Terms and conditions

Use of this website is subject to the terms and conditions which follow:

MyINI portal and the user

The MyINI portal (<u>https://myini.investni.com</u>) is a Northern Ireland government website managed by Invest Northern Ireland, working within the Department for the Economy, henceforth referred to as "We" or "Us". In entering our site you the user ("You" or a "User") are accepting our Terms and Conditions.

Using our website

The MyINI portal is maintained for your personal use and viewing. Access and use by you of this site constitutes acceptance by you of these Terms and Conditions which take effect from the date of first use. We recommend that you print a copy of these terms for future reference. We amend these terms from time to time. Every time you wish to use our site, please check these Terms to ensure you understand the terms that apply at that time.

These Terms should be read in conjunction with the following additional terms, which also apply to your use of the MyINI Portal:

- Our Privacy Notice (<u>https://www.investni.com/about-us/privacy-notice</u>).
- Our Cookie Policy (<u>https://www.investni.com/about-us/privacy-notice?item=ui-id-13§ion=ui-id-3</u>), which sets out information about the cookies on our site.

Responsibilities for use

Users of the MyINI portal should ensure that follow all reasonable steps to protect themselves, their account and Invest Northern Ireland's infrastructure. Users should ensure that they:

- Do not use the portal for any illegal purposes
- Do not upload any material containing malware
- Do not share passwords or other account credentials. You are responsible for granting access and revoking access for users via the portal admin function. You should use the contributor function to grant third party access to your data. (hyperlink to training video)

• Notify us immediately if they suspect that their account or data has become compromised

We have the right to disable any password or other account credentials, 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.

Any data that a user of the MyINI portal enters or uploads should be true, accurate and not misleading and corrected as soon as possible if you become aware that is it not true, accurate or misleading.

Links to external websites

Links on the MyINI portal will lead to other websites which are not under our control. We are not responsible for the content of any linked site. Listing and linking should not be taken as an endorsement of any kind and we accept no liability in respect of the content. We cannot guarantee that these links will work all of the time and have no control over the availability of the linked pages.

Virus protection

We make every effort to check and test material at all stages of development. It is always wise for you to run an anti-virus program on all material downloaded from the Internet. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from the MyINI portal and You should use Your own virus protection software.

You must not misuse the MyINI portal 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 MyINI Portal, the server on which the MyINI portal is stored or any server, computer or database connected to the MyINI Portal. You must not attack the MyINI Portal 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.

Misuse of the MyINI platform

Failure to comply with the Terms and Conditions of use constitutes a material breach of this policy and We retain the right to take any and all actions, as appropriate, to remedy the breach.

How We May Use Your Personal Information

We will only use your personal information as set out in our privacy notice.

Disclaimer

The MyINI portal website and material relating to government information, products and services (or to third party information, products and services), is provided "as is", without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Any material on the MyINI portal is provided for general information only and is not intended to amount to advice and professional or specialist advice should be taken before taking, or refraining from, any action on the basis of the content on the MyINI portal. Links to third party sites are provided to improve public access to information and exist only for the convenience of those who use this website. Invest Northern Ireland does not monitor the content of third party websites and cannot accept responsibility for their content or guarantee their availability.

Liability

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 and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to our 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, our site; or
- use of or reliance on any content displayed on our 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.

Suspension or Withdrawal of MyINI Portal

MyINI Portal is made available free of charge. We do not guarantee that the MyINI Portal, 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 MyINI Portal 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 MyINI portal through your internet connection are aware of these, and that they comply with them.

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Northern Ireland. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Northern Ireland.