

## 1 About our Terms

- 1.1 These Terms explain how you may use this website (**Site**) which is provided by us free of charge.
- 1.2 References in these Terms to the Site includes the following websites: www.mymailing.co.uk, app.mymailing.co.uk and all associated web pages.
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by:
  - 1.6.1 e-mail [support@thesoftwarebureau.com](mailto:support@thesoftwarebureau.com), e-mails will be responded to Monday to Friday: 9am to 5pm, or
  - 1.6.2 telephone 0870 735 9536 Monday to Friday: 9am to 5pm.

## 1.7 Definitions

<b>Content</b>	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
<b>Terms</b>	means these terms and conditions of use as updated from time to time under clause 10;
<b>Unwanted Submission</b>	has the meaning given to it in clause 4.1;
<b>Cookie policy</b>	means the policy [insert link to your cookie policy], which governs how we use cookies in the Site;
<b>Privacy policy</b>	means the policy [insert link to your privacy policy], which governs how we process any personal data collected from you;
<b>Site</b>	has the meaning given to it in clause 1.1;
<b>We, us or our</b>	means the Software Bureau Limited, company registration number 02826490 , with VAT registration number 766871086 and the registered office of which is at 5 White Oak Square London Road Swanley Kent BR8 7AG. References to us in these Terms also includes our group companies from time to time; and

**You or your** means the person accessing or using the Site or its Content.

1.8 Your use of the Site means that you must also comply with our Privacy policy.

## **2 Using the Site**

2.1 You agree that you are solely responsible for:

2.1.1 all costs and expenses you may incur in relation to your use of the Site;

2.1.2 the accuracy of the data and information you may provide to the Site; and

2.1.3 keeping your password and other account details confidential.

2.2 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

2.3 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at [support@thesoftwarebureau.com](mailto:support@thesoftwarebureau.com).

2.4 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

## **3 Ownership, use and intellectual property rights**

3.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.

3.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

## **4 Submitting information to the Site**

4.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable

**(Unwanted Submissions)**. While we value your feedback, you agree not to submit any Unwanted Submissions.

- 4.2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.
- 4.3 You are responsible for the accuracy of the information uploaded onto the Site.
- 4.4 Your data will be held on the Site for no more than 14 days after which it will be removed from the Site.

## **5 Acceptable Use of the Site**

- 5.1 The Acceptable Use terms are intended to protect customers from inappropriate use of the Site. A customer's use of the Site constitutes acceptance of the terms. By using the Site you are agreeing not to use the Site in any way which could be considered inappropriate, illegal, improper, infringing on the rights of others or which could otherwise adversely impact on another's use of MyMailing.
- 5.2 MyMailing is for your own use. Its service may not be sold on or redistributed to third parties.
- 5.3 As a condition of your use of the Site, you agree:
  - 5.3.1 not to use the Site for any purpose that is unlawful under any applicable law or prohibited by these terms;
  - 5.3.2 not to use the Site to commit any act of fraud;
  - 5.3.3 not to use the Site to distribute viruses or malware or other similar harmful software code;
  - 5.3.4 not to download, possess or transmit any illegal material or material you do not have the right to use.
  - 5.3.5 not to use the Site in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
  - 5.3.6 not to undertake more than 20 sorts or upload more than 500mB of data in any single day (defined as a period between midnight and 23:59 GMT)
  - 5.3.7 not to promote any unlawful activity;
  - 5.3.8 not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;

- 5.3.9 not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks;
  - 5.3.10 not to attempt to circumvent password or user authentication methods; and
  - 5.3.11 to comply with the provisions relating to our intellectual property rights.
- 5.4 Failure to comply with these provisions will likely lead to termination of service without notice and could result in legal action being taken.

## **6 Accuracy of information and availability of the Site**

- 6.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.
- 6.2 We may suspend or terminate operation of the Site at any time as we see fit.
- 6.3 Content is provided for your general information purposes only. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 6.4 Third party data is included within the database. We cannot be liable for any loss caused by inaccuracies in the third party data.
- 6.5 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

## **7 Hyperlinks and third party sites**

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

## **8 Limitation on our liability**

- 8.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:
- 8.1.1 losses that:
    - (a) were not foreseeable to you and us when these Terms were formed;
    - or
    - (b) that were not caused by any breach on our part
  - 8.1.2 business losses; and

8.1.3 losses to non-consumers.

## **9 Events beyond our control**

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

## **10 Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

## **11 Variation**

These Terms are dated 7 March 2017. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

## **12 Disputes**

12.1 We will try to resolve any disputes with you quickly and efficiently.

12.2 If you are unhappy with us please contact us as soon as possible.

12.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

12.3.1 let you know that we cannot settle the dispute with you; and

12.3.2 give you certain information about our alternative dispute resolution provider.

12.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

12.5 Relevant United Kingdom law will apply to these Terms.