## TERMS OF USE

#### www.clevasoft.co.uk

### Introduction

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## **Clevasoft Digital UK Services**

The Clevasoft Digital UK services are offers from Clevasoft Digital UK, its partners, third party companies, enterprises or service organisations in collaboration with us. These Terms of Use apply by default to all Clevasoft Digital UK services except where it is otherwise stated. All Clevasoft Digital UK services on offer after the date of publication of these Terms of Use are subject to the conditions herein or those set out at subsequent updates of the Terms of Use – unless explicitly expressed otherwise.

## **Use of Clevasoft Digital UK Services**

You must be no less than 18 years to use Clevasoft Digital services. Clevasoft Digital may at any time decline registration or discretionally cancel or suspend an account or subscription. Access to your account (if entitled) shall be through a user ID (username) and a password that you create at point of registration or are created for your use on our website(s). The safeguard of your password remains your responsibility as the use of your user credentials (password and username) shall normally be through secure channels of communications protocol. You must immediately notify Clevasoft Digital UK of any breach or unauthorised use of your user credentials.

In using the Clevasoft Digital UK services, you clearly agree to the following: You shall provide accurate, true and up-to-date information during the process of registration and shall keep it updated at all times, provided you supplied such details through our secure administration page.

You shall be completely responsible for all items associated with your account, including, without limitation any published data, text, links, photographs, files or any other content (generally classified as 'User Information' which excludes files with content or code largely owned by Clevasoft Digital and its collaborators).

You agree that all User Information that you publish on the Clevasoft Digital UK services shall wholly be your original material (except for items that you are using with proprietary consent or license), and does not infringe any copyright, trademark or other rights of any third party including without limitation any rights of privacy or publicity. You shall be completely responsible for keeping any duplicate copy of all User Information; we do not accept any responsibility or liabilities for the loss of your User Information.

You shall not share your password with any other person or publicly disclose it.

You shall notify Clevasoft Digital UK immediately of any breach of security or unauthorized use of your account.

Although Clevasoft Digital UK will not be liable for your losses which may arise by unauthorized use of your account, you may be liable for the losses incurred by Clevasoft Digital UK due to unauthorized use.

Clevasoft Digital UK will not be liable and completely frees itself from all losses; damages incurred as result of your use of its services or products derived from deploying such services.

You shall not use the Clevasoft Digital UK services for any illegal or unauthorized purpose.

You shall not attempt to hack, destabilize, re-engineer or adapt the Clevasoft Digital UK services or its source code (products derived from deploying such services).

You shall not transmit worms, viruses or any malicious code to Clevasoft Digital UK or its users.

You shall not, without our prior express written permission, use any high volume automated means (including but not limited to robots, spiders and scripts) to access the Clevasoft Digital UK services.

You agree not to collect or harvest any personally identifiable information, including account names, from the Clevasoft Digital UK services.

You are completely liable for obtaining and maintaining all equipment and services required to gaining access to or using products derived from deploying Clevasoft Digital UK services and for paying all charges related thereto. Any comments, suggestions, or Feedback relating to the Clevasoft Digital UK services (generally classified as 'Feedback') submitted to Clevasoft Digital UK shall become the property of Clevasoft Digital UK.

We will not to treat any customer Feedback as private and confidential, and will not be held liable for any ideas (including without limitation, product, or advertising ideas) and will not incur any liabilities owing to any similarities that may occur in our future services or operations.

We shall exercise without limitation, exclusive rights of ownership to all current and future customer Feedbacks.

We will be entitled to use the Feedback for any commercial or other noble interests, without compensation to you or the author of the Feedback.

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You exercise the right of ownership for the information you provide by submissions, registration or other forms of data entry on our website in view of accessing Clevasoft Digital UK services. You agree that: You own or possess the rights; legitimate licenses, consents or permissions to adopt and grant Clevasoft Digital UK the right to use all copyrighted data, trademark, trade secret, intellectual property classified as your 'User Information' and you own or possess legally binding written or implied consents or permissions to use the name, pictures or other information of individuals in the manner conveyed by these Terms of Use.

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You are aware that you may -however occasional - in the event of using Clevasoft Digital UK services encounter information that may be deemed controversial or offensive and for which Clevasoft Digital UK shall not be held liable notwithstanding the conditions.

This freedom from liabilities is not limited to loss or damages incurred in relation to any errors of commission or omission, defamatory or libellous remarks, violation of privacy including misrepresentations of any nature in the User Information.

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# Payments, Refunds, Service Re-activation, Upgraded and Downgraded Subscriptions and Cancellations

Payments for Clevasoft Digital UK services must be made in advance or on due date. The Clevasoft Digital UK services are non-refundable.

All Clients on periodic subscription for web, software products maintenance and related services must set up (six months into their first subscription) prompt and regular payment system such as Standing Order system or regular online bill payment facility in favour of Clevasoft Digital. Failure to provide a suitable regular payment structure for us, may lead to the forfeiture of any active discounts or promotional offers.

Re-activation and/or re-configuration of components of Clevasoft Digital UK services may attract a charge where payments for the services are unduly late and/ or delayed by the client without explanations or reports of financial difficulty.

There will be no refunds or money back guarantees for partial months of services, upgraded and downgraded subscriptions or refunds for forced or premature cancellation prior to contract term, during period of contract or period for which an invoice has been raised, including months unused within the period of (scheduled) subscription.

Cancellations of services by the Client must be served in writing via email at least 12 weeks before an invoice is raised (or prior to the period the Client's subscription is due) by Clevasoft Digital.

All payments must be made once an invoice is raised for a given period of subscription provided an official letter of cancellation has not been sent to us via electronic email as stated above.