

Terms of Service

Last updated on February 1, 2018

THESE TERMS OF SERVICE ARE THE LEGALLY BINDING CONTRACT BETWEEN YOU AND HARDINGSTONE VENTURES LTD AND GOVERN YOUR ACCESS TO ANY SERVICES WE PROVIDE TO YOU. PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING UP FOR OR USING THE SERVICES.

Hardingstone Ventures Ltd (“we”, “us”, or “our”) provide services (“Service”) to you (“you” or “your”) through our websites and through our apps. By using the Service, you are agreeing to be bound by these terms and conditions (“Terms of Service”). We reserve the right to update and change the Terms of Service from time to time and will provide notice to you by changing the “last updated” date above. All changes are prospective only. It is your obligation to be familiar with the most current version of the Terms of Service. Continued use of the Service after any such changes shall constitute your acknowledgment of and consent to such changes.

You represent and warrant that you have the full right and power to enter into and fully perform this agreement in accordance with these Terms of Service. If you are using the Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, “You” will refer and apply to that company or other legal entity.

ACCOUNT TERMS

You must be 13 years or older to use this Service.

If you are between the ages of 13 and 18 then you must have a parent assist in registering for an account for the Service.

You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

You are responsible for maintaining the security of your account and password. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You will be solely responsible and liable for any activity that occurs with your account. In the event of any dispute between two or more parties about account ownership, you agree that we will be the sole arbiter of such dispute in our sole discretion and that our decision is final and binding.

You must not use the Service for any abusive or illegal purposes. You must not violate any laws, rules or regulations in your jurisdiction (including but not limited to copyright laws). You expressly agree and acknowledge that you will not submit information that would be a violation of your (or your employer’s, as the case may be) policies, including without limitation, any data protection, privacy or security policies or any data privacy laws, rules or regulations.

You may not attempt to modify, translate, adapt, edit, copy, decompile, disassemble, or reverse engineer any software used or provided by us in connection with the Service. The Service is always evolving, and the form and nature of the Service may change from time to time. We reserve the right to modify the Service from time to time at any time, including adding or removing features.

We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety as well as those of our users, customers, and the public.

You may not do any of the following while accessing or using the Service: (i) access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security measures; (iii) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through our currently available, published interfaces; (iv) in any way use the Service to send altered, deceptive or false information; or (v) otherwise interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Service.

NO WARRANTIES OR REPRESENTATIONS

You understand and agree that the Service is provided “AS IS” and “AS AVAILABLE” and we expressly disclaim warranties of any kind, express or implied, including without limitation any warranty of accuracy, merchantability, fitness for a particular purpose, or non-infringement. We make no warranty or representation and disclaim all liability regarding the results that may be obtained from the use of the Service, the correctness or completeness of the data, the security, reliability or availability of the Service, or that the Service will meet any user’s requirements. Use of the Service is at your sole risk. You will be solely responsible for any damage to you (including loss of data) resulting from the use of the Service. The entire risk arising out of use, security, or performance of the Service remains with you. You understand that we use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. Without limiting the foregoing, the service is not designed or licensed for use in hazardous environments requiring fail-safe controls.

The above disclaimer applies to any damages, liability or injuries caused by any failure of the performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use the Service, whether for breach of contract, tort, negligence or any other cause of action.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS BE LIABLE FOR LOST PROFITS OR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS CONTRACT OR ARISING FROM OR CONNECTED IN ANY WAY WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE EXCLUSION OF DAMAGES UNDER THIS SECTION IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU DO NOT AGREE WITH ANY PART OF THIS CONTRACT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US WITH RESPECT TO THIS CONTRACT OR THE SERVICE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

In the event that, notwithstanding the foregoing disclaimers and indemnification, we are found responsible to you for any reason whatsoever, our responsibility shall be limited to the amounts actually paid by you for the Service during the twelve (12) months immediately preceding such event and shall not include punitive damages or consequential or resulting damages of any nature.

INTELLECTUAL PROPERTY

All information that you post to the Service must comply with applicable copyright laws. We claim no intellectual property rights over the material you provide to the Service when such material is tagged with personally identifiable information. We may share aggregated information that does not include personally identifiable information and we may otherwise disclose non-identifying information with third parties for industry analysis, demographic profiling, and other purposes. Any aggregated information shared in these contexts will not contain your personally identifiable information.

We give you a personal, worldwide, royalty-free, non-assignable, non-transferable, revocable, limited and non-exclusive license to use the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by us, in the manner permitted by these Terms of Service.

You shall not copy, sell, transfer, distribute, publish, or assign your license to our Service in any format to any third party. In addition, you may not use the Service in any way that violates applicable federal, state, or international law, or for any unlawful purpose.

All right, title, and interest in and to the Service are and will remain the exclusive property of us (and our licensors, if applicable). The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries.

All of the content generated by us for the Service and the software used for the Service is the property of us, our affiliates, or our suppliers, and is protected by United Kingdom and international copyright laws.

Nothing should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any of the copyrighted works displayed or contained in the Service without our express, written consent. Nothing in these Terms of Service gives you a right to use any of our, our affiliates', or our suppliers' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Any feedback, comments, or suggestions you may provide regarding the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless, us and our respective officers, directors, employees, agents, licensors, representatives, and third-party providers, to and from and against all claims, losses, expenses, judgment, damages and costs, and consequences of whatever nature, including reasonable attorneys' fees, from any violation of this agreement by you or your violation of any rights of a third party. We reserve the right to assume, at our sole expense, the exclusive defence and control of any matter subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defences.

CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES

These terms and conditions shall be governed by English law, and you agree that any dispute between us regarding them or the Site will only be dealt with by the English courts, provided that, if you live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

NOTICES

Any notices or other communications permitted or required of us under these Terms of Service, including those regarding modifications to these Terms of Service, will be in writing and given to you: i) by us via e-mail (to the address that you provide) or ii) by posting to the Service. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

By registering with us, you understand that we may send you communications or data from us regarding the Service, including but not limited to i) notices about your use of the Service, including any notices concerning violations of use, ii) updates, and iii) promotional information and materials regarding our products and services, via e-mail. We give you the opportunity to opt-out of receiving e-mail from us by following the opt-out instructions provided in the message.

GENERAL

If any part of these Terms of Service is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and

the remainder of this agreement shall continue in effect. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

No failure to exercise or enforce any right or provision of these Terms of Service shall constitute a waiver of such right or provision.

The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld. Any attempt by you to assign or transfer these Terms of Service, without such consent, will be null and of no effect. We may assign or transfer these Terms of Service, at our sole discretion, without restriction. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any claim related to this contract or the Service must be brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

Neither party shall be responsible for any failure to perform or delay in performing any of its respective obligations under these Terms of Service, except for payment obligations, where and to the extent that such a failure or delay results from causes beyond the control of such party. Such causes shall include, without limitation, delays caused by the other party, failures caused by a third-party service, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, civil commotion, or the like.

These Terms of Service are the entire and exclusive understanding and agreement between you and us regarding the Service and these Terms of Service supersede and replace any and all prior oral or written understandings or agreements between you and us regarding the Service.