

Terms & Conditions of Use of GG Portal, part of www.grangegenealogy.co.uk

Definitions:

'Grange Genealogy' is the division of Migrange Services Ltd that deals with genealogical research and tracing, its directors, employees and any agent instructed to carry out work on its behalf.

'GG Portal' is the group of pages and functionality made available on the website www.grangegenealogy.co.uk that are accessed via the login-page on the website, <https://www.grangegenealogy.co.uk/portal/login-page/>, and includes all content there as part of its service to users and content placed there by Grange Genealogy and users.

'the website' is www.grangegenealogy.co.uk, unless otherwise indicated.

'genealogical material' is documents or written notes, photographs and diagrams showing or referring to individuals or family groups, and includes copies of birth, marriage and death certificates, divorce and Wills, and other papers in which individuals or families are mentioned, and any material which Grange Genealogy has requested to further its research.

'personal information' is your full name, address, contact telephone numbers, emails, website addresses, date and place of birth and marriage(s), childrens' names, ages and dates of birth, your spouse or partner's name, age, occupation and date of birth, the names, dates of birth, marriage and death for you parents, and other ancestors, and includes the copies of birth, marriage, death, divorce and Wills that you have uploaded.

'relevant instructions' are the instructions received by Grange Genealogy to research or trace the location of a family or group or individuals, for its clients. In the case of an estate, these clients will include any lawfully appointed Executor or Administrator and their agents. The initial contact from Grange Genealogy will include a reference which indicates the instructions that are relevant at that time, the reference is given on the Login information Slip given to the user or on other correspondence.

'users' are all those who access GG Portal whether clients, genealogists or beneficiaries, or those subject to tracing requests.

Permitted Use & Access:

1. Access to the GG Portal part of Grange Genealogy's website at www.grangegenealogy.co.uk is provided for:
 - (i) the period of the administration of the estate (which is given to you on your Login Information Slip or provided over the telephone), if you are a beneficiary of an estate, or
 - (ii) for an extended period (if you are a lawyer or client who commissions

research from Grange Genealogy), such period to be agreed at the time of conclusion of the first commission, or

- (iii) for those who wish to instruct Grange Genealogy, and wish to transfer files and information to Grange Genealogy for consideration and quotation, prior to instructions being given, for the period of the consideration until such time as instructions are declined or received.
- (iv) for the agents of Grange Genealogy to submit documents and files on relevant instructions to further research purposes, for an extended period at Grange Genealogy's discretion.

After the end of this period of use, access will be withdrawn without notification, and a re-application to Grange Genealogy will be necessary for continued use. Documents made available or uploaded will no longer be accessible. Grange Genealogy will extend the period of access at its discretion or terminate access in the event of breach of these conditions or threat of breach of these conditions.

Use & Misuse:

2. Users agree by logging into the GG Portal page, that:

- (i) the website be used to further the research purposes of Grange Genealogy, as expressed in its contacts with users, under its relevant instructions.
- (ii) the given username and password be kept securely, and to allow use of these to access the site only to the named user or someone acting on their behalf, and at their request.
- (iii) they will not maliciously upload files or place fraudulent or dishonest or defamatory material on the site or in messages on the site.
- (iv) they will not attempt to contact any other user of the site to obtain knowledge of their personal information that they do not already possess.
- (v) any of their personal information placed on GG Portal be used to research and prepare material under the terms that it acts under the relevant instructions it has received, and only for this purpose, and that this will include disclosure to clients and their agents.
- (vi) Any material uploaded to the site, can be used by Grange Genealogy in the preparation of its reports and for further research, and can be copied and published for its own use under the relevant instructions.

Operation of GG Portal

3. Grange Genealogy undertakes to provide

- (i) Copies of correspondence and report and family trees, and documentation as required by clients and users, at its own discretion. Clients and users will be notified by email when details are placed there by Grange Genealogy.
 - (ii) Other material as the relevant instructions permit.
- 4. Grange Genealogy will keep the services available to users for their period of use, and for the length of time that the website is online. Times of use will be restricted from time to time for maintenance and updating, any extended time period will be notified to users.
- 5. An upload service for users to place copies of documents or files, for the use of Grange Genealogy.
- 6. A personal messaging service for fast and secure electronic communication between users and Grange Genealogy.
- 7. At the end of the period of use, Grange Genealogy will deny the user access, and will remove all material placed there by the user or by itself under the relevant instructions within a 60 day period.
- 8. Grange Genealogy accepts no liability for loss of documentation placed on GG portal and lost as a result of the end of period of access, or as a result of failure of the website functionality, and advises users to keep any original material or copy of submitted messages or correspondence in a safe place or location.
- 9. Grange Genealogy reserves the right to withdraw service at any time, without notice.

Breach of Conditions:

- 10. Any identified breach of these conditions, or expected threat of any breach will result in immediate loss of access to the GG Portal service, and removal of any uploaded files and documentation, without notice. The decision of Grange Genealogy for identifying any breach or threat of breach, is final, and no liability will be accepted for loss of access or loss of any material placed on the website by the user.

11. Loss & Sensitive Information

- (i) In the event that there is loss of access or functionality due to system or software failure, or hacking, then Grange Genealogy will not be liable for any loss of material or disclosure of information.
 - (iii) Users are advised to request that sensitive information be removed from the site, once received by Grange Genealogy, and this can be done at the time that the material is placed by using the Private Messaging service within the GG Portal pages to request immediate removal. Once notified of the request, material will be removed at the first available opportunity by Grange Genealogy; copies will be kept offline until the end of the relevant instructions.

12. Applicable Law

These terms and conditions shall be governed by the laws of England and Wales and any dispute arising from these terms and conditions or your use of the website shall be subject to the exclusive jurisdiction of the English & Welsh courts.

13. User Agreement to these terms and conditions

- (i) By using the logon details supplied by Grange Genealogy, to access GG Portal, users signify their agreement to these terms and conditions. Any user disagreeing with the terms and conditions should cease his/her use and notify Grange Genealogy, who will remove access to that user and will remove any content placed on the site by that user.
- (ii) These terms and conditions are available from each user's hub page, or available from Grange Genealogy on request.
- (iii) Any change to these terms and conditions will be notified to any users at the time of alteration, and copies will be placed on GG Portal, replacing the previously issued terms and conditions.
- (iv) These terms and conditions are dated 15th October 2013, v1.2.