

Terms and Conditions of Use

Erisna

G-Cloud 15

Supplier: Erisna (trading as London's Own Limited)

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Introduction

These terms and conditions apply between you, the User of this Erisna Solution (including any domains, sub-domains, unless expressly excluded by their own terms and conditions) ("**Solution**"), and London's Own Limited, the owner and operator of this Solution. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Solution. If you do not agree to be bound by these terms and conditions ("Terms"), you should stop using the Solution immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Solution and is not either (i) employed by London's Own Limited and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to London's Own Limited and accessing the Solution in connection with the provision of such services.

You must be at least 18 years of age to use this Solution. By using the Solution and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Permission to use

You have our permission to use the Erisna solution, but only if:

- You are at least 18 years old
- You are using the solution for informational and internal business purposes (personally or on behalf of your organisation)
- You follow all the rules and restrictions we've spelt out in these Terms.

Intellectual Property and Acceptable Use

All Content included on the Solution, unless uploaded by Users, is the property of London's Own Limited, our affiliates or other relevant third parties. In these terms and conditions, **Content** means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Solution, including any such content uploaded by Users. By continuing to use the Solution, you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this Solution shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Solution without the owner's prior written permission.



You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of London's Own Limited.

You may not:

- Decompile, reverse engineer, or disassemble any object code which is part of or made available through the Solution into a human-perceivable form, except and only to the extent that such activity is expressly permitted by applicable law, and in that case, only if you notify us in writing in advance.
- Copy, frameset, enclose or otherwise sell, distribute, transmit or broadcast any part of the Solution.
- Modify or create any derivative work of any part of the Solution.
- Disable, interfere with, or try to get around any of the features of the Solution related to security, preventing or restricting use or copying of any Content or enforcing the limits on the use of the Solution or the Content on the Solution.
- Use, export or re-export any Content or any copy or adaptation of such Content in violation of any applicable laws or regulations, including, without limitation, United States export laws and regulations.

We Are Not Responsible for User Content

We generally do not monitor or review any User Content. We do not endorse any User Content or support any views, opinions, recommendations or advice that may be in User Content. User Content comes from a variety of sources, and we make no promises about the reliability of any source or the accuracy, usefulness, safety or intellectual property rights of any User Content. You may be offended by User Content that you see on the Solution. You may find some of it to be inaccurate, indecent or objectionable. However, as further set forth below, you agree not to hold us responsible in any way for your use of the Solution, including your exposure to User Content.

In addition, we are not a content-archiving service. We do not promise to store or make available on the Solution any User Content that you post, or any other Content, for any length of time. You are solely responsible for keeping back-ups of everything you post on the Solution.



Prohibited Use

You may not use the Solution for any of the following purposes:
in any way which causes, or may cause, damage to the Solution or interferes with
any other person's use or enjoyment of the Solution;

- In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- Making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.
- Upload, launch, post, email or transmit any material (including any bot, worm, scripting exploit or computer virus) to or from the Solution that is likely to harm or corrupt the Solution, or harm or corrupt our or anyone else's computer systems or data;
- Solicit, for commercial purposes, any users of the Solution, including by transmitting any unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation;
- Impersonate anyone else or lie about your affiliation with another person or entity;
- Use the Solution to harm minors in any way, including posting User Content that violates child pornography laws, child sexual exploitation laws or any other laws protecting children;
- Collect or gather other people's personal information (including account information) from the Solution; or
- Use the Solution for any other illegal purpose.

Registration

You must ensure that the details provided by you on registration or at any time are correct and complete.

You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.

You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Solution. Cancellation or suspension of your registration does not affect any statutory rights.



Password and Security

When you register on this Solution, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone. This means you cannot set up an account using someone else's name or contact information, or a phoney name or phoney contact information. You have complete responsibility for your account and everything that happens on your account. This means you need to be careful with your password. If you find out that someone is using your account without your permission, you must let us know immediately. You may not transfer your account to someone else or use someone else's account without their permission. We are not liable for any damages or losses caused by someone using your account without your permission. However, if we (or anyone else) suffer any damage due to the unauthorised use of your account, you may be liable.

Links to Other Solutions

This Solution may contain links to other Solutions. Unless expressly stated, these Solutions are not under the control of London's Own Limited or our affiliates.

We assume no responsibility for the content of such Solutions and disclaim liability for any and all forms of loss or damage arising out of the use of them.

The inclusion of a link to another Solution on this Solution does not imply any endorsement of the Solutions themselves or of those in control of them.

Privacy Policy and Cookies Policy

Use of the Solution is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the Privacy Policy and Cookies Policy, please click on the following:

<https://www.erisna.com/policies-and-terms-of-use#privacy-policy> and
<https://www.erisna.com/policies-and-terms-of-use#cookies-policy>.

Availability of the Solution and Disclaimers

Any online facilities, tools, services or information that London's Own Limited makes available through the Solution (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, or satisfactory quality. London's Own Limited is under no obligation to update information on the Solution.



Whilst London's Own Limited uses reasonable endeavours to ensure that the Solution is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

London's Own Limited accepts no liability for any disruption or non-availability of the Solution.

London's Own Limited reserves the right to alter, suspend or discontinue any part (or the whole) of the Solution, including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Solution unless it is expressly stated otherwise.

Limitation of Liability

Nothing in these terms and conditions will limit or exclude our or your liability for fraud or fraudulent misrepresentation; or limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

We will not be liable to you for any loss or damage of any kind.

We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

To the maximum extent permitted by law, London's Own Limited accepts no liability for any of the following:

- a. Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. Loss or corruption of any data, database or software;
- c. Any special, indirect or consequential loss or damage.

Indemnity

You agree to indemnify, defend (if we so request) and hold harmless Erisna and the Erisna Entities from and against any claim, demand, losses, damages or expenses (including reasonable attorneys' fees) arising from your User Content, your use of the Solution, your connection to the Solution, your violation of these Terms or your violation of any rights of any third party. Your indemnification obligation will survive the termination of these Terms and your use of the Solution.



Termination and Suspension

We may terminate or suspend your permission to use the Solution immediately and without notice upon any violation of these Terms, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems or for engagement by you in fraudulent or illegal activities. If we terminate your use of the Solution for any of these reasons or otherwise for cause, we will not refund any fees you may have paid for access to the Solution.

Upon any termination, we may delete your account, passwords and User Content, and we may bar you from further use of the Solution. You understand that we may also continue to make your User Content available on the Solution even if your use of the Solution is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, User Content or access to the Solution.

General

You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Solution from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then-current version.

These terms and conditions , together with the Privacy Policy and Cookies Policy, contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions, and no third party will have any right to enforce or rely on any provision of these terms and conditions.

If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.



This Agreement shall be governed by and interpreted according to the law of England and Wales, and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

London's Own Limited Details

London's Own Limited (trading as Erisna) is a company registered in England and Wales, with its registered office address, 320 Firecrest Court, Centre Park, Warrington, England, WA1 1RG, and it operates this Solution.

Registered Company Number: 10317237

VAT Number: 434122337
