

Terms and Conditions

Before registering with the Site you must read and agree to the following terms, conditions and policies, including any and all amendments which may be made from time to time (collectively the "**Agreement**").

By registering with the Site, you accept that you are entering into a contract with us on the terms and conditions of this Agreement. If you do not accept and abide by any part of the following you may not use the Site.

We reserve the right, at our sole discretion, to modify or revise these terms, conditions and policies at any time and you agree to be bound by such modifications and revisions.

Any modification or revision will take effect when this page is updated and accordingly you should visit this page periodically to review any such modifications and revisions. For the avoidance of doubt, there shall be no requirement for us to notify you of any change to the terms, conditions and policies set out in the Agreement.

A. Definitions in this Agreement

"Internet" means the global data network comprising interconnected networks using Transmission Control Protocol/Internet Protocol.

"**Security Details**" means all identifying words, codes, numbers and related material agreed between you and us that are used for the purpose of verifying you when you wish to enter the secure area of the Site.

"**Site**" means the website found at <http://utilise.projexc.info>

"**We**" or "**us**" means Projexc Limited, a company registered in England and Wales with company number 05567576 and whose registered office is at Crondace House, 280 Old Birmingham Road, Lickey, Birmingham B45 8EY.

"**You**" and "**your**" means you and such person or entity on whose behalf you act (if any) in agreeing to abide by the terms, conditions and policies of the Agreement.

B. Service

The Site is an electronic facility for planning, scheduling and tracking resource usage through the Site by use of the Internet.

In addition, the Site may contain links to external Internet sites which may be of relevance and/or interest to our subscribers (together the "**Services**").

You are required to register with and make payment to us to make full use of the Site and the services made available through it.

We reserve the right to withdraw, modify or revise any aspect of the Site (including the services offered through it) at any time, without notice and with no liability arising to you as a result of such withdrawal, modification or revision.

C. Security

You will be required to provide Security Details to access the Site and Services. You must not divulge your Security Details to any party except the Site or us. Following subscription, should you forget your Security Details (or require them to be changed for reasons of security) you must contact utilise@projexc.info.

D. Payment

Initially payment will be by cheque in respect of an invoice raised at the time of service commencement. Failure to make payment within the payment terms of that invoice will result in cancellation of service.

Where you wish to make payment for any of our Services by way of debit, credit or charge card you must ensure that, at the time of making each payment (a) you are fully entitled to use that card; and (b) the card has sufficient funds or credit available to cover the charges to be deducted from it.

Card payments are processed by Google Checkout. All card payments are made under the terms and conditions of Google Checkout., which are available from www.google.com.

At no time during subscription do we or the Site have access to your payment details.

E. Right of Cancellation

All payments made to us for access to the Site and Services are non-refundable except as provided for in this Agreement.

You shall, for the period of 7 days from the receipt of your payment, have the right to cancel any purchase from, or subscription to, the Site by contacting utilise@projexc.info.

Such cancellation shall result in the cessation of the Services (or, where applicable, the cancellation of a voucher code) and the refunding to you of the payment made for the cancelled item(s) or Service(s).

Any purchase or subscription cancellation requested outside of this 7 day period shall result in the cessation of Services (or, where applicable, the cancellation of a voucher code) WITHOUT the refunding of any payment. This does not affect your statutory rights.

Please note that, in the interests of security, no cancellation can be accepted unless: (a) you have contacted us from the e-mail address registered with us; and (b) your e-mail clearly states that you wish to cancel your subscription.

We may cancel or suspend access to your account at any time, without cause and/or without notice.

F. Your Obligations

The Site is for your personal use only. You are responsible for all activities under your account, including all liability incurred from the use or access of your account

by you and others. You are solely responsible for the text uploaded to your account. You are responsible for ensuring your Security Details remain confidential.

You may not store any text in your account or otherwise engage (or encourage others to engage) in conduct which:

- violates, infringes, damages or endangers the rights of others including, but not limited to, privacy, patents, trademarks, trade secrets, copyright or any other proprietary right;
- is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, tortuous or is deemed inappropriate by us;
- contains computer code or an "exploit" which could interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorised use of a computer or computer network;
- would constitute a criminal offence;
- violates any term of this Agreement or any law (whether local, national or international) that may be applicable to you from time to time;
- interferes with the Site or the use of the Site by others in any way; or attempts to gain unauthorised access to any service, account, system or network.

We reserve the right (without notice at our sole discretion and at any time) to take any legal or technical remedy to prevent violation of this Agreement, including the removal of any or all of your stored information or the immediate termination of your account.

You are responsible for all information stored in your account on the Site including (but not limited to) the legality, truthfulness, decency and accuracy of all such information.

You agree that we are not responsible or liable for any deletion, correction, destruction, damage or loss of any image and/or text which is stored (or attempted to be stored) on your account.

You agree that we are not responsible or liable for content made available on the Internet which is linked (directly or otherwise) from the Site.

You agree not to resell, lease, give-away or otherwise profit from the Site without our prior written approval.

You agree that it is reasonable for us and/or the Site to collect anonymous information regarding the use of the service and to share such anonymous information with our partners from time to time. For the avoidance of doubt, any information containing a name or contact details shall not be considered anonymous information.

You confirm that you are legally able to enter into this Agreement and be bound by the terms of it.

H. Equipment

To make use of the Site you are required to provide (at your own expense) access to the Internet and compatible hardware and software.

We make no warranty that any particular Internet connection, computer, software package or combination of these will be compatible with or be able to gain access to the Site.

I. Security

You must keep secret all information required to login to the Site and must take all reasonable precautions to prevent the fraudulent use or the release to a third party (intentionally or otherwise) of such information.

If you suspect your login information for the Site has been compromised you are responsible for changing such information immediately (which may be done by use of the Site) and subsequently notifying the Site and/or us of this breach.

From time to time and in the interests of the ongoing security of the Site and your personal information we may require you to change your password or other information which facilitates your access to the Site.

J. Data Protection

The privacy of your information is very important to us. If you have any complaints or queries concerning the security and/or protection of your data then in the initial instance you should contact utilise@projexc.info

Neither we or the Site will release your personal details to any third party unless required to do so in law.

K. Additional

You acknowledge that, except where notices state to the contrary, all copyright, trade marks, and other intellectual property rights in and relating to the Site are owned by us.

You may not (and you may not encourage or instruct any third party to) copy, distribute, show in public or create derivative work using any of the material which is found on the Site unless properly licensed by us or the original owner of the material.

You agree to indemnify and hold us and the Site (and any holding company, subsidiary, affiliate, officer, director, agents or employee of us) harmless from any claim or demand (including legal expenses) made by any party due to or arising out of your breach of this Agreement, your negligence, your violation of any law (or the rights of a third party) or as a result of information supplied by you;

In so far as we are able to do so we make no warranties of any kind, expressed or implied, for the Services or in relation to the Site. Whilst every attempt would be made in the unlikely event of any corruption or hardware failure, we cannot guarantee to be able to replace lost data. We disclaim any warranty or merchantability or fitness for a particular purpose. This includes loss of data

resulting from delays, non delivery and any and all service interruptions caused by us or our employees.

In so far as the law allows, you agree that neither we or the Site shall be liable for any direct, indirect, incidental, special, consequential, exemplary or incidental damages, including (but not limited to) damages for loss of profits, goodwill, use or data (even if we or the Site have been advised of the possibility of such damages), howsoever resulting but including:

- the use or the inability to use the Site;
- the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchases or obtained or messages received or transactions entered into through or from the Site;
- unauthorised access to or alteration of your transmissions or data;
- statements or conduct of any third party on the Site; or any other matter relating to the Site;

We promise not to share any of the information with third parties not related to the Site. We promise to take all the precautions necessary to protect your confidentiality and the information you disseminate to us;

Notices given under this agreement shall be delivered by hand, sent by prepaid first class post or sent by electronic mail in the case of either party. Electronic mail shall be deemed to be delivered when it is sent;

We shall not be liable for any default due to any circumstance beyond their reasonable control including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood or earthquake;

This Agreement constitutes the entire agreement between us and shall be governed by and interpreted in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to resolve any disputes between us;

L. Company Details

ProjExc Limited, a company registered in England and Wales with company number 5567576 and whose registered office is at Crondace House, 280 Old Birmingham Road, Lickey, Birmingham B45 8EY

VAT No. 869 1157 93

email: utilise@projexc.info