

## **RULER – TERMS & CONDITIONS**

### **BACKGROUND:**

These terms and conditions apply as between you, the User of Services provided therein and Ruler IT Limited, the “Company”, the owner of the Services and this Website. Your agreement to comply with and be bound by these terms and conditions and to grant any and all licences required is deemed to occur upon your acceptance of these terms and conditions prior to your first use of the Services.

#### **1. Definitions and Interpretation**

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

**“Company” means Ruler IT Limited of The Coach House, 212 High Street, Boston Spa, Leeds, LS23 6AD, United Kingdom, a company registered in England and Wales with company number 09110782;**

**“Account” means collectively the personal information, payment information and credentials used by Users to access the Services through the Web Site or Program;**

**“Agreement” means the binding contract that shall come into effect between the User and the Company following the User’s acceptance of these terms and conditions, their order for a subscription and the Company’s acceptance of that order, which shall incorporate these terms and conditions;**

**“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Website or Program;**

**“Program” means the executable program, software or application loaded into Equipment or such other item to allow the delivery of the Services;**

**“Services” means collectively the facilities, tools, services or information that the Company makes available either now or in the future;**

**“Subscription Fee” means the sum of money paid by Users at Annual or Monthly intervals to keep their Account active and to enable them to access the Services;**

**“Subscription Period” means the period for which a subscription has been selected and may refer to a Trial, Licence or Site Licence accordingly;**

**“User / Users” means any third party that accesses the Website or Program and the Services that is not employed by the Company and acting in the course of their employment; and**

**“Website” means the website on which these terms and conditions appear (ruler.co.uk) and any sub-domains of that website unless expressly excluded by their own terms and conditions.**

1.2 Unless the context otherwise requires, each reference in these terms and conditions to:

**1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;**

**1.2.2 a statute or a provisions of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;**

**1.2.3 a Clause or paragraph is a reference to a Clause of these terms and conditions.**

1.3 The headings used in these terms and conditions are for convenience only and shall have no effect upon the interpretation of these terms and conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

## 2. Provision of Services

2.1 The Company shall use all reasonable endeavours to provide the Services on an error-free basis and without interruption.

2.2 Notwithstanding sub-Clause 2.1, the Company does not provide any guarantee that provision of the Services shall be error-free or without interruption and reserves the right to alter or suspend provision of the Services without prior notice to Users. By accepting these terms and conditions the User acknowledges that the Services may change in form or nature at any time.

2.3 The Company shall have the right, exercisable at its sole discretion, to terminate provision of the Services without prior notice to Users.

**2.4 Notwithstanding the Company's right to perform any of the actions detailed in this Clause without prior notice, the Company shall use all reasonable endeavours to provide such notice whenever possible.**

## 3. Access to Services

3.1 The User represents and warrants that they have the authority to enter into the Agreement, to use the Services, and to perform any and all acts as may be necessary under these terms and conditions.

3.2 If the User is unable to comply with the requirements of sub-Clause 3.1 they shall be prohibited from using the Services and must not accept these terms and conditions.

3.3 In order to use the Services and to submit or create Content, Users are required to create an Account and to submit certain personal details. By accepting these terms and conditions the User represents and warrants that:

3.3.1 any information that is submitted is accurate and truthful;

3.3.2 all such information will be kept accurate and up-to-date; and 3.3.3 the means by which they identify themselves does not violate any part of these terms and conditions or any applicable laws.

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3.4 If the User has reason to believe that their Account details have been obtained by another without consent, the User should contact the Company immediately to suspend their Account and cancel any unauthorised orders or payments that may be pending. Users should be aware that orders or payments can only be cancelled up until the point at which the Services are used for the first time through that particular Account. Please refer to Clause 4 for further details. In the event that unauthorised use is made prior to the User notifying the Company of the unauthorised nature of the order or payment, the Company will suspend access to the Services and the withdrawal of any scheduled payments pending investigation. Following investigation, it shall be determined whether or not to cancel access to the Services and make a full or partial refund of the payment to the User.

## 4. Subscriptions and Cancellation

4.1 Users are required to pay a Subscription Fee from the date that they activate their subscription, unless the service is provided free of charge. The User will be billed Annually or Monthly thereafter until the User opts to cancel their subscription.

4.2 The first payment will be at the price agreed in writing. The Company reserves the right to change Subscription Fees from time to time and any such changes may affect the price of subsequent renewals. The Company reserves the right to make any special offers to any users we alone deem appropriate. Further information on subscriptions and pricing can be accessed from the Company.

4.3 No part of the **Website constitutes a contractual offer capable of acceptance. A User's order for a subscription constitutes a contractual offer that the Company may, at our sole discretion, accept. The Company's acceptance is indicated by us sending the User an Invoice** or in the case of a free service, a Licence Key. Only once the Company has done so will there be a binding contract between the Company and the User.

4.4 Subscription confirmations under sub-Clause 4.3 will be sent to the User immediately upon the **activation of the User's subscription and shall contain the following information:**

4.4.1 Confirmation of the subscription including full details of the main characteristics of the Services available through the subscription;

4.4.2 Fully itemised pricing for the subscription including, where appropriate, taxes and any other additional charges;

4.4.3 The applicable times and dates for the subscription (including the commencement date, renewal date(s) and/or expiry date); and

4.4.4 **A confirmation of the User's express request that the Services are made available immediately and that this will constitute a waiver of the User's statutory right (where the User is a consumer based in the European Union) to cancel as set out below in sub-Clause 4.5;**

**4.5 Provision of the Services shall commence immediately upon the confirmation of the User's** subscription. When completing the subscription process, the User shall be required to expressly acknowledge that they wish the Services to be made available immediately. The User shall also be required to acknowledge that by doing so, they will lose their statutory right (where the User is a consumer based in the European Union) to cancel their contract with the Company as detailed in sub-Clause 4.6.

4.6 If the User is a consumer based in the European Union, they have a statutory right to a **cancellation or "cooling-off" period with respect to the purchase of certain goods and services in** distance selling transactions. This period, if applicable, begins once the contract between the Company and the User is formed (as set out in sub-Clause 4.3) and ends at the end of 14 calendar **days after that date. Under normal circumstances, the Company's Services begin immediately upon** confirmation of a User's subscription. As set out in sub-Clause 4.5, by expressly requesting this, the User waives their right to the cancellation period and may not cancel merely because they have changed their mind.

4.7 The User may cancel at any time after subscribing, however subject to sub-Clause 4.8, no refunds can be provided and the User shall continue to have access to the Services for the remainder of the then-current Subscription Period up until the expiry date of that Subscription Period whereupon access will cease unless the User chooses to pay the Subscription Fee and reactivate their subscription.

4.8 If a User subscribes in error, the Company must be informed within 7 days and must not attempt to access the Services during that time. If any use of the Services during this time period can be **traced to the User's Account, no refund will be provided and the User shall continue to have access to** the Services for the duration of the relevant Subscription Period.

## **5. Use of Services**

5.1 The Services are for available for commercial use only;

5.2 Users are permitted to use the Services only in accordance with:

5.2.1 these terms and conditions; and

5.2.2 any relevant law, regulation or other applicable instrument in their particular jurisdiction.

5.3 Subject to any express agreement to the contrary, Users may only access the Services through the normal means provided by the Company. Users shall not attempt to download, convert or otherwise reverse-engineer any part of the Services.

5.4 The restrictions set out in sub-Clause 5.3 shall not apply to Content submitted or created by a particular User where that User is downloading their Content, nor to any other Content that a User may have permission to access.

5.5 Users may not engage in any conduct that may disrupt provision of the Services by the Company.

5.6 Subject to any express agreement to the contrary, Users may not reproduce, copy, duplicate, trade or resell the Services.

**5.7 Users' rights to use the Services are non-exclusive, non-transferable and, subject to the statutory rights of consumers, fully revocable at the Company's discretion.**

## **6. Intellectual Property**

6.1 Subject to the exceptions in Clause 7 of these terms and conditions, all Content included in the Program and on the Website, unless submitted or created by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of the Company, our affiliates or other relevant third parties. By accepting these terms and conditions the User acknowledges that such material is protected by applicable United Kingdom and International intellectual property and other laws.

6.2 Subject to Clause 9 Users may not reproduce, copy, distribute, store or in any other fashion re-use material from the Program or Website unless otherwise indicated on the Program or Website or unless given express written permission to do so by the Company.

## **7. Third Party Intellectual Property**

Where expressly indicated, certain Content, such as advertising material, and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 6 of these Terms and Conditions to use Content from the Web Site. The exceptions in Clause 9 continue to apply. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

## **8. User Content and Intellectual Property**

8.1 When using the Services to create Content, Users should do so in accordance with the following rules:

8.1.1 Users must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory or fraudulent;

8.1.2 Users must not submit Content that is intended to promote or incite violence;

8.1.3 Users must not submit Content that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks;

8.1.4 Users must not post links to other websites containing any of the above types of Content;

8.1.5 Users must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;

8.1.6 Users must not impersonate other people, particularly employees and representatives of the Company or our affiliates;

8.1.7 Users must not use the Services for unauthorised mass-**communication such as "spam" or "junk mail"**.

8.2 The Company has the right, but not the obligation to pre or post-screen Content submitted or created by Users and may flag or filter any Content that it deems appropriate.

8.3 If any Content is found to be in breach of these terms and conditions, the Company reserves the right to remove it without notice and may, at its sole discretion, suspend or terminate the responsible **User's access to the Services.**

8.4 Users acknowledge that they may be exposed to Content that they may find offensive. If a User believes that such Content is in violation of these terms and conditions, it should be reported to the Company by email or in writing.

8.5 Users are solely responsible for any and all Content that they submit or create. The Company does not endorse, support, represent or otherwise guarantee the accuracy or reliability of such Content.

8.6 Subject to sub-Clause 8.4, Users use the Services at their own risk.

8.7 By submitting or creating Content Users warrant and represent that they are the author of such Content and / or that they have acquired all of the appropriate rights and / or permissions to use the

Content in this fashion. The Company accepts no responsibility or liability for any infringement of third party rights by such Content. Further, Users waive all moral rights in any and all Content that they submit or create to be named as its author. The Company accepts no responsibility or liability for any infringement of third party rights by such Content.

8.8 By accepting these terms and conditions, the User grants a non-exclusive, worldwide, perpetual licence to the Company to copy, distribute, transmit, publicly display, publicly perform, transmit and reformat all Content for the sole purpose of providing the Services.

8.9 The User represents and warrants that they have all necessary rights, power and authority to grant the licence described in sub-Clause 8.8.

## **9. Fair Use of Intellectual Property**

Content may be copied, transmitted, performed, adapted or otherwise re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 or other relevant legislation apply.

## **10. Links to Other Websites**

The Program and Website may provide links to other websites as part of the Services. Unless expressly stated, such websites are not under the control of the Company or that of our affiliates. The Company assumes no responsibility for the content of the websites and disclaims liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another website does not imply any endorsement of that website or of those in control of it.

## **11. Links to this Website**

Users wishing to place a link to this Website on another website may do so only to our home page in the absence of any prior permission. Deep linking (i.e. links to specific pages within the Website) requires the express permission of the Company. To find out more Users should email the company.

## **12. Privacy and Data Protection**

**12.1 Use of the Website, Programs and the Services is also governed by the Company's Privacy Policy** (<http://ruler.co.uk/privacy>) which is incorporated into these terms and conditions by this reference.

**12.2 Use of the Website, Programs and the Services is also governed by the Company's Data Protection Policy** (<http://ruler.co.uk/dpa>) which is incorporated into these terms and conditions by this reference.

**12.3 All personal information that the Company may collect (including, but not limited to, Users' names and addresses) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Users' rights under that Act.**

**12.4 The Company may use personal information to:**

**12.4.1 Provide the Services to Users;**

**12.4.2 Process Users' payments for the Services; and**

**12.4.3 Inform Users of new products and services.** Users may request that the Company stops sending such information at any time.

**12.5 The Company will not pass on any User's personal information to any third parties without the express consent of that User.**

## **13. Disclaimer of Warranties**

**13.1 The Company makes no warranty or representation that the Website, Program or the Services will meet Users' requirements, that they will be of satisfactory quality, that they will be fit for a particular purpose, that they will not infringe the rights of third parties, that they will be compatible with all systems, or that they will be secure.**

13.2 The Company shall use all reasonable endeavours to ensure that all information provided on the Website, Program and the Services is accurate and up to date, however the Company makes no warranty or representation that this will always be the case. The Company makes no guarantee of any specific results from the use of the Website, Program or the Services.

13.3 No part of the Website, Program or the Services is intended to constitute advice and the Content of the Website, Program and the Services should not be relied upon when making any decisions or taking any action of any kind.

13.4 Whilst every effort has been made to ensure that all descriptions of Services available from the Company correspond to the actual services available, the Company is not responsible for any variations from these descriptions.

#### **14. Availability of the Website, Program and the Services**

**14.1 The Website, Program and the Services are provided “as is” and on an “as available” basis.** The Company gives no warranty that the Website, Program or the Services will be free of defects and / or faults. To the maximum extent permitted by law the Company provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

14.2 The Company accepts no liability for any disruption or non-availability of the Website, Program or the Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

14.3 Use of the **Programs and the Services is also governed by the Company’s Help Desk** Service Level Policy (<http://ruler.co.uk/helpdesk>) which is incorporated into these terms and conditions by this reference.

#### **15. Limitation of Liability**

**15.1 The Company’s liability for any direct or indirect loss or damage, foreseeable or otherwise,** including any indirect, consequential, special or exemplary damages arising out of our breach of these terms and conditions shall be limited to the value of **the User’s subscription prevailing at the relevant time.** For all other direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website, Program, the Services or any information contained therein, to the maximum extent permitted by law, the Company accepts no liability. Users should be aware that they use the Website, Program, the Services and all relevant Content at their own risk.

15.2 Nothing in these terms **and conditions excludes or restricts the Company’s liability for death or** personal injury resulting from any negligence or fraud on the part of the Company.

15.3 In the event that any of these terms and conditions are found to be unlawful, invalid or otherwise unenforceable, the term in question shall be deemed severed from these terms and conditions and shall not affect the validity or enforceability of the remaining terms and conditions. This term shall only apply within jurisdictions where a particular term is illegal.

#### **16. Termination**

**16.1 Either the Company or a User may terminate a User’s Account and (where relevant) the User’s subscription.** If the Company terminates a User’s Account or subscription, the User shall be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, the Company reserves the right to terminate without giving reasons.

**16.2 If the Company terminates a User’s Account as a result of that User’s breach of these terms and conditions,** the User shall not be entitled to any refund. Such terminations can be appealed by writing to the Managing Director.

**16.3 If the Company terminates a User’s Account for any other reason, the User will be refunded any** remaining balance of the Subscription Fee. Such refunds shall be calculated based upon the

Subscription Fee being divided by the number of days in the applicable Subscription Period and multiplied by the number of days remaining until the end of that Subscription Period.

16.4 If the Company terminates **a User's Account or subscription, the User shall cease to have** access to the Services from the time of termination.

16.5 If a User terminates their Account or subscription, the User will continue to have access to the Services for the remainder of the relevant Subscription Period as per sub-Clause 4.7.

**16.6 Upon cancellation or termination and the ending of the User's access to the Services, the Agreement shall also terminate.**

## **17. No Waiver**

In the event that either the User or the Company fails to exercise any right or remedy contained in these terms and conditions, this shall not be construed as a waiver of that right or remedy.

## **18. Assignment**

Users may not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of these terms and conditions or the Agreement without the prior written consent of the Company, such consent not to be unreasonably withheld.

## **19. Entire Agreement**

These terms and conditions embody and set forth the entire agreement and understanding between the Parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither the User nor the Company shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these terms and conditions, save for any representation made fraudulently.

## **20. Communication**

20.1 All notices / communications shall be sent to and by the Company either by post to our premises (Ruler IT Limited, The Coach House, 212 High Street, Boston Spa, Leeds, LS23 6AD, United Kingdom) or by email (info@ruler.co.uk). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

20.2 We may from time to time, if you opt to receive it, send you information about our products **and/or services. If you do not wish to receive such information, please click on the 'Unsubscribe' link** in any email which you receive from us.

## **21. Law and Jurisdiction**

21.1 These terms and conditions, the Agreement and all other aspects of the relationship between the User and the Company shall be governed by and construed in accordance with the Laws of England and Wales.

21.2 Any dispute between the User and the Company relating to these terms and conditions, the Agreement and all other aspects of the relationship shall fall within the exclusive jurisdiction of the courts of England and Wales.