

# YourPMO Terms and Conditions

By using YourPMO ("the Service"), the Customer ("you") agrees to be bound by the following Terms and Conditions ("the T&Cs").

Prosis Solutions Ltd ("the Company") reserves the right to update and change these T&Cs without notice.

Violation of any of the terms below may result in the termination of your account.

Questions about the T&Cs should be sent to [support@projectinabox.org.uk](mailto:support@projectinabox.org.uk)

## 1. GENERAL CONDITIONS

- 1.1 Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
- 1.2 You understand that the Company uses third party vendors and hosting partners to provide the necessary hardware, software, storage, networking and related technology required to run the Service. You must not modify, adapt or hack the Service. You must not modify another website so as to falsely imply that it is associated with the Service or the Company.
- 1.3 You agree not to reproduce, copy, sell, duplicate, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Company.
- 1.4 The Company may, but has no obligation to, remove content and accounts that it determines (at its sole discretion) are unlawful or violates any party's intellectual property or these T&Cs.
- 1.5 You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 1.6 The Company reserves the right to temporarily disable your account if your usage significantly exceeds the average usage of other Service customers or your contractual quotas. The Company will contact you before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.
- 1.7 The failure of the Company to exercise or enforce any right or provision of the T&Cs shall not constitute a waiver of such right or provision. The T&Cs constitutes the entire agreement between you and the Company and govern your use of the Service, superseding any prior agreements between you and the Company (including, but not limited to, any prior versions of the T&Cs).
- 1.8 Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the T&Cs. Continued use of the Service after any such changes shall constitute your consent to such change.
- 1.9 Technical support is only provided via email.

## 2. YOUR RESPONSIBILITIES

- 2.1 You are responsible for maintaining the security of your account and password. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- 2.2 You are responsible for all content posted and activity that occurs under your account.
- 2.3 You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws).
- 2.4 You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- 2.5 Your login may only be used by one person.
- 2.6 Accounts registered by automated methods are not permitted.
- 2.7 You are responsible for ensuring you have a PayPal account in order to subscribe to the Service.

### **3. PAYMENT, CANCELLATION AND TERMINATION**

- 3.1 You agree to pay the subscription for the Service in accordance with the payment plan you select (i.e. monthly or annually). All payments for the Service are made via PayPal and you are responsible for ensuring you have an appropriate PayPal account. The Service is billed on a subscription basis. This means you will make payments via PayPal in advance on a recurring, periodic basis (this is called the billing cycle). Billing cycles are monthly or annually, according to the payment plan you select. Your subscription will automatically renew at the end of each billing cycle.
- 3.2 Cancellation of the service is effected by cancelling your subscription through PayPal. There are no refunds for any unused part of your subscription.
- 3.3 You are solely responsible for properly cancelling your account (which as explained above must be done via your PayPal account). An email or phone request to the Company to cancel your account will not in themselves result in a cancellation.
- 3.4 On cancellation, all of your content will be inaccessible from the Service. Within 30 days, all this content will be permanently deleted from all backups and logs. This information cannot be recovered once it has been permanently deleted.
- 3.5 The Company, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your account. The Company reserves the right to refuse service to anyone for any reason at any time.

### **4. MODIFICATIONS TO THE SERVICE AND PRICES**

- 4.1 The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Service with or without notice.
- 4.2 From time to time, the Company may change the price of any Service. Any increase in charges will not apply until the expiry of your then current billing cycle.
- 4.3 The Company shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

### **5. COPYRIGHT AND CONTENT OWNERSHIP**

- 5.1 All content posted on the Service must comply with U.K. copyright law.
- 5.2 The Company claims no intellectual property rights over the material you provide to the Service. All materials uploaded remain yours.
- 5.3 The Company does not pre-screen content, but reserves the right (but not the obligation) in its sole discretion to refuse or remove any content that is available via the Service.
- 5.4 The look and feel of the Service is copyright of the Company. All rights reserved. You may not duplicate, reuse or copy any portion of the software design or code without express written permission from the Company.

### **6. ILLEGAL OR IMMORAL ACTIVITIES**

- 6.1 You agree to be solely responsible for the contents of your transmissions through the Service.
- 6.2 You agree not to use the Service for illegal purposes or for the transmission of material that is unlawful, pornographic, obscene, harassing, libellous, invasive of another's privacy, defamatory, abusive, threatening, harmful, vulgar, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another.
- 6.3 You agree not to use the Service for the transmission of "chain letters", "phishing", "junk mail", "spam" or unsolicited mass distribution of email.

- 6.4 The Company reserves the right to terminate your access to the Service if there are reasonable grounds to believe that you have used the Service for any illegal, immoral or unauthorized activity.

## **7. INACTIVE USER ACCOUNTS**

- 7.1 The Company reserves the right to terminate unpaid user accounts that are inactive for a continuous period of 180 days. In the event of such termination, all data associated with such user account will be deleted.
- 7.2 The Company will provide you with prior notice of such termination.

## **8. DATA OWNERSHIP**

- 8.1 The Company respects your right to ownership of content created or stored by you. You own the content created or stored by you.
- 8.2 Unless specifically permitted by you, your use of the Service does not grant the Company a license to use, modify, publish re, produce, adapt, or distribute the content created by you or stored in your user account for the Company's commercial, marketing or any similar purpose.
- 8.3 But you grant the Company permission to transmit, reformat, access, copy, distribute, store, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Service to you.

## **9. USER GENERATED CONTENT**

- 9.1 You may transmit or publish content created by you using the Service or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication.
- 9.2 Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available.
- 9.3 In the course of using any of the Service, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on the Service you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that the Company will have the right to block access to or remove such content made available by you if the Company receives complaints concerning any illegality or infringement of third party rights in such content.
- 9.4 By using any of the Service and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by the Company for this purpose.

## **10. SUSPENSION AND TERMINATION**

- 10.1 The Company may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies.
- 10.2 In addition, the Company reserves the right to terminate your user account and deny the Service upon reasonable belief that you have violated the T&Cs.

## **11. LIMITATION OF LIABILITY**

- 11.1 YOU AGREE THAT THE COMPANY SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF

OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11.2 IN NO EVENT SHALL THE COMPANY'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

## **12. DISCLAIMER OF WARRANTIES**

12.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS-IS"-AND-"AS-AVAILABLE" BASIS.

12.2 THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

12.3 USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICE SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OF ANY SUCH MATERIAL.

12.4 NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM THE COMPANY, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

## **13. INDEMNIFICATION**

13.1 You agree to indemnify and hold harmless the Company, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including legal fees and costs) arising out of or relating to any claims that you have used the Service in violation of another party's rights, in violation of any law, in violations of any provisions of the T&Cs, or any other claim related to your use of the Service, except where such use is authorized by the Company.

## **14. EXPORT RESTRICTIONS**

14.1 The Company complies with UK Government restrictions on exports of goods and services to certain countries. Accordingly, the Company reserves the right not to provide the service to organisations and individuals in countries to which export restrictions apply.

## **15. APPLICABLE LAW**

15.1 You agree that this Agreement shall be governed by and determined in accordance with the laws of England and irrevocably submit to the exclusive jurisdiction of the English Courts.

Version 1.0

January 2016