

2 Simple Limited

Website Terms

Background

This page, together with the documents referred to on it, tells you the terms under which you may use this website.

Please note: This page does not provide the terms of use of any of our products. Please see the relevant product pages for their particular terms of use.

1. General

1.1 These terms apply to all visitors of our website.

1.2 Before using our website you should read and understand these terms.

1.3 By using our website you accept and agree to be bound by these terms.

2. Definitions

2.1 By “our website” we mean <http://www.2simple.com>.

2.2 By “us”, “we” and “our” we mean 2 Simple Ltd.

2.3 By “terms” we mean these General Terms and our Privacy Policy.

2.4 By “information” we mean facts and other information, including actions, which we hold now or at any time in the future and which comes from or relates to your use of our website and our services. Please read our Privacy Policy for more details.

2.5 By “content” we mean data, text, information, screen names, graphics, photos, profiles, software, music, files, sounds, static and mobile images.

2.6 By “use” we mean use, copy, view, distribute, modify, translate, and create derivative works of.

2.7 By “visitor” we mean any person viewing our website.

2.8 By “our serviced countries” we mean the United Kingdom, Isle of Man and the Channel Islands.

3. Our Information

3.1 2 Simple Ltd is a limited company registered in England & Wales, #03843465.



4. Service Availability

4.1 Our website is only intended for use by people resident in one of our serviced countries

4.2 Access to our website is permitted on a temporary basis. We may, at any time, withdraw, restrict or amend access to our website without notice.

4.3 We are not liable in anyway if, for any reason, our website is unavailable at any time or for any period.

5. Intellectual Property Rights

5.1 We are the owner or the licensee of all intellectual property rights on our website and in the material published on it and any other promotional material used by us, including but not limited to patents, registered designs, trade marks and service marks (whether registered or not), and applications for any of the foregoing, copyright, design, right, moral rights, rights in and to databases and all similar and/or analogous right subsisting at any time in any part of the world in relation to us are and at all times remain the property of us. That material is protected by copyright laws and treaties around the world. All such rights are reserved.

5.2 You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.

5.3 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 graphics, illustrations, photographs, video or audio sequences separately from any accompanying text.

5.4 Our status (and that of any identified contributors) as the authors of material on our website must always be clearly acknowledged.

5.5 You must not use any part of the materials on our website for commercial purposes without obtaining a written licence to do so from us or our licensors.

5.6 If you wish to make use of any material on our website for purposes other than that set out above, please address your request to info@2simple.com.

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



6. Reliance On Information Posted

6.1 Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed.

6.3 We disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its content.

7. Our Website Changes Regularly

7.1 Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

7.2 We aim to update our website regularly, and may change the content at any time without notice.

8. Viruses, Hacking And Other Offences

8.1 You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

8.2 You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website.

8.3 You must not attack our website via a denial of service attack or a distributed denial of service attack.

8.4 If you breach provisions 8.1., 8.2. or 8.3. you will commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities. We will co-operate with those authorities by disclosing your identity to them. If you breach these provisions, your right to use our website will cease immediately.

8.5 We are not liable for any loss or damage caused by a denial of service attack, distributed denial of service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

9. Linking To Our Website

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

9.2 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.

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



9.4 The website from which you are linking must not, in our opinion, be associated with, encourage, endorse or promote anything which is:

9.4.1 Illegal (such as prohibited substances or offensive weapons);

9.4.2 Pornographic;

9.4.3 Salacious or corrupting;

9.4.4 Abusive, violent, harassing, or bullying.

9.4.5 The website from which you are linking must not contain any images, video, sound, text and/or content that damages our reputation or the reputation of any entity with which we are affiliated.

10. Links From Our Website

10.1 Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources. We are not liable or responsible for them or for any loss or damage that may arise from your use of them.

11. Trade Marks

11.1 2Simple is the trading name of 2 Simple Ltd. All rights are reserved in that name.

12. Our Liability

12.1 To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

12.1.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

12.1.2 Any liability for any direct, indirect or consequential loss or damage incurred by any visitor or registered user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for:

12.1.2.1 Loss of income or revenue;

12.1.2.2 Loss of business;

12.1.2.3 Loss of profits or contracts;

12.1.2.4 Loss of anticipated savings;



12.1.2.5 Loss of data;

12.1.2.6 Loss of goodwill;

12.1.2.7 Wasted management or office time;

12.1.2.8 For any other loss or damage of any kind or any special, indirect or consequential loss or damage, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

13. Written Communications

13.1 We will contact you by email and provide you with information by posting notices on our website.

13.2 For contractual purposes, you agree to this electronic means of communication and you agree that all contracts, notices, information and other communications that we provide to you electronically are in writing. This condition does not affect your statutory rights.

14. Notices

14.1 All notices given to us must be given to 2 Simple Ltd by email at info@2simple.com or by post at 2Simple Software, 2-10 Baron Street, London, N1 9LL, UK

14.2 We may give notice to you at the postal address you provide to us when starting an implementation plan, or in any of the ways specified in clauses 13.1. and 13.2.

14.3 Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or 3 days after the date of posting of any letter.

14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15. Transfer Of Rights And Obligations

15.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.



15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

16. Events Outside Our Control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that are caused by events outside our reasonable control (force majeure event).

16.2 A force majeure event includes any act, event, non-occurrence, omission or accident beyond our reasonable control which prevents performance of our obligations and includes, in particular, without limitation, the following:

16.2.1 Third party strikes, lock-outs or other industrial action;

16.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

16.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

16.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

16.2.5 Impossibility of the use of public or private telecommunications networks;

16.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our obligations under these terms are suspended for the period that the force majeure event continues, and we will extend the time to perform these obligations for the duration of that period.

16.4 We will take reasonable steps to limit the effects of the force majeure event or to find a solution by which our obligations under these terms can be performed despite the force majeure event.

17. Waiver

17.1 If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of a particular default shall not constitute a waiver of any other default. No waiver by us of any of these terms shall be effective unless it is expressly stated to be a waiver and is in writing.



18. Severability

18.1 If any terms, conditions or provisions of a contract are invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19. Entire Agreement

19.1 These terms and any document expressly referred to in them are the entire agreement between you and us in relation to your use of our website and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

20. Variations

20.1 We have the right to revise and amend these General Terms from time to time. You will be notified of any revisions or amendments. We will post a new version of them on our website.

20.2 If you object to any new General Terms then you must stop using our website immediately.

20.3 Some of the provisions contained in these General Terms may also be superseded by provisions or notices published elsewhere on our website.

21. Third Party Rights

21.1 A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or benefit from any term of this contract but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

21.1 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement of these terms is not subject to the consent of any person that is not a party to this contract.

22. Law And Jurisdiction

22.1 English law will apply to:

22.1.1 These terms;

22.2.2 Any dispute or claim arising out of or in connection with these terms or their subject matter or formation (including non-contractual disputes or claims).

22.2 Any dispute or claim arising out of or in connection with our contract (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.



23. Your Concerns

23.1 If you have any concerns about material which appears on our website, please contact info@2simple.com.