**SharePoint App – Terms of Use**

1. **General**

By installing the Application (as defined below) you agree to be bound by these terms of use (App Terms”). Please review carefully before installation and/or acceptance.

1. **Definitions**

The “Application” shall mean the software provided by Perspicuity Ltd (“Perspicuity”) and any upgrades from time to time and any other software or documentation which enables the use of the Application.

1. **Data Protection**

Any personal information you supply to Perspicuity Ltd when using the Application will be used by Perspicuity in accordance with its Privacy Statement which can be viewed [here](http://www.perspicuity.co.uk/help/privacy-statement.htm)

1. **Proprietary Rights and Licence**

4.1 All trademarks, copyright database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by Perspicuity Limited or by Perspicuity’s licensors.

4.2 Perspicuity hereby grants you a worldwide, non-exclusive, royalty-free revocable licence to use the Application for business and personal use in accordance with these App Terms.

**5. CONDITIONS OF USE**

5.1 You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever.

5.2 The Application is currently made available to you free of charge and Perspicuity reserves the right to amend or withdraw the Application, or charge for the application or service provided to you in accordance with these App Terms, at any time and for any reason. We will give you 60 days notice of the changes to these App Terms (unless the law requires or permits us to make a more immediate change). Any changes to the App Terms will be notified to you through a notification within the App. It is also your responsibility to check the Website regularly for changes to our App Terms. We will assume that you have done so, and will be entitled to assume you have accepted any changes to these App Terms if you have not notified us that you do not accept the change prior to the date the change takes effect and continue to use the Application . If you do not accept a change, you may end this Agreement .

**6** **Availability**

6.1 Perspicuity does not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable.
Perspicuity will not be responsible for any support or maintenance for the Application.

6.2 The version of the Application software may be upgraded from time to time to add support for new functions and services.

7. **Termination**

7.1 Perspicuity may terminate use of the Application at any time by giving notice of termination to you.

7.2 Upon any termination, (a) the rights and licences granted to you herein shall terminate; (b) you must cease all use of the Software.

7.3 you have the right to terminate the Application at any time by notifying us by email. You will need to allow 30 days for the Application to be terminated.

8. **Limitation of Liability**

8.1 In no event will Perspicuity be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

8.2 Perspicuity is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.

8.3 Nothing in these App Terms shall exclude or limit Perspicuity’s liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

9. **Disclaimer of warranties**

To the maximum extent permitted by law, and for the avoidance of doubt, save for section 2 of the Supply of Goods and Services Act 1982, Perspicuity hereby disclaims all implied warranties with regard to the Application. The Application and software are provided "as is" and "as available" without warranty of any kind.