

Terms and Use

This Terms of Use ("**Terms**") are an agreement between you ("**Customer**") and Vesper Software Limited, which is established in the United Kingdom and registered at the address of Unit Da2, 43 Sutherland Road, London, operating under the laws of the England and Wales, (hereafter referred to as the "**Service Provider**" or "**we/us**"). These Terms regulate the usage conditions for the Customer benefiting from the Service Provider's services, whether it's a product or application.

The Customer accepts and declares that they have read and accepted all the provisions and conditions stated in these Terms. In addition, the Customer declares and commits that they have read and accepted the Privacy and Cookie Policy located on our site.

The Service Provider may change these Terms at any time by publishing the modified version on its website and application, and by notifying the Customer via email, or other appropriate methods. The modified text becomes valid upon its publication on the Service Provider's website. If, after considering the said changes, the Customer does not wish to be comply by these new Terms, they are not obliged to accept the changes on these Terms. However, if the Customer does not accept the new Terms, they will not be able to benefit from this Service. The Customer's continued use of this Service after being notified of the change implies acceptance of the new Terms.

Upon accepting the Terms:

- Individual Customers acknowledge and commit that they are of legal age, possess legal capacity, and are qualified to sign contracts like these Terms.
- Corporate Customers acknowledge and commit that these Terms have been signed by individuals authorized to represent them and that they are bound by the Terms.\

Customers declare and undertake the accuracy and truthfulness of the registration information provided to the Service Provider. Customers are also obligated to maintain the accuracy of this information. The Customer guarantees that they are legally competent to assume all responsibilities concerning the selection, use, and access to the Service.

Terms and Conditions

1. The website <https://buildcomp.co.uk/> ("Site") belong to the Service Provider and are managed by the Service Provider.
2. Within the framework of the provisions and conditions of these Terms, services defined on the Site are provided to the Customer by the Service Provider (collectively referred to as the "Service"). Services can be purchased by the Customer for a fee. The provided Services are solely for the Customer's personal use and cannot be used for the benefit of third parties. The term "Service" includes, but is not limited to, the use of the Site and the Application, and benefiting from all types of services offered on the Site and in the Application.
3. The Service can be modified, suspended, or terminated at any time with notification to the Customers. Furthermore, the Service Provider may impose restrictions on the use of the Service and may block access to part or all of the provided Service without any notification and without incurring any liability. Customers can benefit from the mentioned Service or

products solely for personal and non-commercial use and in compliance with applicable laws. Customers cannot use the Service and products for the benefit of third parties.

4. The intellectual property rights of all software contained in the Application and the Site belong to the Service Provider. Within this scope, a simple (non-exclusive) license is granted to the Customer valid only for the duration they benefit from the Service, and this license cannot be transferred, sold, rented, reverse-engineered, sublicensed, or used for purposes other than intended. Upon the termination of these Terms and the conclusion of the Services, the license right will also be terminated.
5. If the activities mentioned in these Terms are legally prohibited and the right to access the Service in the relevant region/state/country is removed, these Terms will also become null and void.
6. The Site, Application, Services, software, and other contents are designed solely for the personal use of the Customer and will be used only in accordance with the provisions of these Terms. Without limitation, the Service Provider is the sole and exclusive owner of all types of text, graphics, articles, photographs, images, drawings, software, content, and other materials ("Content") found or displayed in the Services or any service offered. All intellectual and industrial property rights related to these Contents will continue to belong to the Service Provider. However, the Customer is the owner of the images, recordings, and contents that are recorded in the manner specified by the Customer during the execution of the Service.
7. The Customer is obligated to comply with all copyright notices, information, and restrictions contained in the Contents accessed through the Service provided by the Service Provider. Without explicit written consent from the rights holder, the Customer cannot use, copy, imitate, modify, convert, publish, produce derivatives of, broadcast, transfer, distribute, perform, upload, display, license, sell or benefit from the Content owned by the Service Provider or products owned by third parties or other proprietary rights of third parties. The Customer cannot store any part of the Content in any manner, except for the information, content, and recordings owned by the Customer. Copying or storing any Content, other than the Customer's own information, content, and recordings, is explicitly prohibited. Exceptions are made if prior written permission has been obtained from the Service Provider or the copyright holder defined in the said Content, and/or if permission has been granted in the copyright notice of the Content.
8. The Customer must ensure that all registration information is accurate and up-to-date and will be responsible for all activities and actions carried out within the scope of the Service.
9. All personal and financial information provided by the Customer will be used solely for the following purposes:
 - Verification of Customer
 - Delivery of the requested Services
 - To communicate with the Customer about changes, terms of use, technical support, features, and other details related to the Service
 - To address any specific needs or questions of the Customer

- To fulfill administrative and legal obligations.

10. Additional Uses

- The Service Provider may communicate with the Customer using the contact details provided by the Customer, through means such as telephone, computer, or email.
- Unless prohibited by law, the Service Provider may combine the information it has with information from its affiliates, subsidiaries, and/or group companies to better conduct its business and manage its relationship with the Customer.
- Responsibility for any information and content made public by the Customer or specifically shared within the context of using the Service will solely belong to the person who shared/created that content. In this context, the Service Provider will not be responsible for any errors, omissions, or violations in the information or content belonging to the Customer.
- Under no circumstances is the Service Provider responsible for information or content created or provided by the Customer during the use of the Service, or for errors, omissions in the information and/or content, or for the use, sharing, emailing, accessing, or publishing of such information or content.

11. Electronic Communication

The Customer consents to all future communications with the Service Provider to be conducted through the electronic communication tools specified in the Customer's account when using the Services. The term "communications" includes, but not limited to, contracts, documents, warnings, statements, policies accepted by the Customer, and any future revisions related to these.

12. Hardware and Software Requirements

To benefit from the Services, the Customer must possess the following hardware and software:

- A computer or mobile device with an internet connection
- An account opened in the name of the Customer

If there is a significant change in the hardware or software required to use the Service, the Service Provider will inform the Customer.

13. Limitations

The Customer agrees and undertakes that they will (i) not use any material and/or content or Customer information and Services in a manner that infringes intellectual property rights, property rights, promotional and privacy rights, or any other rights of a third party; (ii) not violate any laws, regulations, or similar legislations; (iii) not engage in harmful, fraudulent, misleading, threatening, corrupt, harassing, insulting, or inappropriate behavior; (iv) not represent any real or legal person, including employees and representatives of the Service Provider, without any authorization; (v) not use viruses or any other harmful computer code, file, or program; (vi) not engage in behaviors that jeopardize the account of the Customer or anyone else; (vii) not attempt to obtain a password, account, or other security information from another user in any way; (viii) not engage in activities that threaten the security of any computer network, decrypt passwords or security encryption codes; (ix) not use any auto-response method or spam regarding the Service or interfere with the proper

operation of the Service; (x) not decompile, reverse engineer, or try to obtain the Service's source code or underlying ideas or information. In case of non-compliance with the situations mentioned above, the Service Provider can terminate the Customer's use of the Service or access to the Service.

The Service Provider reserves the right to remove any content or information or content belonging to the Customer from the Service for any reason. The Customer is responsible for all content, records, and images they upload, announce, send via email, publish, or disseminate related to the Service. The Customer is responsible for all taxes, stamp duties, and VAT related to service invoices that may arise from the use of the mentioned Service.

14. Warranty

The Customer absolves the Service Provider of all responsibilities arising from the content, images, videos, and recordings acquired/produced through the Services. The Service Provider does not offer any guarantee regarding the content available or accessed through the provided Service. In addition, the Service Provider will not be responsible for the accuracy, copyright compliance, or legality of the materials located within or accessed through the Service. The Service Provider does not offer any warranties or assurances regarding opinions and suggestions about the provided Service or about products recommended and purchased within the scope of the Service.

Unless otherwise agreed upon by the Parties in these Terms, the Service obtained through the Site, the contents accessed via the Service, and all software are provided in their current state ("AS IS") without any explicit or implied warranty, including but not limited to merchantability, fitness for a particular purpose, or non-infringement. No commitment is made that the service will be uninterrupted or error-free.

This limited liability provision grants the Customer certain legal rights. Depending on the applicable law, the Customer may also have other rights. If this limited liability provision is contrary to the applicable law, this article will be revised to comply with the current legislation.

15. Updating Contact Information

To communicate with the Customer, it is the Customer's responsibility to keep their current contact information (including email address) up-to-date. If the Service Provider cannot communicate with the Customer electronically due to reasons like incorrect contact details, outdated information, or blocked contacts, the Service Provider is deemed to have established communication. The Customer can always update their contact information by logging into the website.

16. Assignment and Transfer

The Customer cannot assign or transfer their rights and obligations under these Terms without the prior written consent of the Service Provider. The Service Provider reserves the right to assign or transfer its rights and obligations under these Terms to third parties at any time.

17. Registration and Privacy

When using the Service, the Customer must register on the Service Provider's Site, download the application, and choose a username with a password. The Customer is obligated to provide registration information that is accurate, complete, and up-to-date. The Customer is responsible for

ensuring the security of all identity information and passwords they use while benefiting from the Service.

18. Indemnification

The Customer will indemnify and hold harmless the Service Provider, its affiliates, subsidiaries, employees, and workers from any claims and demands made by third parties (including, but not limited to, all damages, liabilities, settlements, costs, and attorney fees) arising from the Customer's access to the Service, use of the Service, violation of the Terms, or the infringement of any intellectual property or other rights of any person or entity resulting from the account of the Customer being used by them or by third parties. The Customer will compensate for all losses incurred.

To the extent permitted by applicable law and except as expressly provided in the Limited Liability Clause; the Service Provider, its suppliers, or its respective employees, directors, workers, or representatives shall not be held liable for any damages arising from the Site, the Service, the Application, or any obligation under the subject of these Terms, even if caused by slight negligence.

19. Service Performance, Fees, and Payment

To execute the Service, the Customer must complete the following processes:

- Create a user account
- Accept these Terms electronically,
- If the Customer has purchased services subject to a fee, they must complete their payment processes.

20. Termination

As long as the Customer continues to use the Service, these Terms will remain valid between the parties. The Customer can terminate these Terms at any time by sending a written termination request. These Terms will end at the conclusion of the month in which the Customer sends the termination notice. The Service Provider can, at any time and for any reason, terminate or suspend the Customer's access to the Service and the Customer's membership by giving a 15-day prior notice. The Service Provider will have no liability in this regard.

Upon the closing of the Customer's account, the Customer's right to use the Service, and the right to access the Site, the Application, and any content is terminated. Provisions of these Terms, including those related to Ownership, Warranty, Waiver, and Limitation of Liability, as well as other clauses intended to continue in effect after the termination of these Terms, will continue to be binding and effective after the termination of these Terms. If the Customer violates these Terms and the Service Provider takes legal action against the Customer as a result, in addition to any other legal compensation provided to the Service Provider, the Customer is obliged to pay the Service Provider all reasonable attorney's fees and all court costs and expenses.

22. Miscellaneous

The parties' failure to exercise any right established under these Terms does not imply a waiver of such right. Service Provider shall not be liable for failure to perform its obligations arising from this

document due to reasons beyond its control, including but not limited to mechanical, electronic communication errors, or system crashes.

If any provision of these Terms is found to be unenforceable or invalid, that provision will be partially nullified to the extent necessary for the Terms to remain valid and enforceable.

Both parties acknowledge that these Terms represent the joint intention of the parties. Upon acceptance of these Terms, all previously made written and verbal agreements, other settlements, and communications concerning the subject of these Terms become void, and these Terms prevail.

23. Applicable Law

The interpretation and implementation of these Terms shall be governed by Law of England and Wales. In disputes arising from these Terms, London courts will have jurisdiction.

By clicking the “Accept” button, the Customer agrees to these terms and conditions.