

## 1. TERMS OF WEBSITE USE

### 2. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

3. These terms tell you the rules for using our website <http://www.kreo.net> (**our Site or the Site**).

4. These terms were last updated on 8th February 2018.

### 5. Contents of these terms?

### 6. Who we are and how to contact us

The Site is operated by Kreo Software Ltd (**we** or **us**). We are registered in England and Wales under company number 10970263 and have our registered office at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, England.

To contact us, please write to us at the above address, email us at [info@kreo.net](mailto:info@kreo.net) or telephone us at 02033719081.

Our VAT number is 283 0097 08.

### 7. By using our Site you accept these terms

By using our site, 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 site.

We recommend that you print a copy of these terms for future reference.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms and other applicable terms and conditions mentioned below, and that they comply with them.

### 8. There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our Site:

- Our [Privacy and Cookies Policy](#), which sets out the terms on which we process your personal data.
- If you purchase our any products or service through our Site, our terms and conditions of supply as made available to you will apply to that supply.

### 9. Changes to these terms and our Site

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. The date of posting appears at the top of these terms.

We may update and change our Site from time to time to reflect changes to our products and services or for other commercial reasons. We will try to give you notice of any substantial changes affecting our products and services.

## 10. **Suspension or withdrawal of our Site**

Our Site is made available free of charge.

We do not guarantee that our Site, 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 our Site for maintenance, business and operational reasons.

## 11. **Users to which Our Site is addressed**

Our Site is directed to businesses. Our services are not intended for domestic or consumer use. While our services are available to businesses in other parts of the world, our Site content is directed to businesses operating in the United Kingdom [and the European Union] and we do not represent that content available on or through our Site is appropriate for use or available in other locations.

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

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You 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@kreo.net](mailto:info@kreo.net).

## 13. **Use of our Site**

14. You may use our Site only for lawful purposes. You may **not** use our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors or other persons in any way.
- To send, knowingly receive, upload, download, use or re-use any material without our prior written consent.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, or send or upload any material, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

You must not attempt to gain unauthorised access to our Site, the server on which our site is stored or any server, computer or database connected to our site.

You must not attack our site 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.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

**15. Use of material on our site**

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

You may draw the attention of others within your organisation to content posted on our Site by sending them a link. You may also print off one copy, and may download extracts, of any page(s) from our site for your personal use within your business but you may not distribute or commercialise any of our Site content without our prior written consent.

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 site must always be acknowledged.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**16. Do not rely on information on this site**

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date, save as stated in our contracts with our customers who have entered into an agreement to buy our services or products.

**17. Do not use our trade marks**

KREO is our unregistered trade mark in various countries. We do not permit people to use it without our prior written approval.

**18. We are not responsible for websites we link to**

Where our Site contains 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 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.

**19. User-generated content is not approved by us**

Our Site may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms if we should make them available. This information and these materials have

not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us using the contact details stated above.

## **20. Uploading content to our Site / content standards**

We may from time to time provide interactive services on our Site, such as chat rooms and bulletin boards.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

As our Site directed as business users, we ask that minors do not use our interactive services.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Whether or not we moderate interactive services on our Site, it is your responsibility to ensure that any content that you post to our Site states only accurate facts and genuine opinions. You must also ensure that any content that you post to our Site is not and does not:

- Unlawful under any applicable laws or promote, advocate, encourage, condone or incite any criminal or otherwise illegal activity or any terrorism.
- Defamatory of any person.
- Obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- In contempt of court.
- Threatening or abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Likely to harass, upset, embarrass, alarm or annoy any other person.

- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the content emanates from us, if this is not the case.
- Without our prior written consent, contain any advertising or promote any services or web links to other sites.

You indemnify us for any failure to comply with the above standards. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy, or otherwise interferes with their rights or causes them harm.

### **Use of the content you upload**

Any content you upload to our site will be considered non-confidential.

You retain all of your ownership rights in your content, but grant us, other users of our Site, and our advertisers and other businesses we work with, a perpetual, worldwide, transferable, non-exclusive, royalty-free licence to use, store and copy that content, to make works based on that content, and to display, perform, distribute and make your content available to third parties in connection with the services and information provided on our Site and across different media.

We have the right to remove any posting you make on our Site if, in our opinion, it does not comply with these terms or without giving any reason.

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

## **21. Rules about linking to our site**

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 site in any website that is not owned by you.

Our Site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website which you are linking must comply in all respects with the content standards contained in these terms.

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

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.

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

### **23. Laws governing disputes**

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.