

Terms of Service

LAST UPDATED: 01/10/2016

These Terms of Service (“Terms”) govern your use of the services, software and websites (the “Service”) provided by 123ITworks Ltd (“123ITWorks”). Our [Privacy Policy](#) explains the way we collect and use your information when using the Service. By using the Service you agree to be bound by these Terms and our Privacy Policy. If you’re using our Service on behalf of an organization or entity (“Organization”), then you are agreeing to these Terms on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to these Terms. In that case, “you” and “your” refers to that Organization. If you become a paid subscriber to one of the subscription Services, then your use of the Service will be governed by these terms and our [Subscriber Agreement](#). You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the Terms, do not use any of our Services. You accept the Terms by using the Services.

Use of the services

You may use the Services for your personal and business use or for internal business purpose in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You may not disassemble, decompile or reverse engineer the Service or attempt or assist anyone else to do so, unless such restriction is prohibited by law. You can create and edit content with your user account during the trial period or by becoming a paid subscriber.

Your Content

You retain ownership of your Content, but by uploading it onto the Service, you are granting us a license to use, copy, reproduce, process, adapt, publish, transmit, host and display that Content for the purpose of (i) providing you the Service and associated support; and (ii) analyzing and improving the operation of the Service. We reserve the right to remove Content on the Service that we otherwise reasonably believe may create liability for 123ITWorks.

User Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if 123ITWorks has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, 123ITWorks may terminate your account on our Service and refuse current or future use of any or all of the Services.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may never use another user’s account without permission.

Administrator Access to Your Content

When you sign up for our Service, you can associate one or more email addresses with your account. If you use an email address provided to you by a third party entity of which you are a part (such as yourname@youremployer.com or yourname@nonprofit.org) (each an "Entity") you hereby grant that Entity and its administrator(s) permission to access, use, download, export, disclose, share, restrict and/or remove Content that you have associated with the email address that includes their domain. You also acknowledge and understand that an Entity may restrict or terminate your access to Content associated with the email address that includes their domain.

Security

We will use industry standard technical and organizational security measures in connection with the storage, processing and transfer of your Content that are designed to protect the integrity of that Content and to guard against unauthorized or unlawful access to, use of, or processing of such Content. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to unauthorizeduse@123itworks.co.uk or by calling us on any of the numbers listed on <http://www.123itworks.co.uk/contactus>. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Termination

You are free to stop using our Service at any time. We also reserve the right to suspend or end the Service at any time at our discretion and without notice. We may also terminate or suspend your access to the Service at any time if you are not complying with these Terms or if you are using the Service in a manner that we believe may cause us financial or legal liability.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Inactive User Accounts Policy

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 90 days. We will provide you prior notice of such termination and an option to allow your account to remain dormant for a further period of time agreed between us. This option will be available for 30 days, should this time elapse you will be given further notice of termination and all data associated with your user account will be deleted.

123ITWorks Intellectual Property Rights

The Service (excluding Content provided by users) constitutes 123ITWorks intellectual property and will remain the exclusive property of 123ITWorks and its licensors. Any feedback, comments, or suggestions you may provide regarding the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Modifications to the Service

The Service may be modified from time to time, often without prior notice to you. Your continued use of the Service constitutes your acceptance of such modifications. If you are not satisfied with a modification we make to the Service, your sole remedy is to terminate your use of the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Indemnification

You agree to defend, indemnify and hold harmless 123ITWorks and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to lawyer's fees) arising from your use of and access to the Service, except where such use is authorized by 123ITWorks.

Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. 123ITWorks EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 123ITWorks MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM 123ITWorks ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL 123ITWorks, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICE, WHETHER OR NOT 123ITWorks HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. 123ITWorks

AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE SHALL NOT EXCEED THE GREATER OF £100 OR THE AMOUNTS PAID BY YOU TO 123ITWorks IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO SUCH LIABILITY.

Governing law

This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

Jurisdiction

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Entire Agreement; Severability; Waiver

These Terms constitute the entire agreement between you and 123ITWorks concerning the Service replace any prior or contemporaneous agreements, terms or conditions applicable to your use of the Service. If a provision of these Terms is found to be unenforceable, the remaining provisions of these Terms will remain in full force and effect and an enforceable term will be substituted reflecting as closely as possible our original intent. 123ITWorks failure to enforce any provision of these Terms shall not be deemed a waiver of its right to do so later.

Assignment

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you will be null and void.

Notices

We may provide you with legal notices and notices related to your account via email using the email address associated with your account. We may provide you with other marketing or business-related information, including information about Service updates or changes, via email or within the service itself.