

Terms & Conditions

Last Updated: 10/09/2020

1. Terms and conditions and acceptance

1.1. These terms and conditions ("Terms") govern the use of the Appitek suite of products and its website (separately or collectively "Product Suite"). Appitek may modify the Terms from time to time and you are advised to keep up to date with any changes by regularly reviewing the Terms on the Appitek website (www.appitek.com, hereinafter the "Site") By using the Product Suite you agree to be bound by the Terms.

1.2. For information on our Privacy Policy, how we use cookies, and obtain consent, please click reference the Site 1.3. Any reference to product(s) includes service(s).

2. Use of the Product Suite

2.1. The Site may contain links to other Appitek sites or to third party sites which may be subject to separate terms and conditions.

2.2. Any links to third party websites from the Product Suite do not amount to any endorsement of that site by Appitek and any use of that site by you is at your own risk.

3. Placing an order

3.1. The information displayed on the Site and elsewhere relating to the Product Suite represent an opportunity for you to assess the products that may be available to you for use or purchase.

3.2. Any order you send to Appitek for the purchase of specific products constitutes an offer for the products selected.

3.3. Appitek may contact you once your order is received to confirm the details of the order that you have made.

3.4. Appitek may perform a credit check as part of this process.

3.5. If Appitek does proceed with your order, Appitek will send you an order confirmation containing details of your order and the terms applicable to the products ordered. This is not an order acceptance and instead constitutes a new offer from Appitek for the products you have selected.

3.6. As long as everything is how you want it, your contract with Appitek will start one business day after the order confirmation has been sent. A business day is a working day and excludes national, public and bank holidays. If you do not ask for changes to be made to your order within this time, you will have accepted our offer to provide you with the products you have selected, the contract will be formed and Appitek will start to prepare the products for you. This is an important date that you should make a note of, as it will be the start of your contract with Appitek.

3.7. The charges you will pay for any products will be the charges in force when you submit your order to Appitek

4. Registration

4.1 Some services within the Product Suite are only available if you register first but you do not have to register to access most of the pages on the Site. If you do register, we may ask you to provide personal details such as name, address, e-mail address, telephone number and, where appropriate, and Appitek account number.

4.2 You are responsible for the proper use and security of any passwords.

4.3 Appitek may delete a registration (and any associated information or data) without notice if the client is in breach of its conditions of use.

5. Availability

5.1 It is technically impracticable to provide a fault-free client experience with the Product Suite and Appitek does not undertake to do so. Notwithstanding this, Appitek will attempt to restore full functionality to the Product Suite as quickly as is reasonably practicable.

5.2 Access to the Product Suite may occasionally be suspended or restricted for operational reasons such as maintenance or the introduction of new facilities or products.

5.3 Appitek reserves the right at any time and without notice to modify, edit, delete, suspend, discontinue, temporarily or permanently, any content, including any products available in the Product Suite, or the Site or any part of it.

6. Products

6.1 Where Appitek allows third party sellers to sell their products in tandem with the Product Suite and you buy from a third party seller, the contract is between you and the seller. Appitek is not a party to this contract and is not the seller's agent. You agree that the seller is responsible for the sale of the products and for dealing with all issues (including claims) in connection with the sale and on-going support.

6.2 Products provided by Appitek (where the contract is between you and Appitek) are subject to these terms and conditions.

7. Appitek content and copyright

7.1 Content provided by Appitek including information, data, material, text, designs, graphics, pictures, video, photographs, applications, software, audio and other files, and their selection and presentation, is owned by Appitek or licensed to Appitek by third parties. It is protected by copyright, trademark and other intellectual property rights as applicable and provided solely for your own use. Republication or redistribution of the content, including by framing or similar means, is prohibited.

7.2 If Appitek is informed of any inaccuracies in the content, Appitek will use reasonable endeavours to correct the inaccuracies as soon as reasonably practicable.

8. Your content

8.1 You are responsible for all content including comments, files, material, suggestions and ideas, you deploy in tandem with the Product Suite. If you did not create the content, it is your responsibility to ensure that you have all necessary consents from the owner.

8.2 You agree to give Appitek a non-exclusive, transferable, royalty-free, worldwide licence to use or publish any content that you upload, post or otherwise make available to Appitek.

9. Customer obligations

9.1 You must not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Product Suite.

9.2 You must not use the Product Suite:

- (a) to gain unauthorised access to other computing systems;
- (b) in any way that may damage, disable, overload or affect the operation of the Product Suite;
- (c) to solicit participation in public discussion, debate, comment or activity outside the Product Suite;
- (d) to provide false or misleading information about yourself or your business, or create a false identity;
- (e) in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights, or any Appitek guidance or policies;
- (f) fraudulently or in connection with a criminal offence or in any way that is unlawful or in breach of any legislation and you must make sure that this does not happen; or
- (g) to send, communicate, knowingly receive, upload or download any material or content that is offensive, abusive, indecent, defamatory, libellous, obscene, menacing, or that causes annoyance, inconvenience, needless anxiety or that is intended to deceive.

10. Suspension and termination

If Appitek, at its sole discretion, believes that you have:

- (a) misused the Product Suite (or any part of it) in any way; or
- (b) breached any of the Terms, or any contract with Appitek, Appitek may, without notice, terminate your registration, or suspend or terminate your access to the Product Suite. Appitek will be under no obligation whatsoever to reinstate your registration.

11. Indemnity

You will keep harmless, defend and indemnify Appitek against any claims, losses, costs and liabilities arising from any claims by any third party, in connection with the use or misuse of the Product Suite in breach of the Terms.

12. No warranties

Unless otherwise expressly specified in these Terms or separate terms and conditions, the Product Suite is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Appitek provides you with the Product Suite on the basis that Appitek excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, and fitness for purpose) which, but for this legal notice, might have effect in relation to the Product Suite.

13. Appitek's liability

13.1 Appitek is not liable whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for: (a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or corruption or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or (b) any indirect or consequential loss or damage whatsoever, resulting from your use of or inability to use the Site, or from your relying on the accuracy or completeness of the Site content.

13.2 Nothing in these Terms: (a) applies to Appitek's liability in respect of products sold under Appitek's standard terms and conditions; or (b) excludes or restricts in any way Appitek's liability for death or personal injury caused by its negligence or to any extent not permitted by law.

14. Advertising and sponsorship

Advertisers and sponsors are responsible for ensuring that material submitted for inclusion with the Product Suite complies with relevant laws and codes of practice. Appitek is not responsible for any error or inaccuracy in advertising and sponsorship material.

15. Transfer of rights and obligations

You may not transfer any of your rights or obligations under the Terms to another party.

16. Waiver

If Appitek delays in acting upon a breach of these Terms that delay will not be regarded as a waiver of that breach. If Appitek waives a breach of the Terms that waiver will be limited to that particular breach.

17. Matters beyond our reasonable control

Appitek will not be liable for any breach of the Terms caused by circumstances beyond Appitek's reasonable control.

18. Confidentially

18.1 Subject to clause 18.2, you and Appitek will keep in confidence any information of a confidential nature obtained as a result of the use of the Product Suite and will not disclose that information to any person other than their employees or professional advisers.

18.2 Clause 18.1 will not apply to: (a) any information which has been published other than through a breach of the Terms; (b) information lawfully in the possession of the recipient before the disclosure took place; (c) information which a party is requested to disclose which, if it did not it would be required by law to do so.

19. Data protection

Appitek will comply with its obligations under applicable data protection legislation and maintain all relevant registrations and notifications, for the purposes of operating and supporting the Product Suite.

20. Virus protection

20.1 You must take all reasonable steps to ensure that any software you use with or in connection with the Product Suite is not infected by viruses.

20.2 Appitek will take all reasonable steps to ensure that any software used in connection with the Product Suite is not infected by viruses.

21. Severability

If any provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect.

22. Third party rights

A person who is not party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms or Terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act. 22. Applicable law - These Terms are governed by the law of England and Wales. Any disputes arising out of the use of this Site are to be submitted to the exclusive jurisdiction of the English Courts.