

TERMS OF USE

Last Updated: 22nd July 2015

These Terms of Use apply to use of the Unit9 site and form a legal agreement between you and Unit 9 Limited, registered company number: 03279060, company registered address: c/o Ecovis, 2nd Floor, Waverley House, 7-12 Noel Street, London, W1F 8GQ, United Kingdom (“we”, “us”, “our” or “Unit9”).

The Unit9 Privacy and Cookies Policy sets out how we use data relating to you and it forms a part of these Terms of Use.

1. ABOUT THE SITE AND THE TERMS OF USE

- 1.1. Unit9.com (the “Site”) is a website to showcase our thoughts, team and talents, and is operated by Unit9.
- 1.2. By using the Site you are confirming that you understand and accept (and are able to understand and accept) these Terms of Use, and that you agree to be bound by them. If you are under the age of 18 or don’t understand these Terms of Use please ask a parent or guardian to explain their meaning to you. You must not use the Site if you are under 13.
- 1.3. We may make alterations to these Terms of Use from time to time. If you are not happy with any alteration, you must stop using the Site. If you keep using the Site, this will indicate your acceptance of these Terms of Use as altered. We may notify key changes to you but you should review these Terms of Use from time to time to ensure you are aware of any changes.

2. RIGHTS OF USE AND INTELLECTUAL PROPERTY RIGHTS

- 2.1. You can use the Site content solely for your private, non-commercial, personal use only, except where our Site expressly states otherwise. This does not give you any rights of ownership in the Site.
- 2.2. All copyright, design rights, database rights, patent rights, trade mark and trade dress rights and other intellectual property or other rights in the Site belong to and vest in us or the relevant third party licensors.
- 2.3. All third party trade names and trade marks are the property of their respective owners and we make no warranty or representation in relation to them.

3. RESTRICTIONS AND OBLIGATIONS

- 3.1. You agree to comply with these Terms of Use and all rules applicable to the use of the Site.
- 3.2. You will not, other than to the extent permitted by law:
 - 3.2.1. hack, modify, reverse engineer or create derivative works of the Site or any part of it;
 - 3.2.2. gain unauthorised access to any part of the Site;

- 3.2.3. remove, modify or obscure any copyright, trade mark or other proprietary notices on the Site;
- 3.2.4. create software which replicates or mimics the data or functionality in the Site;
- 3.2.5. use your access to the Site for the sending of direct marketing;
- 3.2.6. make any part of the Site available to a third party who does not agree to these Terms of Use;
- 3.2.7. copy, exploit or frame any part of the Site or the content it contains;
- 3.2.8. use the Site or any part of it unfairly or for any illegal or immoral purpose; or
- 3.2.9. attempt to do any of the acts listed above.

4. **LIABILITY**

- 4.1. Subject to the remainder of this clause 4, our aggregate liability for any and all loss or damage direct or otherwise and howsoever caused whether in tort (including negligence), contract or otherwise, that is not or cannot be excluded shall not exceed £5,000 in any twelve month period.
- 4.2. We provide and maintain the Site on an “as is” and “as available” basis and we are liable only to provide our services with reasonable skill and care.
- 4.3. We have not verified or reviewed External Sites and all use and access of External Sites is made at your own risk. “External Sites” means third party sites and online services to which the Site links.
- 4.4. We give no other warranty in connection with the Site and to the maximum extent permitted by law, we exclude liability for:
 - 4.4.1. any indirect, consequential or special loss or damage of any kind howsoever arising, whether or not that loss arises out of something of which we have been made aware;
 - 4.4.2. the accuracy, currency or validity of information and material contained within any User Content or the Site;
 - 4.4.3. any interruptions to the Site;
 - 4.4.4. any incorrect or inaccurate information on the Site;
 - 4.4.5. the infringement by any other person of any copyright or other intellectual property rights;
 - 4.4.6. the availability, quality, content or nature of External Sites;
 - 4.4.7. any transaction taking place on External Sites;
 - 4.4.8. any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by any other person accessing, using or downloading the Site; and
 - 4.4.9. all representations, warranties, conditions and other terms and conditions which but for this notice would have effect.
- 4.5. We do not warrant that the operation of the Site will be uninterrupted or error free.

- 4.6. These Terms of Use will not exclude or limit our liability for death or personal injury resulting from our negligence nor any fraudulent acts or representations, nor for any other matter in respect of which liability may not be limited or excluded by applicable law.
- 4.7. We will not be liable in any amount for failure to perform any obligation under these Terms of Use if that failure is caused by the occurrence of an event beyond our reasonable control.
- 4.8. Except as provided above we give no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all such terms and conditions are hereby excluded to the maximum extent permitted by law.
- 4.9. You agree not to use the Site in any way which is:
 - 4.9.1. unlawful;
 - 4.9.2. may give rise to civil or criminal liability for Unit9; or
 - 4.9.3. which might bring Unit9 into disrepute.

5. **TERMINATION**

Without limiting any other rights we may have, we may immediately cancel or suspend access to the Site if we think you have breached any of these Terms of Use.

6. **GENERAL**

- 6.1. These Terms of Use are subject to your statutory and common law consumer rights and will not limit any rights you might have that cannot be excluded under applicable law.
- 6.2. These Terms of Use, together with our Privacy and Cookies Policy, and any instructions, guidance and similar information found on the Site, constitute the entire agreement between you and us relating to your use of the Site, to the exclusion of any other terms.
- 6.3. Our failure to enforce any term does not constitute our waiver of that term.
- 6.4. If any part of these Terms of Use is found to be unenforceable, it will be amended to the minimum extent necessary to make it enforceable and the remainder of the provisions will remain in full force and effect.
- 6.5. The Site is intended for and directed at the United Kingdom. No representation or warranty is made as to whether the Site complies with the laws of any other country.
- 6.6. No person who is not a party to this agreement shall be entitled to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 6.7. These Terms of Use are subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.
- 6.8. We will be entitled to assign and otherwise transfer the agreement covered by these Terms of Use by giving you reasonable notice, which may include notice given via the Site.
- 6.9. All questions, comments or enquiries should be directed to us and we will try to respond to within 48 hours.

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