

## fuzed.link Terms of Use

### **1. Introduction**

- 1.1 The Fuzed website is owned and operated Fuzed Innovations Limited a company registered in England and Wales with company number 10079176 and registered office at 156 Eversholt Street, London NW1 1BL (Fuzed, we, us). By using the Site you agree to be bound by these terms of use (the Terms) together with the privacy and cookie policy accessible on the Site (the Privacy & Cookie Policy). These Terms and the Privacy & Cookie Policy affect your legal rights and obligations so please read them carefully. If you do not agree to be bound by these Terms and/or the Privacy & Cookie Policy, do not use the Site. If you have any questions, you can contact us by email at [contact@fuzed.link](mailto:contact@fuzed.link).
- 1.2 We reserve the right to amend these Terms from time to time at our discretion. We may do so for technical or legal reasons, or because the needs of our business have changed. You agree that if you do not accept any amendment to our Terms then you shall immediately stop accessing and/or using the Site. If we reasonably believe that the amendment is significant, we shall notify all registered users by email. Otherwise, the amended Terms will be effective as soon as they are accessible. You are responsible for regularly reviewing these Terms so that you are aware of any amendments.

### **2. Definitions**

- 2.1 In these Terms, words defined in Condition 1 shall have the same meaning when used throughout these Terms. In addition, the following words have the following meanings:

Fuzed Site: the tailored website created by Fuzed for a user;

Subscription Fee: the recurring subscription fee due from a User as agreed with Fuzed;

Service: the Fuzed service offered through the Fuzed platform;

Service Content: all content on the Site;

Terms: these terms and conditions; and

User (you): any user of the Service.

- 2.2 Words in the singular include the plural and in the plural include the singular.
- 2.3 Headings shall not affect the interpretation of these Terms.
- 2.4 References to Conditions are, unless otherwise provided, references to the conditions of these Terms.
- 2.5 Unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies.
- 2.6 Any phrase introduced by the words 'including' shall be construed as illustrative and shall not limit the generality of the related words.

### **3. Registering on the Service and Use of the Service**

- 3.1 When you register on the Service you will create a username and password. You are responsible for keeping your username and password confidential and you are responsible for any activity under your Fuzed account. Please take precautions to protect your password and contact us immediately by email at [contact@fuzed.link](mailto:contact@fuzed.link) if you believe there has been any unauthorised use of your Fuzed account. We are not liable for any loss you may suffer as a result of your failure to comply with this Condition 3.1.
- 3.2 When you use the Service you must comply with all applicable laws. In particular you agree not to:
- (a) try to gain unauthorised access to the Service or any networks, servers or computer systems connected to the Service;
  - (b) harvest or otherwise collect non-public information about another user obtained through the Service (including email addresses), without the prior written consent of the holder of the appropriate rights to such information;
  - (c) add a user to your email or physical mailing list without their consent after adequate disclosure, or use their email address or contact details for antisocial, disruptive, or destructive purposes;
  - (d) engage in crawling, scraping, caching or otherwise accessing the Service Content through automated means; and/or
  - (e) reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble all or part of the Service save to the extent expressly permitted by law not capable of lawful exclusion.

#### **4. Users**

- 4.1 If you wish to register as a User on the Service, you must:
- (a) be at least 18 years old;
  - (b) be legally capable of entering into a contract; and

At our request, you shall provide evidence of your compliance with this Condition 4.1 and you agree that if any of these provisions ceases to apply, you shall notify us accordingly and we may terminate your Fuzed account.

4.2 We shall consider all applications to register by a User, and if, at our sole discretion, we accept you as a User on to the Site, you shall be entitled to upload your profile to the Site.

4.3 No fees are due to or from Users by applying to and/or registering on the Service.

#### **5. User Content**

- 5.1 The User Content together with all other content uploaded to the Site shall not:
- (a) breach the provisions of any law, statute or regulation including any data protection laws and/or regulations;

- (b) infringe the copyright, database rights, trade mark rights or other intellectual property rights of any third party;
  - (c) be made in breach of any legal duty owed to any third party, such as a contractual duty or a duty of confidence;
  - (d) be deliberately or knowingly false, inaccurate or misleading;
  - (e) include any content which promotes fraudulent, obscene, pornographic, inappropriate or illegal activities; promotes violence or hatred; is or discriminatory of any group of people; is sexually explicit; or is obscene, offensive, hateful or inflammatory;
  - (f) not contain any virus; and/or
  - (g) give rise to any cause of action against Fuzed.
- 5.2 We do not monitor or review any content uploaded to the Site by any User. However, we may remove any content at any time and without notice if we reasonably believe that such content infringes any of the provisions of these Terms.
- 5.3 The User grants to Fuzed the right to use and reproduce the Service Content generated by the Users for the business purposes of Fuzed.

## **6. Subscriptions**

- 6.1 Some parts of the Service are billed on a subscription basis (Subscription(s)). You will be billed in advance on a recurring and periodic basis (Billing Cycle). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.
- 6.2 At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Fuzed cancels it. You may cancel your Subscription renewal either through your Fuzed account management page or by contacting Fuzed support team.
- 6.3 A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Fuzed with accurate and complete billing information including full name, address, state, postcode, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Fuzed to charge all Subscription fees incurred through your account to any such payment instruments.
- 6.4 Should automatic billing fail to occur for any reason, Fuzed will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.
- 6.5 Any Subscription Fees shall be paid each month in advance to Fuzed.
- 6.6 If either party fails to pay any sums due to the other party by the due date, the other party shall be entitled to claim costs and interests on any outstanding amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## **7. Free trial**

- 7.1 Fuzed may, at its sole discretion, offer a Subscription with a free trial for a limited period of time (Free Trial).
- 7.2 You may be required to enter your billing information in order to sign up for the Free Trial.
- 7.3 If you do enter your billing information when signing up for the Free Trial, you will not be charged by Fuzed until the Free Trial has expired.
- 7.4 At any time and without notice, Fuzed reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

## **8. Fee changes & Refund**

- 8.1 Fuzed in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.
- 8.2 Fuzed will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.
- 8.3 Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.
- 8.4 Certain refund requests for Subscriptions may be considered by Fuzed on a case-by-case basis and granted in sole discretion of Fuzed.

## **9. Liability**

- 9.1 We accept no responsibility or liability for adverts contained within the Site. If you agree to purchase goods and/or services from any third party who advertises in the Site, you do so at your own risk. The advertiser, and not Fuzed, is responsible for such goods and/or services and if you have any questions or complaints in relation to them, you should contact the advertiser.
- 9.2 We shall in no circumstances be liable to you in contract, tort (including negligence) or otherwise for any direct or indirect losses you may suffer as a result of use of the Service, including:
  - (a) loss of profit, anticipated profits or business;
  - (b) loss of data;
  - (c) loss of opportunity;
  - (d) loss of revenue;
  - (e) loss of goodwill or reputation;
  - (f) wasted expenditure; and/or

(g) consequential, special or incidental loss or damage (whether or not advised of the possibility of the same).

9.3 Our maximum liability under these Terms shall be limited to the total Subscription Fee paid by the User in the previous 6 months.

9.4 Nothing in these Terms shall be construed as excluding or limiting our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be excluded by English law.

## **10. Indemnity**

You shall indemnify and keep indemnify and held harmless Fuzed from and against any costs, claims, losses, damages, expenses and liabilities that Fuzed may suffer or incur arising as a result of:

10.1 any claim or allegation in relation to any content you have uploaded to the Service;

10.2 any claim or allegation from another user or other third party relating to your acts or omissions; and/or

10.3 your breach of these Terms.

## **11. Service Content**

11.1 The copyright in all Service Content is owned by or licensed to Fuzed. All rights are reserved. You can view, print or download extracts of the Service Content for your own use.

11.2 You cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Service Content without our permission.

## **12. Termination or Suspension**

12.1 We reserve the right to suspend or terminate your Fuzed account at any time and without liability for any reason on notice to you. Without limiting that general right, we may terminate your Fuzed account if:

(a) any information that you provide to us is not true or we cannot verify or authenticate any such information;

(b) you are in breach of these Terms, including any failure to pay the Subscription Fee on the due date; and/or

(d) we receive complaints or disputes are raised in relation to your activities on the Service.

12.2 Following termination by us of your Fuzed account you must cease to use the Service and you must not re-register on the Service under any other name.

12.3 You may contact us at any time to terminate your Fuzed account.

12.4 Termination of your Fuzed account will not terminate any obligations that you have to us, including payment obligations, and you further agree that all warranties and indemnities included in these Terms shall continue to apply to any content provided or created under these Terms.

### **13. General**

13.1 Each of the parties is an independent contractor and nothing contained in these Terms shall be construed to imply that there is any relationship between the parties of employer/employee, partnership or of principal/agent nor are the parties engaging in any joint venture and accordingly neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise.

13.2 These Terms and the Privacy & Cookie Policy (as amended from time to time) constitute the entire agreement relating to your use of the Service.

13.3 If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force and effect.

13.4 Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

13.5 We may assign or otherwise transfer our rights and obligations in terms of these Terms to third parties.

13.6 We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business.

13.7 These Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

Last updated: May 2019