

# Website Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SITES

## What's in these terms?

These terms tell you the rules for using any and/or all of the Hubexo websites including but not limited to [www.nbs.com](http://www.nbs.com), [www.ribacpd.com](http://www.ribacpd.com), <https://toolkit.nbs.com>, <https://chorus.thenbs.com>, <https://source.thenbs.com>, <https://store.digicon.ab.ca>, and <https://uniclass.nbs.com> (our sites).

## Who we are and how to contact us

Our websites are operated by Hubexo North UK Limited (formerly NBS Enterprises Limited) ("We/Hubexo"). We are registered in England and Wales under company number 978271 and have our registered office at The Old Post Office, St Nicholas Street, Newcastle upon Tyne, NE1 1RH. Our VAT number is GB302 5154 51.

To contact us, please email [info@thenbs.com](mailto:info@thenbs.com) or telephone our customer service line on 0345 456 9594.

## By using our sites you accept these terms

By using our sites, 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 our sites. 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 may also apply to your use of our sites:

- Our [Privacy Policy](#). See further under [How we may use your personal information](#).
- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our sites. When using our sites, you must comply with this Acceptable Use Policy.
- Our [Cookie Policy](#), which sets out information about the cookies on our sites.

If you purchase goods or services from our sites, our Terms and Conditions of supply which can be found at [Legal | NBS \(NBS.com\)](#) will apply to the sales.

## We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our sites, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 19<sup>th</sup> March 2025.

## **We may make changes to our sites**

We may update and change our sites from time to time to reflect changes to our products or services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

## **We may suspend or withdraw our sites**

We do not guarantee that our sites, or any content on our sites, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of one, all, or any part of our sites 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 our sites through your internet connection 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 if this happens and we will ensure that the transfer will not affect your rights under the contract.

## **Product Support**

Product support information is provided as part of our sites. We will, at our absolute discretion, provide a reasonable amount of assistance, on your request, subject to the sites being used solely in accordance with these terms and, where appropriate, the scope as detailed in the help files provided. Any additional product support will be at our absolute discretion. We reserve the right to withhold or charge additional sums for any assistance given that we do not consider to be either reasonably required in accordance with these terms, or required in order to address operating difficulties caused either by your error or shortcomings, or defects not arising from the operation of our sites.

## **You must keep your account details safe**

If you create an NBS ID or are provided with any other piece of information as part of our security procedures, you must treat such information as confidential and 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@thenbs.com](mailto:info@thenbs.com).

You are responsible for ensuring that anyone who accesses any of our sites via your computer, handheld device and/or internet connection is aware of these terms and that they comply with them.

## **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Any intellectual property rights subsisting in any contribution submitted by you to our sites shall remain the property of their respective owners.

You may print off one copy, and may download extracts, of any page(s) from our sites for your personal use and you may draw the attention of others within your organisation to content posted on our sites.

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 our sites must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our sites 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 our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

By using any of our sites you undertake to ensure that any advertising and marketing you undertake and/or content you upload to our sites relating in any way to our sites or the content of our sites shall not reduce or diminish the reputation, image and prestige of us or our sites.

## **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 our sites or any services provided via, or in relation to, our sites. 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 sites 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.

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 our sites**

The content on our sites 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 our sites.

Although we make reasonable efforts to update the information on our sites and ensure the accuracy and quality of information and guidance within our sites, we make no representations, warranties or guarantees, whether express or implied, that the content of our sites is accurate, complete or up to date. We accept no responsibility for the subsequent use of this information, for any errors or omissions that they may contain, or for any misunderstandings arising from them.

We do not warrant that any of our sites will meet your requirements or that the operation of our sites and their content will always be available and uninterrupted or error free or that all errors in our sites can be corrected.

## **We are not responsible for websites we link to**

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval or endorsement by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources. We take no responsibility and shall have no liability for the content of any linked websites.

## **Warranties**

By accepting these terms, you warrant that if acting for a company, you are legally capable of entering into a binding contract on its behalf.

You also warrant that:

- you have not relied on any representation or warranty that is not set out in these terms, or the documents referred to in them;
- your use of our sites and/or the content of our sites will be in accordance with these terms and our *Acceptable Use Policy*;
- your use of our sites and/or the content of our sites will not:
  - infringe the intellectual property rights of any third party
  - be defamatory, libellous, obscene or otherwise unlawful; and
  - violate any applicable law, statute or subordinate legislation;

- any contributions you make to any of our sites comply with our Content Standards set out in our [Acceptable Use Policy](#) and you will be liable to us and indemnify us for any breach of that warranty;
- you own all of the intellectual property rights in any contributions you make to any of our sites.

We warrant that our sites will perform substantially in accordance with these terms provided that they are properly used and with the operating system for which they are designed, and that the documentation correctly describes the operation of software in all material respects. This warranty is our sole warranty and is in place of all warranties, conditions or other terms expressed or implied by statute or otherwise, all of which are hereby excluded to the fullest extent permissible by law.

## **Our responsibility for loss or damage suffered by you**

### **Whether you are a consumer or a business user:**

- 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.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products and/or services to you, which are set out in our Terms and Conditions for Hubexo Products and Services [Legal | NBS \(thenbs.com\)](#).
- We shall not be liable for any loss resulting from, or in any way arising out of or in connection with your, or any third party's:
  - inappropriate use of any of our sites and/or their content;
  - failure to exercise reasonable levels of due care and attention when using any of our sites and/or their content;
  - failure to exercise reasonable levels of professional skill and competence when using any of our sites and/or their content.
- Our entire liability in respect of any single event of default shall be limited to £500,000 in respect of damage to your tangible property resulting from our negligence or that of our employees, agents or sub-contractors.

### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our sites or any content on them.
- 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 sites; or

- use of or reliance on any content displayed on our sites.
- 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 your personal information**

We will only use your personal information as set out in our [\*Privacy Policy\*](#). By using our sites, you consent to such use and warrant that all data provided by you is accurate.

## **Uploading content to our sites**

You are responsible for any content you upload to any of our sites (“**Contribution**”). It is your responsibility to ensure that any of our sites that you use are fit for your intended use.

Whenever you make use of a feature that allows you to upload a Contribution to our sites, or to make contact with other users of our sites, you must comply with the Content Standards set out in our [\*Acceptable Use Policy\*](#).

You warrant that any such Contribution does comply with the Content Standards, and you will be 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.

Any Contribution you upload to our sites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Contribution, but you are required to grant us and other users of our site a limited licence to use, store and copy the content of the Contribution 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 Contribution posted or uploaded by you to our sites constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any Contribution you make on our sites if, in our opinion, your Contribution does not comply with the Content Standards set out in our [\*Acceptable Use Policy\*](#).

You are solely responsible for securing and backing up your Contribution.

Our sites may include information and materials uploaded by other users of our sites, including to the Community Forums. This information and these materials have not been verified or approved by us. The views expressed by other users on our sites do not represent our views or values.

If you wish to complain about content uploaded by other users, please contact us on [Contact / Hubexo \(thenbs.com\)](mailto:Contact@Hubexo.com).

We take no responsibility and shall have no liability for any contributions posted, stored or uploaded by any users of our sites, or for any loss or damage thereto. We are not liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity or profanity that you may encounter within contributions on our sites. Although we have no obligation to screen, edit or monitor any contributions, we reserve the right, and have absolute discretion, to remove, screen or edit without notice any contribution posted or stored on our sites at any time and for any reason. Without prejudice to the foregoing, where users submit contributions to us for uploading or posting to our sites, we take no responsibility and shall have no liability for the completeness or accuracy of such contributions.

### **Rights you are giving us to use material you upload**

When you upload or post Contributions to our sites, you grant us a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that Contribution in connection with the service provided by the site and across different media including to promote the site or the service forever.

### **We are not responsible for viruses, and you must not introduce them**

We do not guarantee that our sites will be secure or free from bugs or viruses.

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

We are not liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or downloading of any content on our sites or any website linked to them.

You must not misuse our sites 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 our sites, the server on which our sites are stored, or any server, computer or database connected to our sites.

### **Rules about linking to our sites**

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 our sites in any website that is not owned by you.

Our sites must not be framed on any other site, nor may you create a link to any part of our sites 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 our *Acceptable Use Policy*.

If you wish to link to or make any use of content on our sites other than that set out above, please contact [info@thenbs.com](mailto:info@thenbs.com).

### **For users of [www.ribacpd.com](http://www.ribacpd.com) only**

For the purposes of this section, RIBA means The Royal Institute of British Architects, a registered charity with registered charity number 210566.

If you access and/or use [www.ribacpd.com](http://www.ribacpd.com) (“**RIBA CPD**”) then the following terms also apply:

- If you have a registered account with us (“**Authorised User**”) you have unlimited access to view the content of seminars as frequently as required from RIBA CPD.
- If you access/use RIBA CPD without a registered account, you may access and view the content of RIBA CPD, but you will not receive any certification or confirmation that you have completed the RIBA-approved CPD.
- The RIBA CPD site is provided by us free of charge for users who are not Authorised Users.
- We reserve the right to charge a fee for the use of RIBA CPD from time to time at our sole discretion.
- All approved RIBA CPD content which has been provided to us by RIBA CPD users who have paid a subscription fee to join the RIBA CPD Providers Network (“**RIBA CPD Subscribers**”) remains the property of the RIBA CPD Subscriber and may not be copied, performed in public, broadcast or adapted without prior written permission.
- If you are an Authorised User then we will pass on your contact information to the RIBA CPD Subscribers whose content you choose to watch, in the same way as if you had attended a face to face seminar or RIBA CPD event. We recommend to the RIBA CPD Subscribers that such information should only be used in a contextual manner to help build relationships. By accessing and using RIBA CPD as an Authorised User, you agree to these conditions.
- Without prejudice to the generality of the section *How you may use material on our site*, the Hubexo and RIBA logos and all other Hubexo and RIBA trademarks, product names and trade names of Hubexo and RIBA appearing in the content on the RIBA CPD site are owned by Hubexo and RIBA.

### **Breach**

Failure to comply with these terms constitutes a breach and may result in us taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use any and/or all of our sites.



- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The above responses are not limited, we may take any other actions we reasonably deem appropriate.

### **Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, 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.

### **Our trademarks are registered**

The following are registered trademarks of Hubexo North UK Limited:

- |               |                           |
|---------------|---------------------------|
| NBS           | NBS Scheduler             |
| NBS Academy   | NBS Source                |
| NBS Bridge    | NBS Specification Manager |
| NBS Chorus    | Key File Library          |
| NBS Create    | The National BIM Library  |
| NBS Knowledge | SPECMAN                   |
| NBS Plus      |                           |



You are not permitted to use them without our approval, unless they are part of material you are using as permitted under [How you may use material on our site.](#)

### **Notices**

Any notices you wish to give to us in relation to our sites must be given in writing and sent either by post to our registered office or by e-mail to [info@nbs.com](mailto:info@nbs.com). Any notices provided to you by us shall be sent to you either by e-mail or by posting them on our sites.