

## TERMS OF USE

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of this website, whether as a visitor or a registered user. Use of this website includes use of any of the facilities and services related to this website, including accessing, browsing or registering to use this website.

Please read these terms of use carefully before you start to use this website, as these will apply to your use of this website.

By using this website, 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 of use, you must not use this website.

## OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of this website:

- Our **Privacy Policy**, available at [www.obbisolutions.com](http://www.obbisolutions.com), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using this website, you consent to such processing and our use of cookies in support of such processing, and you warrant that all data provided by you is accurate.
- Our **Acceptable Use Policy**, set out in the Appendix to these terms of use below, which sets out the permitted uses and prohibited uses of this website. When using this website, you must comply with our Acceptable Use Policy.

## INFORMATION ABOUT US

This website is operated by us, Obbi Solutions Limited (registered number NI639710) whose registered office is at 26 Wellington Park, Belfast BT9 6DL (“**we**”, “**us**” and “**our**”). Our VAT number is available on request.

## CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page. It is your obligation to check regularly if changes have been made. Use of this website after changes are posted online constitutes acceptance of any new terms.

Some of the provisions contained in these terms of use may be superseded by provisions or notices published elsewhere on this website.

## CHANGES TO THIS WEBSITE

We may update this website from time to time, and may change the content at any time. However, please note that any of the content on this website may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that this website, or any content on it, will be accurate and up-to-date, nor free from errors or omissions.

## ACCESSING THIS WEBSITE

We do not guarantee that this website, or any content on it, will always be available or be uninterrupted. Access to this website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of this website without notice. We will not be liable to you if for any reason this website is unavailable at any time or for any period.

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We may limit the availability of this website or any service or product described on this website to any person or geographic area at any time.

## **YOUR ACCOUNT & PASSWORD**

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@obbisolutions.com](mailto:info@obbisolutions.com).

## **NO RELIANCE ON INFORMATION**

The content on this website is provided for general information only (and is often contributed to by external parties). It is not intended to amount to advice on which you should rely. You should not rely on any material on this website to make (or refrain from making) any decision or take (or refrain from taking) any action.

Although we make reasonable efforts to update the information on this website which we provide (as opposed to our users and advertisers), we make no representations, warranties or guarantees, whether express or implied, that the content on this website is accurate, complete or up-to-date.

## **LIMITATION OF OUR LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to this website or any content on it, whether express or implied, including as to:

- the completeness or accuracy of the advice and information contained on this website or any associated website;
- the content of the advertisements included on this website, including but not limited to the ownership, quality, authenticity or the content more generally including any photographs, compliance with description or fitness for purpose; and
- the results of any search of this website.

We will not be liable to any user 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, this website; or
- use of or reliance on any content displayed on this website.

If you are a business user, please note that 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 will not be 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 this website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on this website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

You understand and acknowledge that in using this website, you may be exposed to content that is factually inaccurate, offensive, indecent, fraudulent or otherwise objectionable to you. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect to any such content.

## **UPLOADING CONTENT TO THIS WEBSITE**

Whenever you make use of a feature that allows you to upload content to this website, or to make contact with other users of this website, you must comply with the content standards set out in our Acceptable Use Policy set out in the Appendix to these terms of use below.

You warrant that any such contribution complies with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

Any content you upload to this website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the paragraph below entitled "Rights you licence".

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to this website constitutes a violation of its/their intellectual property rights, or of its/their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of this website.

We have the right to remove any posting you make on this website if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy set out in the Appendix to these terms of use below.

The views expressed by other users on this website do not represent our views or values.

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

## **INTELLECTUAL PROPERTY RIGHTS & CONTENT**

We are the owner or the licensee of all intellectual property rights in this website, 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 print off one copy, and may download extracts, of any page(s) from this website for your personal use and you may draw the attention of others within your organisation to content posted on this website.

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 this website must always be acknowledged.

You must not use any part of the content on this website for commercial purposes without obtaining consent or a licence to do so from us or our licensors.

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

## **RIGHTS YOU LICENCE**

When you upload or post content to this website, you grant us a non-exclusive, royalty-free, freely licensable, transferable, worldwide, perpetual and irrevocable license to use all such content (inside or outside of its original context) for the purposes of running and testing this service on any media we see fit, without prejudice to your statutory rights.

Any personal data you provide us will be processed in accordance with our Privacy Policy.

## **VIRUSES**

We do not guarantee that this website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access this website. You should use your own virus protection software.

You must not misuse this website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this website, the server on which this website is stored or any server, computer or database connected to this website. You must not attack this website 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 this website will cease immediately.

## **LINKING TO THIS WEBSITE**

You may link to our home page without our consent, 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 this website in any website that is not owned by you.

This website must not be framed on any other site, nor may you create a link to any part of this website other than the home page.

If you wish to make any use of content on this website other than that set out above, please contact [info@obbisolutions.com](mailto:info@obbisolutions.com).

## **THIRD PARTY LINKS & RESOURCES IN THIS WEBSITE**

Where this website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.

## **APPLICABLE LAW & JURISDICTION**

These terms of use, their subject matter and formation (and any non-contractual disputes or claims) are governed by the laws of Northern Ireland, and are subject to the exclusive jurisdiction of the courts of Northern Ireland.

## **APPENDIX**

## **ACCEPTABLE USE POLICY**

This acceptable use policy sets out the terms between you and us under which you may access this website. This acceptable use policy applies to all users of, and visitors to, this website.

Your use of this website means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of use.

## **PROHIBITED USES**

You may use this website only for lawful purposes. You may not use this website:

- 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 in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as below;
- 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, 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 also agree:

- not to reproduce, duplicate, copy or re-sell any part of this website in contravention of the provisions of our terms of use;
- not to access without authority, interfere with, damage or disrupt:
  - any part of this website;
  - any equipment or network on which this website is stored;
  - any software used in the provision of this website; or
  - any equipment or network or software owned or used by any third party.

## **INTERACTIVE SERVICES**

We may provide interactive services on this website, which allow you to post or edit content, including comment features.

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 assess any possible risks for users from third parties when they use any interactive service provided on this website, 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 this website, 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.

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.

## **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to this website, and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any such contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions);
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is 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;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **SUSPENSION & TERMINATION**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of this website. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use this website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use this website;
- immediate, temporary or permanent removal of any posting or material uploaded by you to this website;
- issue of a warning to you;
- 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;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.