

1. Terms applying to all users of Pansophix Useful Guides.

In these Terms, 'we', 'us' and 'Pansophix" means:

Pansophix Limited Caseys 22, Torquay Road Chelmsford CM1 6NF

Whilst we try to ensure that the Useful Guides do not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data in your computer system, network or server that results from the download or use of the website or any materials made available from the website (except for death or personal injury caused by our negligence).

We cannot promise that access to the website will be uninterrupted or error free.

You accept that you will not have a claim for breach of contract against us in respect of such periods of unavailability. You also acknowledge that we cannot be responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web.

You will only give **bona fide** members of your organisation access to the Useful Guide(s).

These terms are governed by and shall be construed in accordance with English Law.

The current range of Useful Guides can be seen <u>here</u>.

If you have any queries please email or call us on 0845 260 2820.

Full details of the Useful Guide Unlimited User Licence can be seen here.



2. Your right to access the Useful Guides

In consideration of receipt by us of the annual licence fee, we grant you a non-exclusive, non transferable licence for you to use the Useful Guides for which you have paid within your organisation. You may communicate out to bona fide members of your organisation the relevant link(s), Username(s) and Password(s) which will allow them the facility to download the licensed Useful Guide(s) for a 12 month period from the start of the licence.

You may not store the Useful Guide(s) on your own servers or systems. Access to the Useful Guides shall only be given to bona fide members of your organisation via http://www.pansophix.com/login.php and your Username and Password.

3. Copyright

You may not download, view, store and print off the whole or part of the Useful Guide(s) under your licence for distribution or sale outside of the organisation holding the Unlimited User Licence.

4. Conditions of Sale

No contract will exist between Pansophix Ltd and the Customer unless and until Pansophix Limited accepts a Customer order by sending an email confirming that the Unlimited User Licence has been set up and the relevant fee payment paid.

5. Use of and access to Personal information and our Privacy Policy

In the course of our work we collect data (including email addresses and contact numbers) about individuals, teams and organisations. This data belongs to the respective individuals, teams and organisations.

We do not tolerate SPAM and will never sell, rent, lease or give your details (name, address, email address etc.) to any other third party unless requested to do so by yourselves.

6. Information Protection and Information Sharing

Your personal information is being provided only to Pansophix Limited. We will not disclose your personally identifiable information to any person or Company except where you have given us permission to do so or if the law requires it, or where in good faith Pansophix Limited believes such action is necessary to comply with a legal process.



In order to prevent unauthorised access Pansophix Limited uses strict security procedures in the storage and disclosure of information which you have given us. We make all reasonable endeavours to ensure the security of the personal data held on our system.

7. Availability of the Pansophix websites

Pansophix Limited uses reasonable endeavours to ensure that the website is available 24 hours a day, 7 days a week. Pansophix Limited reserves the right to suspend access to the website as necessary for emergency maintenance or repairs or to carry out any upgrades to improve the performance or functionality of the website. Access may also be interrupted due to failures of telecommunications links and equipment which are beyond the control of Pansophix Limited.

8. Liability

Pansophix Limited shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of your Pansophix Unlimited User Licence with us ...

- any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue
- any loss or corruption of data
- any indirect or consequential loss

The maximum aggregate liability of Pansophix Limited for all claims, whether made in contract, tort under statute or otherwise (including in each case negligence) which are not otherwise excluded under these Terms shall be limited to $\pounds 100$ in respect of one incident or series of incidents arising from a common cause in the 12 month period commencing with the date you became a registered Unlimited User Licence user.

9. Distribution and Use

We expect you to circulate the relevant Useful Guide(s) portal link, your organisation's Username and Password to bona fide members of your organisation, as the registered Unlimited User Licence owner.

To let us know if you hear of or have evidence of distribution outside of your organisation.



10 Feedback

Each Useful Guide has a link to our online feedback questionnaire.

Any feedback we receive will be used to refine and improve the content where necessary.

As soon as any of the Useful Guides in your portfolio are updated they will be made available for your organisation's members to download.

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