

# National Oceanography Centre Marine Data Products

## POLTIPS – Terms and Conditions

POLTIPS-3 is a proprietary product and thus protected by Copyright Law. The National Oceanography Centre (NOC), and the Natural Environment Research Council (NERC) reserves all rights of ownership and copyright in the program. The software is transferred to the original purchaser on the following terms.

### User responsibilities

- (i) The user is responsible for installing the program onto their computer system.
- (ii) The user must ensure that proper security precautions are followed to secure backup copies of all program and licence files.
- (iii) The user will not copy the software or manual for distribution or supply to any 3<sup>rd</sup> party for profitable gain or otherwise.
- (iv) The user is responsible for the interpretation of the results produced by the program.
- (v) The user is responsible for registering the software product with NOC.
- (vi) If at any time in the future it is deemed necessary to update the software version for whatever reason, then NOC will endeavour to contact all registered customers (preferably by e-mail) informing them that this has been the case. The update will be placed on the NOC website ready to download. The user is responsible for downloading the latest version of POLTIPS-3 from our web site. If it is not possible to download the latest version the user may apply in writing to NOC for the latest version to be sent by post.

### Warranty and Liability

- (i) If the licence disk or CD-ROM is defective NOC will replace it at no charge provided the defective item is returned within thirty (30) days from the date of despatch from NOC.
- (ii) NOC will refund the purchasing price provided all items (CD-ROM, licence disk and user manual) is returned within thirty (30) days from the date of despatch from NOC and provided that all seals remain intact. No refund will be made if the seal is broken.
- (iii) The latest version of POLTIPS-3 will be available to download from our web site.
- (iv) NOC will endeavour to contact all registered customers (preferably by e-mail) informing them that a new update has been placed on the web ready to download.

(v) NOC will provide technical support for POLTIPS-3 only to registered users.

(vi) We do not guarantee that the functions contained in POLTIPS-3 will meet your requirements or that the operation of the program will be either error free or appear precisely as described in any documentation describing POLTIPS-3.

(vii) No responsibility can be accepted by NERC for any consequential loss or damage arising from any use that is made of POLTIPS-3 and output from POLTIPS-3 howsoever caused.

(viii) All implied warranties, terms, representations and conditions, including (by way of example only) the implied conditions of satisfactory quality and fitness for any purpose of the information, are excluded to the fullest extent permitted by law.

(ix) This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

### Version Specific Information

#### Standard Version

(x) POLTIPS-3 is provided only for the use of the customer and by its employees (or members if the customer is a club or society) and other people acting on behalf of the customer. It is not intended for use by others and the customer may not republish any of the output in any form. *Exception: If the customer is a club or society information may be published on a notice board in a club house or meeting room and disseminated to its members for club/society related activities.*

(xi) NERC will not be liable for any losses suffered by the customer caused by its republication of the information, nor will NERC be liable for any losses suffered by any third party who relies on the information republished by the customer.

(xii) Any published information must be supplied to users in the form in which it is provided by NERC. NERC will not be liable for any inaccuracies or omissions in the information if the error would not have occurred if the customer had not made the alteration.

#### Customised / Publishers Version

(xiii) NERC will not be liable for any losses suffered by the customer caused by its republication of the information, nor will NERC be liable for any losses suffered by any third party who relies on the information republished by the customer.

(xiv) Any published information must be supplied to users in the form in which it is provided by NERC.

NERC will not be liable for any inaccuracies or omissions in the information if the error would not have occurred had the customer not made the alteration.

(xv) When data is reproduced in a publication, an acknowledgement must also be printed in the publication with the following wording:

***Tidal Predictions for <Portname> computed by software developed at the National Oceanography Centre, UK : Copyright Reserved.***

### User Data Version

(xvi) NERC will not be liable for any inaccuracies in the results caused by inappropriate, inaccurate or incomplete data being entered by the customer. The customer is responsible for validating their input data and checking the correct entry of any values being read by POLTIPS-3.

### Additional Terms and Conditions Relating to Electronic / Website Publication of Tidal Predictions

(xvii) **Users of the Customised / Publishers Version** can publish a maximum of **three months** advanced tidal predictions on a **public free-access website** on the condition that: i) the UK National Oceanography Centre is identified as the original source of the data; and ii) NOC is notified of the website address where they are to be published (e-mail [dataproduts@noc.ac.uk](mailto:dataproduts@noc.ac.uk)), in order that the data may be checked for any errors in reproduction.

(xviii) **Users of the Standard Version** can publish a maximum of three days advanced tidal predictions on a **public free-access website** on the same conditions stated in the previous paragraph, and a link to <http://www.noc.ac.uk/> is given on the web page.

(xix) **Publication of the data in an e-book or mobile phone app** is permitted provided the Customised/Publishers version of the software has been purchased. Users of the standard version of the software cannot publish the data in any electronic form except for that specified in paragraph (xviii).

(xx) The copyright statement should read: ***"Tidal data for <Portname> computed by POLTIPS software developed at the National Oceanography Centre, UK : Copyright reserved"***

