

## **Depositit ORGANISER - TERMS AND CONDITIONS**

The following terms and conditions ('Terms') govern the provision and your use of the Depositit ORGANISER ('Organiser') service and web application provided by Aradon Limited (Aradon) and collectively called the 'Service'.

### **1. ACCESS**

Access to the Service will be provided to you once you have accepted these Terms and completed the registration or subscription process. On registration or subscription you will select a Username & Password. All Users of the Service do so on the understanding that all points within these Terms have been accepted. Your use of the Service in any manner which is prohibited by these Terms may result in termination or suspension of the Service.

You are responsible for the security of your password. We reserve the absolute right to suspend, terminate, or modify, for any or no reason, any User ID and/or password provided to you for use with the Service.

If you have any queries concerning the Service or your account, you should contact customer care by emailing [care@depositit-organiser.com](mailto:care@depositit-organiser.com)

### **2. LICENCE**

You are granted a non-exclusive, non-transferable, revocable licence with effect from your acceptance of the Terms to use the Service.

Save for the limited licence provided for in these Terms, you shall have no proprietary or other interest or rights in the Service.

You shall not without our prior written consent (other than to the strict extent that such act cannot be restricted by law):

copy the whole or any part of the Service;

-modify, merge or combine the whole or any part of the Service with any other software;

-assign, transfer, distribute, sell, lease, rent, sub-licence, charge or otherwise deal in or encumber the Service;

-adapt, translate, reverse engineer, decompile or disassemble the whole or any part of the Service.

### **3. CHANGES TO SERVICE**

The Terms may be changed (including any reasonable change to the charges for use of the Service) at any time provided that any change to charges will only take effect 30 days after being posted on the website from time to time.

Aradon reserves the right to change, revise or modify the terms at any time posting the amended terms on the website. Any amended terms shall automatically be effective upon posting. Your continued use of the service will signify your acceptance of the revised terms. If you do not accept the revised terms, your sole and exclusive remedy is to discontinue using the Service. The latest terms will be viewable on the website ([www.depositit-organiser.com](http://www.depositit-organiser.com)) and you should always review them prior to using the Service and website.

### **4. CHARGES & PAYMENTS**

Depositit may from time to time and through promotions offer free accounts, sometimes with limited capacity or features ("Free Account") and various fee-bearing accounts offering additional features and enhancements ("Paid Accounts"). If you or if you are an individual or company entering into this agreement on behalf of any other legal entity or person, then you on behalf of the legal entity or person which you acted or purported to act for when accepting these Terms for a Free or Paid Account, you agree to pay the fixed subscription and/or variable usage-based fees, if any, for the account type you have selected and agree to any applicable restrictions, including but not limited to quotas on the amount of storage you are allowed to use. If you exceed any quota or limits of any sort allocated to your account, you agree that Aradon may restrict your ability to use the Service until you reduce your quota or pay for any additional quota required.

Payment may be collected via credit or debit card or standing order or direct bank transfer as agreed when the Service is taken or upgraded. All sums are expressed to be exclusive of VAT for which you shall be additionally liable at the applicable rate.

Unless you notify Depositit prior to the expiration of your account that you wish to terminate your use of the service and close your account (see 'Term and Termination' below) you authorise Aradon to automatically collect payment at the then-renewal fees in the method that has been agreed (via credit/debit card, standing order, direct bank transfer).

If, we are unable to collect payment for the Service for any reason and no effort is made to remedy the situation by the subscriber and the transaction remains outstanding for longer than 30 days Aradon reserve the right to terminate the account at this time. We shall be entitled to charge you interest at 4% over the Barclays Bank rate of Interest from time to time in force in respect of any invoices not so discharged.

Please note that even if your account is shut down you will still be liable for all outstanding payments. In addition, a minimum £50 + VAT administrative fee will be added to your outstanding invoice.

We reserve the right to revise the subscription charges from time to time. A copy of the subscription charges is available on the website ([www.depositit-organiser.com](http://www.depositit-organiser.com) and [www.depositit.com](http://www.depositit.com)). Any alterations shall not have effect retrospectively.

**IMPORTANT:** Charges are made for both ongoing use of the Service and/or the storage of any data that has been uploaded to the Service and therefore made available to you. In addition charges are made irrespective of your use of the service, as long as an account is live, payments will be required to cover the account. Payments will not be required only if an account has been requested to be closed. Full details of closing an account can be seen below under 'Term and Termination'.

## 5. YOUR RESPONSIBILITIES

You unconditionally agree:

-to notify us promptly by e-mail if you suspect unauthorised use of the Service. Until you notify us and until we confirm receipt of your email, you remain responsible for such unauthorised use;

-to provide accurate and complete registration information (including, but not limited to, your name, postal or e-mail address, phone number, payment information) and to promptly report any changes in such information to us. Aradon will not be responsible in the event that you did not receive information sent to you due to invalid contact details, therefore you must directly update your account with your new details via the administration section within your account or if you are unable to do this to inform Aradon as to any change in the above mentioned details and receive a confirmation from Aradon that your details were updated successfully. All correspondence to and from Aradon relating to your account will be via email;

-that you are responsible for providing and maintaining all computer equipment and software necessary for you to access the Service;

- that you are responsible for the information that you add, amend, delete or store within your Organiser. **IMPORTANT:** when you delete information from your Organiser no copies are saved. Once a command has been given to the system to update, amend or delete any data - this is carried out immediately with no historic versioning or restorations available. You must ensure you wish to make any updates or deletions before doing so.

-not to resell, remarket, or otherwise redistribute any portion of the Service;

-to comply with all applicable laws, regulations, or conventions, including, but not limited to, those related to child pornography, gambling or gaming, obscenity, securities, intellectual property rights, data privacy, import/export of data and taxes, or misleading or deceptive conduct.

You warrant that by registering for/subscribing to and continuing to use the Service that you are of legal age and capacity.

## **6. TERM AND TERMINATION**

Unless otherwise stated you agree that the Service shall be provided for a minimum period of one year ("the Initial Term") commencing on the date on which you confirm acceptance of the Terms and shall continue thereafter for successive 12 month terms ("Renewal Terms") unless and until you notify us in writing at least thirty (30) days prior to the end of the Initial Term or any of the Renewal Terms.

If you require that we cease to provide the Service you must notify us of that fact in writing (by email is fine to [sales@depositit-organiser.com](mailto:sales@depositit-organiser.com)) at any time prior to the expiry of the Initial Term or Renewal Terms. Other than for our default, no refund will be offered irrespective of whether or not you actually use the Service. In addition, we may withdraw the Service or you may require that we cease to provide the Service if:-

-either of us commits any material breach of the Terms and fails to remedy such breach within thirty (30) days after receipt of written notice of the same except in the case of failure to pay in which case the period is five (5) days;

-any party becomes or is deemed insolvent, ceases to trade or has a liquidator, receiver, manager, administrator or administrative receiver or similar office appointed in respect of the whole or part of its business or enters into any arrangement or composition with its creditors or is wound up otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumed all of its obligations, or is unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986, or is made bankrupt, or undergoes a similar or analogous event in any jurisdiction.

PLEASE NOTE that we reply to all termination requests by email and if within 5 days we have not responded or you have not heard from us to confirm your request for account cancellation/termination/closure this should be understood that we have not received your request and your account will remain live and any payments due will become payable until

you hear from us confirming closure. We would strongly suggest that you re-send your request to us.

## **7. TERMINATION CONSEQUENCES**

If you have subscribed on the basis of any offer of FREE usage and wish to cancel your account without being charged you are required to notify us within the FREE period of your chosen subscription package. If we do not receive this notification from you then payment for the Service will be due as per the terms and conditions above.

## **8. DISCLAIMER OR WARRANTIES**

The use of our Service is subject to a fair use policy. What constitutes fair use is at the discretion of the Operations Director of Aradon.

Aradon, at its sole discretion, may modify or discontinue the Service for any reason without notice. The Service you receive is “as is” and without any warranty other than those explicitly provided for in these Terms.

Aradon, will to the best of its ability provide a Service that is uninterrupted and error free, that defects will be corrected and that the site or the server that makes it available, are free of viruses or other harmful components; however does not represent or make any warranties in this respect whatsoever and your sole remedy in the event that we do not maintain a reasonable service shall be to terminate the provision of the Service

For the avoidance of any doubt these Terms do not establish a contractual relationship with any third party who supply or promote this Service .

Placement of information, logos, links or names of non-Aradon services does not constitute an endorsement of warranty of these entities, their products or services. Users take full responsibility for the decision to visit such sites and hold Aradon, harmless from any liability arising from such actions. You further acknowledge that no relationship is created between you and Aradon, by your participation on the site. It is your responsibility to evaluate the accuracy, completeness, and usefulness of the information contained on this site. The content provided in this and guidance provided in this service are not intended and so not constitute professional advice.

## **9. SPAM**

This Service may now or in the future allow you to send emails/SMS messages to others. You may not use the Service to send unsolicited, bulk or indiscriminate messages, for personal or commercial purposes. Any use of the Service in this way will be deemed to be in breach of these Terms and will result in Termination of your account in accordance with these Terms.

## **10. LIMITATION OF LIABILITY**

Your sole right and exclusive remedy and our exclusive liability in the event of any breach of the Terms, or if you are dissatisfied for any reason with the Service or any guidelines or policies, is to require the cessation of the Service as provided in Section 6 (Termination) and to recover your direct damages up to a maximum of the amount you have paid for the Service during the period from the date of commencement of any initial or renewal Term to the date of any renewal term or termination whichever is soonest (maximum 12 month period or annual term).

We shall not have any other liability whatsoever to you and shall not be liable for any misrepresentation (save where fraudulent) or be liable in contract tort or otherwise for any indirect or consequential loss, loss of revenue, loss of profits, loss of business or goodwill, loss or damage due to corruption of data, loss of opportunity, (whether direct or indirect) or for any indirect or consequential loss whether arising from negligence, breach of contract or howsoever caused, which arises out of or in relation to these terms and conditions and/or the provision of the Service.

You acknowledge and accept that electronic information sent via the Internet can be affected by errors in transmission, destructive programs and or information introduced maliciously by third parties such as viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Whilst we will use reasonable endeavours to procure that such destructive programs are restricted we are not liable for the presence of such programs except to the extent to which the presence of destructive programs is caused by our failure to use such reasonable endeavours; and that we have no control over the Internet or documentation transmitted by email or via the Internet.

The Service does not include protection for or privacy of such information.

We shall not have any liability to any third party except in accordance with these Terms or except as otherwise expressly agreed in writing by us.

Nothing in the Terms shall exclude or limit either party's liability for death or personal injury arising from its negligence or that of its servants, agents or employees.

## **11. INDEMNITY**

You agree to defend, indemnify and hold us, our affiliates, contractors, service providers, employees, agents harmless, from and against any and all liabilities, cost and expenses, including reasonable attorneys' fees related to or arising from, any breach by you of the Terms, failure by you to perform your obligations, your use of the Service.

## **12. GENERAL**

These Terms constitute the entire agreement between you and us, superseding any prior oral or other agreements about the Service.

Your use of the Service after the effective date of a change of the Terms constitutes your continued acceptance of the Terms and the Service, as amended.

If any provision of these Terms is determined to be invalid, all other provisions remain in force

You should send all written notices relating to the Service to: Aradon Limited, 78 York Street, London W1H 1DP, United Kingdom.

## **13. GOVERNING LAW**

These Terms will be governed by English Law and disputes relating to them will be submitted to the exclusive jurisdiction of the English courts.

Last updated: 31<sup>st</sup> March 2015