

TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE

These terms of use ("**Terms**") together with all documents referred to herein govern the relationship between those that visit and use our Website ("**you**", "**your**") and Opses Limited ("**we**", "**us**", "**our**") under which our services are provided by us and products and services sold through our website at www.opses.co.uk ("**Website**").

By continuing to browse and use the Website you are agreeing to comply with and be bound by these Terms. When we contract with third parties our contractual documents will further deal with privacy issues. We may make changes to these Terms from time to time, which will be updated on our Website.

1. WHO WE ARE AND HOW TO CONTACT US?

The Website is operated by Opses Limited, a company registered in England and Wales. Our company number is 09620557 and our registered office is 37 Commercial Road, Poole, Dorset, BH14 0HU.

To contact us, please email us at info@opses.co.uk.

By accessing and using the Website together with any content, you confirm that you understand and accept these Terms and that you agree to comply with them. We will also require you to accept our Privacy Policy and our general terms of conditions of sale and EULA as they may apply to our products and services, through the use of the Website.

If you do not agree to these Terms, you must not use or visit the Website. We recommend that you print or download a copy of these Terms for future reference.

2. WE MAY MAKE CHANGES TO THESE TERMS

We may amend these Terms from time to time. Every time you wish to use the Website, please check these Terms to ensure you understand the Terms that apply at that time.

3. WE MAY MAKE CHANGES TO THE WEBSITE

We may update and change the Website from time to time to reflect changes to our services, products, our users' needs and our business priorities.

4. ACCESSING OUR WEBSITE

Access to the Website is permitted on a temporary basis and we reserve the right to withdraw or amend any access to the services we provide on the Website.

The Website is made available free of charge if you visit, unless you purchase our products and services. We may restrict access to parts of the Website for our customers as opposed to general visitors of the Website.

We do not guarantee that the Website, 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 Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

5. YOU MUST KEEP YOUR 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.

You are responsible for making all arrangements necessary for you to have access to the Website. You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them at all material times.

If you know or suspect that anyone other than you knows your user identification code or password without your consent, you must promptly notify us using the contact details above.

6. INTELLECTUAL PROPERTY RIGHTS

Opses Limited is the owner or the licensee of all intellectual property rights on the 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.

Except as expressly stated herein, these Terms do not grant you any rights to, or in, or other rights or licences in respect of our products or services. We are the owner or licensee of all intellectual property rights in and to the Website and all source code, databases, functionality, software, Website designs and graphics on the Website and the trademarks published or logos all vest in Opses Limited. All of these works are protected by copyright laws and treaties all around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use or link to the Website for your own use, and you may draw the attention of others within your organisation to content posted on our site.

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

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

7. DO NOT RELY ON INFORMATION ON THIS WEBSITE

The content on the Website is provided for general information only.

Insofar as is permitted by law, we make no representation, warranty or guarantee that the Website will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software or hardware, or that it will be secure.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

8. CONTENT AND THIRD PARTIES

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only but may contain affiliate links, where we have linked other businesses. Such links should not be interpreted as approval by us of those linked Websites or information you may obtain from them. However, we do ensure that any links relate to the products and services we offer.

We have no control over the contents of those sites or resources and we accept no liability for the content of third-party sites.

We may feature advertising on the Website. We are not responsible for any advertising, including, but not limited to, any errors, inaccuracies or omissions.

9. TERMINATION

We can terminate your access and use of the Website at any time and without notice, if it is deemed that you have breached these Terms or our general terms and conditions or uploaded any material or done anything to the Website, that is false, misleading or against the law, or for any other reason it determines is inappropriate.

10. LIMITATION OF LIABILITY

These provisions only apply to the use of the Website. Our relationship with you will be governed by our terms and conditions depending on our contractual relationship with you and our Privacy Policy.

Our liability to you as a business user is as follows:

- 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 your:
 - use of, or inability to use, the Website; or

- use of or reliance on any content displayed on the Website.
- 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.

11. PROHIBITED ACTIVITIES

You may only use the Website for lawful purposes. You must not use the Website in the following ways:

- 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 transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (including spam);
- to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, spyware, adware or any other harmful programs or other similar code designed to adversely affect the operation of the computer software or hardware;
- systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from us;
- trick, defraud or mislead us and other users, especially in an attempt to learn sensitive account information such as user passwords;
- circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of the content or enforce limitations on the use of the Website and any content;
- disparage, tarnish or otherwise harm, in our opinion, us and/or the Website;
- make improper use of our support services or submit false reports of misconduct; or
- engage in unauthorised framing or linking to the Website.

You also agree:

- not to reproduce, replicate, copy or re-sell any part of the Website; and
- not to access without authority, interfere with or damage or disrupt any part of the Website.

12. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that the Website will be secure or free from bugs or viruses and we accept no liability for any loss or damage arising from a virus or other malware that may adversely affect your software, hardware or data that occurs as a result of your use of the Website (including the downloading of any content) or any other site referred to on the Website.

You are responsible for configuring your information technology, computer programmes to access the Website. You should use your own virus protection software.

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

You must not attack the 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 the Website will cease immediately.

13. RULES ABOUT LINKING TO THE WEBSITE

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.

We reserve the right to withdraw linking permission without notice.

14. DATA PROTECTION

To enable us to fulfil our services to you in Website, it may be necessary to collect and use personal data from you.

Further details on how we may use any such personal data can be found in our Privacy Policy [Privacy and Cookie Policy - Opses](#). This policy is incorporated into these Terms by reference herein.

15. TERMINATION

The consequences of these Terms ending arising from us terminating your access to the Website, are as follows:

- a. you are no longer allowed to use either the Website and we may remotely limit your access to it;
- b. you must delete it from any devices that it has been installed on;
- c. we may delete or suspend access to any accounts that you hold with us; and

- d. where it has been ended by us because you have not complied with a part of our agreement with you, you are not entitled to a refund.

16. GENERAL

Updates to these Terms – You agree that we may update these Terms from time to time when it is necessary and reasonable to do so.

Assignment and Transfer – Opses Limited may freely assign or transfer its rights and obligations under these Terms. You may not assign or transfer any of your rights.

Severance – Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining terms will remain in full force and effect.

Third Party Rights – These Terms are between you and us. No other person has any rights to enforce any of its terms.

Governing Law and Jurisdiction - If you are a consumer, please note that these Terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

If you are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.