

## Website terms of use – July 2014

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.eadocx.com](http://www.eadocx.com) (**our site**), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

You must read these terms carefully before using our site. They set out legally binding terms and conditions for your use of our site and all services provided by our site.

**By using our site in any manner you agree to be bound by these terms.**

### 1. HOW [WWW.EADOCX.COM](http://WWW.EADOCX.COM) WORKS

The eaDocX software listed on our site (**Software**) is a Sparx Systems Enterprise Architect extension.

Our site allows you to purchase Software from us. If you purchase Software from our site, you will receive a licence key which is a non-exclusive, non-transferable licence to use the Software plus access to download the Software.

### 2. INFORMATION ABOUT US

The website [www.eadocx.com](http://www.eadocx.com) is operated by Ability Engineering Limited. Our registered office is Ability Engineering Limited c/o Mainstream Accountancy Services, 527 Moseley Road, Birmingham, B12 9BU. Our main trading address is The Barn, Gwern y Bustach, Partrishow, Abergavenny, Monmouthshire, NP7 7LT.

If you wish to contact us for any reason, you can contact us by sending an email to [enquiries@eadocx.com](mailto:enquiries@eadocx.com)

If we have to contact you, we will do so by e-mail or by pre-paid post to the address you provide to us.

### **3. MEMBERSHIP ELIGIBILITY**

You must register as a member in order to use any of the features of our site.

You must provide us with the information requested when registering and update us with any changes to your details.

Our site is only available to and may only be used by individuals who are 18 years and older who can form legally binding contracts.

If you provide false or incorrect registration information or do not notify us of changes to your registration information immediately, we reserve the right to terminate your account immediately without notice to you.

**By registering with our site, you confirm that you are at least 18 years old and that all registration information (and any notification of change of that information) you submit is accurate and truthful.**

### **4. PASSWORDS**

You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party and you are solely responsible for any use of or action taken under your password on our site. If your password is compromised, you must change it.

We have the right to disable any 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 of use.

If you know or suspect that anyone other than you knows your password, you must promptly notify us at [webmaster@eaworkplace.com](mailto:webmaster@eaworkplace.com).

### **5. TERMINATION**

We may at our sole and absolute discretion refuse to offer access to or allow use of our site to any person or entity and may change our eligibility criteria and terms of use at any time without notice to you.

### **6. JURISDICTION AND APPLICABLE LAW**

These terms are governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## **7. CHANGES TO THESE TERMS**

We may revise these terms of use at any time.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## **8. CHANGES TO OUR SITE**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## **9. ACCESSING OUR SITE**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

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

## **10. PROHIBITED USES**

You may use our site only for lawful purposes. You may not use our site:

- (a) In any way that breaches any applicable local, national or international law or regulation.
- (b) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- (c) For the purpose of harming or attempting to harm minors in any way.
- (d) To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.

- (e) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- (f) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- (a) Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms of use.
- (b) Not to access without authority, interfere with, damage or disrupt:
  - (i) any part of our site;
  - (ii) any equipment or network on which our site is stored;
  - (iii) any software used in the provision of our site; or
  - (iv) any equipment or network or software owned or used by any third party.

## **11. INTERACTIVE SERVICES**

We may from time to time provide interactive services on our site, including, without limitation:

- (a) Chat rooms.
- (b) Bulletin boards.
- (c) Forums.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation

is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **12. CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it or when making contact with other users of our site.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- (a) Be accurate (where they state facts).
- (b) Be genuinely held (where they state opinions).
- (c) Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- (a) Contain any material which is defamatory of any person.
- (b) Contain any material which is obscene, offensive, hateful or inflammatory.
- (c) Promote sexually explicit material.
- (d) Promote violence.
- (e) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- (f) Infringe any copyright, database right or trade mark of any other person.
- (g) Be likely to deceive any person.
- (h) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (i) Promote any illegal activity.
- (j) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- (k) Be likely to harass, upset, embarrass, alarm or annoy any other person.

- (l) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- (m) Give the impression that they emanate from us, if this is not the case.
- (n) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out above.

The views expressed by other users on our site do not represent our views or values.

### **13. VIRUSES**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

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

#### **14. LINKING TO OUR SITE**

You may link to our home page, provided that before doing so, you obtain our consent.

If you do link to our home page:

- (a) You must do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- (b) 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.
- (c) You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out at clause 12.

#### **15. THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites, any software or other products for sale on those sites or its resources.

#### **16. PRIVACY POLICY**

Our Data Protection registration number is ZA062743.

We may collect and process the following data about you:

- (a) Information you give us: You may give us information about you by filling in forms on our site or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe for any services we offer, search for a product, place an order, participate in discussion boards of forums and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information; and
- (b) Information we collect about you: With regard to each of your visits to our site we may automatically collect the following information:

- (i) technical information, including the Internet Protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- (ii) information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

We may use information held about you in the following ways:

(a) We may use information you give us:

- (i) to carry out our obligations arising from any contracts entered into between you and us or third party vendors using our site, and to provide you with the information, products and services that you request from us;
- (ii) if you opt-in, to provide you with information about other goods and services we offer;
- (iii) to notify you about changes to our service; and
- (iv) to ensure that content from our site is presented in the most effective manner for you and for your computer.

(b) We may use information we collect about you:

- (i) to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- (ii) to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- (iii) to allow you to participate in interactive features of our service, when you choose to do so;
- (iv) as part of our efforts to keep our site safe and secure;
- (v) to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; and
- (vi) to make suggestions and recommendations to you about goods or services that may interest you.

(c) We may share your information with selected third parties, including business partners, sellers of software, suppliers and sub-contractors for the performance of any contract we enter into with you.

By visiting [www.eadocx.com](http://www.eadocx.com) you are accepting and consenting to the practices described in this policy.

## **17. COOKIES**

Our site uses cookies to allow us to see how the site is used and distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allow us to improve our site. If you continue to use this site we will assume that you are happy with this.

We may also store information about you using cookies (files which are sent by us to your computer or other access device) which we can access when you visit our site in future. We do this to facilitate functions enabling visitors to download data from our website.

If you want to delete any cookies that are already on your computer please refer to the instructions for your file management software to locate the file or directory that stores cookies.

Information on deleting or controlling cookies is available at [www.aboutcookies.org](http://www.aboutcookies.org). Please note that by deleting our cookies or disabling future cookies you may not be able to access certain areas or features of our site.

## **18. INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

No material appearing on this site may be modified, reproduced or transmitted in any form or medium (whether known now or not) or by any means without our written permission, save for transmission by end users accessing this site for purely personal, non-commercial purposes through the internet and transient reproduction on screen by such persons for such purposes.

Written permission must be obtained from us before any material on this site is stored (however temporarily) in a retrieval system of any kind.

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.

## **19. NO RELIANCE ON INFORMATION**

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

## **20. LIMITATION OF OUR LIABILITY**

Nothing in these terms of use excludes or limits:

- (a) our liability for death or personal injury arising from negligence; or
- (b) our liability arising from fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user 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:

- (a) use of, or inability to use, our site; or
- (b) use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **CONTACT US**

To contact us, please email [enquiries@eadocx.com](mailto:enquiries@eadocx.com).

Thank you for visiting our site.

