our control. If Our provision of the Visitor Services or support for the Visitor Area or the Visitor Services is delayed by an event outside Our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided that We do this, We will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact Us to end Your contract with Us.

Any other losses are excluded to the fullest extent permitted by law.

General

The agreement under which We arrange for the supply Visitor Services is personal to You and confers no rights on any other party. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999.

We may transfer Our rights and obligations under these terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the contract.

You may only transfer Your rights or Your obligations under these terms to another person if We agree in writing.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if We delay in enforcing this contract, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under these terms, or if We delay

in taking steps against You in respect of Your breaking this contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

Complaints

If You have a complaint regarding the site or services provided on the site, please contact the customer for whom We provide the Visitor Area.