

Website and Partner Portal Terms & Conditions

Last updated: 06 October 2020

Please read these Terms & Conditions carefully before using this Website and our Partner Portal

What's in these terms?

These Terms and Conditions ('terms') tell you the rules for using our website, <https://www.transvault.com/> ('Website') and Partner Portal, <https://partner.transvault.com/> ('Partner Portal').

Who we are and how to contact us

The Website and Partner Portal are operated by Transvault Software Limited (referred to as 'we', 'our' or 'us' in these terms). We are a limited company registered in England and Wales under company number 06661457. Our registered office is: Channel Court, 8 Hill Road, Clevedon, BS21 7NE United Kingdom

To contact us, please email info@transvault.com

By using our Website and Partner Portal you accept these terms

By using our Website and Partner Portal, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use our Website or Partner Portal.

There are other terms that may apply to you

These terms refer to the following additional policies, which also apply to your use of our Website and Partner Portal:

- our Privacy Policy; and
- our Cookies Policy, which sets out information about the cookies we use on our Website and Partner Portal and the purposes of their use.

We may make changes to these terms

We may amend these terms from time to time. Every time you wish to use our Website or Partner Portal, please check these terms to ensure you understand the terms that apply at that time. The date on which we last updated these terms is given under 'Last Updated' at the top of these terms.

We may make changes to our Website or Partner Portal

We may update and change our Website or Partner Portal from time to time. We will try to give you reasonable notice of any major change.

We may suspend or withdraw our Website or Partner Portal

Our Website and Partner Portal are made available free of charge.

We do not guarantee that our Website or Partner Portal, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website or Partner Portal for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or 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 user identification code or password, you must promptly notify us at info@transvault.com

How you may use material on our Website and Partner Portal

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

You may print off one copy, and may download extracts, of any page(s) from our Website or Partner Portal for your personal use and you may draw the attention of others within your organisation to content posted on our Website or Partner Portal. Certain marketing materials on our Partner Portal are available for our partners to use with their customers.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website and Partner Portal must always be acknowledged.

You must not use any part of the content on our Website or Partner Portal without obtaining a licence to do so from us.

If you print off, copy or download any part of our Website or Partner Portal in breach of these terms of use, your right to use our Website or Partner Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

We reserve the right to take appropriate legal action if these terms are not followed.

Do not rely on information on this Website

The content on our Website is provided for general information only. Whilst information is offered for assistance, individual circumstances should always be taken into account before acting on the information contained within our website. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

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

We are not responsible for websites we link to

Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources.

User-generated content is not approved by us

This Website may include information and materials uploaded by other users of the Website, including without limitation blog posts, case studies, white papers, e-books, infographics, videos, webinars, brochures and news items. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products (including software) and/or services to you, which will be set out in our Terms and Conditions.

We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or Partner Portal or any content on it to the fullest extent permitted by law.

We will not be liable to you 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:

- use of, or inability to use, our Website or Partner Portal; or
- use of or reliance on any content displayed on our Website or Partner Portal.

In particular, we will not be liable for the following loss or damage whether direct, indirect or consequential:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity;
- loss of or damage to goodwill or reputation; or

any other indirect or consequential loss or damage.

If you are a consumer user

Please note we only provide our Website for use by business users and not private consumers. As a consumer you agree not to use our Website for any commercial or business purposes, and we have no liability to you for its use by you to the fullest extent permitted by law.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

Uploading content to our Website

If you make use of a feature that allows you to upload content to our Website (including without limitation commenting on blogs on our Website) (a **Contribution**) or make contact with other users of our Website, then:

- each and any Contribution must:
 - be accurate (where it states facts).
 - be genuinely held (where it states opinions).
 - comply with the law applicable in England and Wales and in any country from which it is posted;

and

- each and any Contribution and such contact with other users of our Website must not:
 - be defamatory of any person;
 - be obscene, offensive, hateful or inflammatory;
 - bully, insult, intimidate or humiliate;
 - promote sexually explicit material;
 - include child sexual abuse material;
 - promote violence;
 - promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - infringe any copyright, database right or trademark of any other person;
 - be likely to deceive any person;
 - breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - promote any illegal content or activity;
 - be in contempt of court;
 - be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - be likely to harass, upset, embarrass, alarm or annoy any other person;
 - impersonate any person or misrepresent your identity or affiliation with any person;
 - give the impression that the Contribution emanates from us if this is not the case;
 - advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
 - contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
 - contain any advertising or promote any services or web links to other sites.

You warrant that any Contribution complies with the above requirements and you agree to indemnify us for any breach of that warranty to the extent the law allows. This means to the extent the law allows you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any Contribution will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy such Contribution and to distribute and make it available to third parties. The rights you license to us are described in ***Rights you are giving us to use a Contribution*** below.

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. This right is without prejudice to any legal obligation we may have to disclose your identity and any Contribution to any public authority.

We have the right to remove any Contribution you make if, in our opinion, such Contribution does not comply with this clause.

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

Rights you are giving us to use a Contribution

When you make a Contribution, you grant us the following rights:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, moderate, reproduce, distribute, prepare derivative works of and display that Contribution in connection with the service provided by our Website and across different media including to promote the our Website or such service, to expire when that Contribution is no longer accessible on our Website; and
- a worldwide, non-exclusive, royalty-free, transferable licence for other users of our Website and our partners to use that Contribution for their purposes, to expire when that Contribution is no longer accessible on our Website.

We are not responsible for viruses and you must not introduce them.

We do not guarantee that our Website or Partner Portal or any content accessible and/or downloadable through them will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website or Partner Portal. You should use your own virus protection software.

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

Rules about linking to our Website or Partner Portal

You may link to our Website or Partner Portal, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

You must not establish a link to our Website or Partner Portal in any website that is not owned by you.

Our Website and Partner Portal must not be framed on any other website, nor may you create a link to any part of our Website or Partner Portal other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Website or Partner Portal other than that set out above, please contact info@transvault.com

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.