

AWARENESS SOFTWARE LIMITED: TERMS OF USE

This document was most recently updated on 12th April 2024.

1. Access to and use of our websites (the "**Websites**"), either as a guest or a registered user, is subject to these Terms of Use. In these Terms of Use, "**we**", "**us**" and "**our**" means Awareness Software Limited (a company registered in England and Wales with registered number 03705875 and registered office at The Copper Room, Deva Centre, Trinity Way, Manchester, M3 7BG), who operates the Websites. When you visit the Websites, you may have done so having accessed one of the following domain names:

- www.aware-soft.com or aware-soft.com
- www.aware-soft.co.uk or aware-soft.co.uk
- www.aware-soft.uk or aware-soft.uk
- www.kinetek.co.uk or kinetek.co.uk
- intranet.aware-soft.net

By accessing any of the above domain names, you will be guided to the Websites. These Terms of Use apply to all use of the Websites, regardless of which of the above domain names you use to gain access to the Websites.

2. Use of the Websites includes, but is not limited to, accessing or browsing the Websites.
3. If you use any part of the Websites, that use is considered your acceptance of these Terms of Use. That acceptance applies from the date on which you first access the Websites. You should stop using the Websites straight away if you do not agree with these Terms of Use.
4. You should read these Terms of Use carefully, and also the following '**Additional Terms**': the Privacy Policy and the Cookies Policy; and before signing up for the services that we provide, you should read our Terms and Conditions.¹ All these policies apply to your use of the Websites.

Your use of the Websites

5. You shall not use the Websites for, or send to the Websites, anything which, in any way:
 - 5.1. is not in our best interests;
 - 5.2. transmits sends or uploads any viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful or is intended to damage or interfere with the Websites or any other system or information;
 - 5.3. is infringing of any intellectual property rights or rights of privacy or confidentiality of us or any third party;
 - 5.4. is fraudulent, criminal or not lawful, or which is in breach of any applicable law, statute, regulation or bye-law;
 - 5.5. is misrepresentative or impersonates another person or organisation;
 - 5.6. is defamatory, racist, sexist, discriminatory, offensive, threatening, hateful, pornographic, indecent, obscene, malicious, abusive, political or untrue;
 - 5.7. involves terrorist content;
 - 5.8. transmits, or procures the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
 - 5.9. is not accurate or outdated; or
 - 5.10. is contrary to these Terms of Use or the Privacy Policy or Cookies Policy.
6. If you submit or send to the Websites any information or material:
 - 6.1. that information or material shall be considered non-confidential and non-proprietary. You hereby grant to us a worldwide, royalty-free, irrevocable, assignable, sub-licensable licence to use, reproduce, distribute, prepare derivative works of that information or material for the purposes of the Websites or our general business purposes. You hereby waive your moral rights in respect of such information or material, such that we do not need to identify you as the author of that information or material and we may amend or modify it as we consider, in our absolute discretion, to be appropriate; and
 - 6.2. You warrant that the information does not infringe any copyright, database right or trade mark of any other person.
7. We have the right to disclose your identity to any third party that claims that any content posted or submitted by you in relation to the Websites infringes their intellectual property rights or their right to privacy or confidentiality.
8. You shall comply at all times with our instructions for use of the Websites.
9. You shall fully and promptly indemnify us against all damages, claims, demands, losses, proceedings, liabilities, charges, costs and expenses suffered or incurred by us due (directly or indirectly) to your failure to comply within any provision of these Terms of Use.

Availability, accuracy and security of the Websites

10. The Websites are made available free of charge.
11. The content on the Websites (including, but not limited to, content relating to service status and availability announcements) is provided for general information only and is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Websites. Although we make reasonable efforts to update the

¹ Will these have hyperlinks to relevant documents?

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.

12. From time to time, we may carry out maintenance or repairs to the Websites, or update the Websites with new functionality.
13. We will use our reasonable endeavours to make the Websites available 24 hours a day. Subject to paragraph 19 below, we shall not have any liability if the Websites are unavailable for any period or at any time.
14. Due to the nature of the Internet, we cannot guarantee that the Websites will always be available or that your access to the Websites will be uninterrupted, timely or error-free. We do not guarantee that the Websites will be secure or free from bugs or viruses.
15. We may suspend or withdraw from any user access to the Websites for any reason, temporarily or permanently, at any time without notice, and you shall not circumvent, or attempt to circumvent, any such action.
16. We may impose restrictions for any reason on access to the Websites at any time without notice, and you shall not circumvent, or attempt to circumvent, any such action.
17. It is your responsibility to ensure that any hardware, software or any equipment that you use is compatible with the Websites, and, subject to paragraph 19 below, we shall not have any liability for any damage caused to, or viruses or other information which may effect, any such hardware, software or equipment due to your access to the Websites. You should use your own virus protection software.
18. Subject to paragraph 19 below:
 - 18.1. we shall not have any liability for the actions of third parties;
 - 18.2. [Websites may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.]

Liability

19. We accept liability for:
 - 19.1. death or personal injury caused by our negligence;
 - 19.2. our fraudulent misrepresentation; and
 - 19.3. any other liability that we cannot exclude or limit at law.
20. Subject to paragraph 19 above, and to the extent permitted by law, in all cases other than in respect of services we provide to a specific customer (which shall be governed by separate contractual terms of engagement), in relation to your use of or inability to use, or delay in use of, or reliance on any content on, the Websites or any material in them or accessible from them or from any action or decision taken as a result of using the Websites or any such material:
 - 20.1. our maximum liability (whether in tort, contract, misrepresentation, negligence, restitution or under any other legal head of liability), shall be £1,000; and
 - 20.2. we shall not have any liability (whether in tort, contract, misrepresentation, negligence, restitution or under any other legal head of liability) for any:
 - 20.2.1. use of, or inability to use, our Websites; or
 - 20.2.2. use of or reliance on any content displayed on our Websites;
 - 20.2.3. indirect or consequential losses, damages, costs or expenses;
 - 20.2.4. loss of actual or anticipated profits; loss of contracts; loss of use of money; loss of anticipated savings; loss of revenue; loss of business; ex gratia payments; loss of opportunity;
 - 20.2.5. loss of goodwill; loss of reputation;
 - 20.2.6. loss of operation time; loss caused by the diminution in value of any asset; or
 - 20.2.7. loss of, damage to, or corruption of, data;whether or not such losses were reasonably foreseeable or we had been advised of the possibility of such losses being incurred.
21. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Websites or any content on it, whether express or implied.

Intellectual Property

22. We are the owner or licensee of all intellectual property rights in the Websites and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
23. All names, logos and related names, design marks and slogan used by us are trade marks or service marks of us or our licensees.
24. Unless otherwise stated, the copyright, database rights and any other rights (including, but not limited to, intellectual property rights) in all information, data, text, photographs, images, graphics and materials (together "**Materials**") on the Websites, and the design, layout, "look and feel" and appearance of the Websites is owned by us or licensed to us by third parties. You are permitted to use and download Materials or extracts from the Websites to a local hard disk and print copies, subject to all of the following:
 - 24.1. your use of the Websites and any Materials is for your internal, personal, private use only;
 - 24.2. except to the extent provided by law, you must not use, copy, reproduce, republish, post, broadcast or transmit any part of the Websites or any Materials for any other purpose without our express prior written consent. This includes (but is not limited to) not reproducing or storing any part of the Websites or any Materials in any other website or in any public or private electronic retrieval system or service;

- 24.3. you must not modify the paper or digital copies of any materials you have printed off or downloaded from the Websites in any way, and you must not use any illustrations, photographs, videos or audio sequences or any graphics separately from any accompanying text;
- 24.4. except as we expressly permit, you must not in any way modify any Materials on the Websites;
- 24.5. our copyright notice (e.g. © Awareness Software Limited) or, where indicated, the notice of our licensors, must appear in all electronic or hard copies of any Materials or extracts from the Websites;
- 24.6. when you lawfully or with our consent copy, reproduce, republish, post, broadcast, transmit, print or quote from any of the Websites or any Materials, you must do so fairly and give due accreditation to us, our suppliers and the Websites. You shall also do so in accordance with any restrictions which we stipulate on the Websites;
- 24.7. if you print off, copy or download any part of the Websites in breach of these Terms of Use, your right to use the Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made; and
- 24.8. any rights not expressly granted in these Terms of Use or otherwise by us are reserved.

Your account and login details

25. You may need to use a username and password to access restricted sections of the Websites. Such access, and our provision to you of any such username and/or password, is subject to our [Terms and Conditions](#). To register for such access, you may need to provide us with your name, email address, phone number and your chosen username and password; please see our [Privacy Policy](#) and [Cookies Policy](#) for more details about this.
26. You must not disclose your password 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 or the Terms and Conditions.

Third party websites

27. We have no control over the content of any website to which a link from the Websites exists (unless we are the provider or operator of those linked websites). Subject to paragraph 19 above, we shall have no liability for the content of those linked websites. Those websites are provided "as is" with no express or implied warranty for their content. By providing a link to those websites, we do not provide any endorsement or recommendation of those websites, their content or their operators or owners.
28. Unless we provide our written consent for you to do so, you shall not frame the Websites onto your own or another person's website.
29. We hereby grant to you a royalty-free, non-exclusive, revocable licence to provide a link from your website to the homepage of the Websites; however, you must do so in a legal and fair way without damaging our reputation or taking advantage of it, and:
 - 29.1. you shall not establish a link to the Websites on any website that is not owned by you;
 - 29.2. you shall not say anything that is false, misleading, derogatory or offensive about us or our services;
 - 29.3. the website in which you are linking must comply in all respects with the content standards set out in these Terms of Use;
 - 29.4. you shall not make any warranties or representation about us or our services without our prior written consent;
 - 29.5. you shall not say or suggest that we have endorsed your website or are associated with it without our prior written consent; and
 - 29.6. you may not charge any fee to any third party in order to use such link or to otherwise access the Websites and, if you act in breach of this paragraph 29.6, you agree that any such fee that you have received shall become immediately payable by you back to such third party.

We reserve the right to withdraw this linking permission without notice.

Changes to the Websites and these Terms of Use

30. We may change or update the Websites and their content at any time without notice to you. However, please note that any content on the Websites may be out of date at any given time, and we are not under any obligation to update that content.
31. We may change these Terms of Use at any time without notice to you. If we do change these Terms of Use, we will post the updated Terms of Use on the Websites. It is your responsibility to check the Websites from time to time to see if there have been any changes to these Terms of Use. Once any updated Terms of Use are posted on the Websites, your continued use of the Websites will be considered to be your acceptance of those updated Terms of Use.

General

32. If any provision of these Terms of Use shall be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any jurisdiction, then, to the extent that provision is illegal, invalid or otherwise unenforceable, it shall be severed and deleted, and the remaining provisions of these Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.
33. These Terms of Use and your use of the Websites (including, but not limited to, all non-contractual arising out of or in connection with them or it) shall be governed by and construed in accordance with English law. Any dispute or claim arising out of or in connection with these Terms of Use and your use of the Websites shall be subject to the exclusive jurisdiction of the English courts.