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Terms and Conditions of Use

1. Introduction

These terms and conditions of use ("Terms") tell you how you may use the Ubiquity websites and services, and apply to all users whether you are a visitor, registered user or a subscriber.

1.1. Who Are We?

The Ubiquity website and Ubiquity application and other services are made available to you here by Visual Software Construction Ltd (acting as "Ubiquity").

Any reference to the terms "you" and "your" in these **Terms** means you as a user of the Ubiquity websites and services.

If you have any questions about these **Terms**, please initially contact Ubiquity by email at the address shown in the "Support" section of the Ubiquity website.

1.2. What Else Should You Read?

Please also read the Ubiquity privacy statement ("Privacy Statement") which explains how Ubiquity uses any information it receives from you, how it keeps this information safe and confidential, and how cookies are used on the Ubiquity websites.

The **Privacy Statement** forms part of these **Terms**, but should an inconsistency arise between the privacy **Privacy Statement** and the **Terms**, then the **Terms** shall prevail.

If you are a subscriber then you should read these **Terms** in conjunction with your **Subscription Agreement**.

1.3. More Definitions

"Ubiquity Websites and Services" are any Ubiquity internet service, website and/or other software application that enables you to access Ubiquity content.

"Ubiquity Content" means data and images or other content made available to you through Ubiquity websites and services and may sometimes include links to content which is owned and controlled by third parties.

"Visitor" means an unregistered user of the Ubiquity website.

A "Registered User" has provided some details to gain more access to the Ubiquity website than a visitor, but is not a paying subscriber.

A "Subscriber" is a registered user with a **Subscription Agreement** with Ubiquity giving access to chargeable functions in the Ubiquity website, and other specified services.

A "Subscription Agreement" is a separate document outlining the terms and charges made for giving access to chargeable functions in the Ubiquity website, and other specified services.

"Subscriber Data" means data and images or other content provided by you and saved within chargeable functions in the Ubiquity website, and other specified services.

2. Control of Ubiquity Content

Ubiquity retains absolute control over whether to publish any content you might upload or otherwise provide.

2.1. Availability of Ubiquity Content

Ubiquity retains sole discretion to decide how long Ubiquity content, or any content you might upload or otherwise provide, will be available in Ubiquity websites and services.

2.2. Availability of Subscriber Data

Chargeable functions in Ubiquity websites and services may allow you to store your own Subscriber Data. Subscriber Data is available in Ubiquity websites and services for the duration of your Subscription Agreement and a copy of your data may be sent to you on cancellation subject to the relevant terms of your Subscription Agreement.

3. Acceptance

By using the Ubiquity websites and/or services you signify acceptance of these **Terms**.

4. Normal Use

If you comply with these **Terms** and all applicable laws, then you may use any Ubiquity website and/or service to access and interact with Ubiquity content for your personal or business use.

Some Ubiquity website content and functions require you to register. There is no charge for registration.

Some other Ubiquity website functions and services are subject to charges. You will not be able to access these without a **Subscription Agreement**. If you require a subscription, please contact Ubiquity at the email address shown in the Contact area of the website.

4.1. Restrictions

Certain restrictions are placed on your use of Ubiquity websites or services which do not affect your statutory rights:

- a) You acquire no rights or licences to the Ubiquity websites or services other than the right to use the Ubiquity websites or services in accordance with these **Terms**.
- b) You may not copy or redistribute or reverse engineer any of the Ubiquity websites or services.
- c) You may not attempt to infringe the privacy or other rights of any Ubiquity users, including attempting to track or store usage data and personal details of Ubiquity users.
- d) You may not use Ubiquity websites or services to infringe any applicable law (including copyright law).
- e) You may not use Ubiquity websites or services to publish any derogatory or defamatory content, upload such content, cause distress or inconvenience to any person, or cause Ubiquity to incur any such liability to any third party.

- f) You may not charge others for access to Ubiquity websites or services.
- g) You may not disrupt or attempt to disrupt the lawful provision of Ubiquity websites or services.
- h) You may not attempt to gain unauthorised access to any part of the Ubiquity websites or services, whether free or chargeable.
- i) You must remove immediately any Ubiquity content, or links to Ubiquity websites or services, from a website you control if requested to do so by Ubiquity, such request to be made in writing or email.

5. Ubiquity Content Rights

By using the Ubiquity websites and/or services you agree that:

- a) By your actions and/or inputting text and/or uploading images and/or other data to Ubiquity websites or services you warrant that you have rights to view and use the material.
- b) You retain any other rights (including copyright) that you own on material input or uploaded to Ubiquity websites or services (for example text or images).
- c) Ubiquity retains the right to use your name and organisation name to advertise the fact that you use the Ubiquity website or services.
- e) Ubiquity retains the right to record and store information about your use of Ubiquity content.

Ubiquity warrants:

- a) not to distribute material that you input or upload to Ubiquity websites or services to any third party;
- b) and, not to allow other users to view any detailed information about your use of Ubiquity content without your permission, and warrants not to reveal such information to any third party.

6. Limitations

Certain limitations are placed on Ubiquity websites, services and liabilities:

6.1. Accuracy

Ubiquity attempts to provide accurate information in the Ubiquity websites and services, but does not provide any guarantee or warranty as to the accuracy, timeliness, or completeness of this information.

You can contact Ubiquity to notify corrections by email at the address shown in the "Contact" section of the Ubiquity website. Failing this you are welcome to send corrections to the address given at the top of these **Terms**. Ubiquity will endeavour to make corrections as soon as possible, but does not provide any guarantee or warranty to this effect.

6.2. Third Party Websites

Ubiquity has no control over third party websites and takes no responsibility for your use of them.

If you notice that Ubiquity contains a link to an inappropriate third-party website, you can notify Ubiquity by email at the address shown in the "Contact " section of the

Ubiquity website. Failing this you can notify Ubiquity in writing at the address given at the top of these **Terms**. Ubiquity will endeavour to remove offending links as soon as possible, but does not provide any guarantee or warranty to this effect, other than to fulfil its statutory duties.

6.3. Limited Liability

Ubiquity does not accept liability for any expenses you may incur when you access Ubiquity websites and services including but not limited to provider charges, loss of data, loss of time, and cost of equipment or software.

Ubiquity attempts to ensure that Ubiquity websites and services are uninterrupted, timely, secure and free from bugs, viruses, errors and omissions, but offers no guarantee or warranty to this effect, and accepts no liability for any losses you may incur if these aims are not met.

Ubiquity retains the right to vary these **Terms** from time to time. Any new versions of these terms shall appear on the Ubiquity websites, and registered users will be notified by email.

7. Licence and Contract

Some Ubiquity website pages, functions and services are accessible only after a licence has been granted by Ubiquity in consideration of a charge the details of which are given in a written Subscription Agreement.

Your subscription agreement will define the Subscription Agreement duration, charges, payment schedule and cancellation procedure.

Failure to pay subscription charges within the payment terms specified in your Subscription Agreement will constitute a breach of these Terms and result in summary withdrawal of service as described in 8.1 below.

Once you are a subscriber, your contract with Ubiquity comprises your **Subscription Agreement** and these Terms.

8. Other Legal Matters

8.1. Summary Withdrawal of Service

Ubiquity retains the right to withdraw your use of Ubiquity websites and services with immediate effect and without notice if in its sole reasonable opinion you have breached these **Terms** in any way which cannot be corrected, or have failed to correct a breach within a reasonable time.

8.2. No Transfer of Rights

You may not assign, grant sub-licence or in any other way transfer any of your rights and obligations under these **Terms** to any other person or party.

8.3. Jurisdiction

These **Terms** are governed by the laws of England and Wales (or Scotland or Northern Ireland if you live there) and the parties agree to bring any disputes or proceedings in the courts of England and Wales (or may choose to do so in the courts of Scotland or Northern Ireland if you live there).