



Application Systems Terms of Service

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Introduction

The terms “we”, “us”, “our”, “AppSystems”, and “Company” refer to Application Systems Ltd.

Our Terms of Service (“Terms”, “Terms of Service”, “TOS”) govern your usage of our website, located at <https://appsystems.co.uk> (“Service”). This is operated by Application Systems Ltd.

You may also review our Privacy Policy (found at <https://appsystems.co.uk/privacy>) as it also governs your use of our Service and explains how we collect, safeguard and disclose information that you provide us through your usage of our Service.

Your agreement with us includes these Terms and our Privacy Policy (“Agreements”). You acknowledge that you have read and understood these Agreements and agree to be bounded by them.

By using AppSystems, you agree to follow the terms set out in this document, and other relevant policies, authorised by the company.

If you do not agree with (or cannot comply with) these Agreements, then you may not use our Service. These terms apply to all visitors, users and others who wish to access or use our Service.

Thank you, in advance, for your cooperation.

1. Communication

By creating an account on our Service, you agree to subscribe to news and updates or promotional materials and other information we may send. However, you may opt out of receiving any or all these communications by contacting us at support@appsystems.co.uk

2. Purchases

If you wish to purchase any product or service made available through our Service, you will be directed to our third-party billing and subscription service provider, Stripe. We will never ask you to confirm any financial information unless we provide legal reasoning for the information to be provided.

You represent and warrant that:

- You have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase;
- And that the information you supply to us is true, correct, and complete.

We employ the use of third-party services (Stripe) for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third-parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your services at any time for reasons including but not limited to:

- Product service availability
- Errors in the description or price of the product or service

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

3. Contents, Sweepstakes and Promotions

Any contents, sweepstakes, or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

4. Subscriptions

Some parts of our Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advanced on a reoccurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly or yearly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Stripe cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting our support team via email support@appsystems.co.uk

A valid payment method, including credit card, is required to process the payment for your Subscription or purchase. You shall provide us with accurate and complete billing information including full name, address, county, postcode, telephone number and valid payment method information. This data is held by Stripe, not Application Systems. By submitting such payment information, you automatically authorise us to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, we will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with full payment corresponding to the billing period as indicated on the invoice.



Any user of our Service does not have the right to purchase any form of subscription / feature with the intent on reselling them without prior approval from us.

5. Free Trials

We may, at our sole discretion, offer a Subscription with a free trial for a limited period ("Free Trial").

You may be required to enter your billing information to sign up for the Free Trial. If you do enter your billing information when signing up for any Free Trial, you will not be charged by our payment processor, Stripe, until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will automatically be charged the applicable Subscription fees.

At any time and without notice, we reserve the right to:

- Modify Terms of Service for the Free Trial Offer
- Cancel any Free Trial Offer

6. Fee Changes

We, in our sole discretion and at any time, may modify Subscription or product fees. Any fee change will become effective at the end of the then-current Billing Cycle.

We will provide you with reasonable notice prior to any change in fees to allow you the chance to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the fee change comes into effect constitutes your agreement to pay the modified fee amount.

7. Refunds

Except when required by law, paid fees are non-refundable. We may, out of good will, refund Subscription fees within 14 days of purchase but we reserve the right to decline the request.

8. Content and User Generated Content (UGC)

Our Service allows you to post, link, store, share and otherwise make information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through our Service, including its legality, reliability, and appropriateness.



By posting Content on or through our Service, you represent and warrant that:

- The Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these terms, and
- That the posting of your Content on or through our Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.
- You understand that any Content uploaded should be considered public and therefore should not upload personal information.

We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post, or display on or through our Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through our Service. However, by posting Content using our Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and throughout Application Systems. You agree that this license includes the right for us to make your Content available to other users of our Service, who may also use your Content subject to these Terms.

We reserve the right but not the obligation to monitor and edit all Content provided by our users. In addition, Content found on or through our Service are the property of Application Systems or used with permission. You may not distribute, modify, transmit, reuse, download, report, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

9. Prohibited Uses

You may only use our Service for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- In any way that violates any applicable national or international law or regulation.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other solicitation.
- To impersonate or attempt to impersonate us, our staff, another user, or any other person or entity.

- In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Service, or which, as determined by us, may harm, or offend us or the users of our service, or exposes them to liability.

Additionally, you agree not to:

- Use our Service in any manner that could disable, overburden, damage, or impair our Service or interfere with any other party's use of our Service, including their ability to engage in real time activities through our Service.
- Use any robot, spider, or other automatic device, process, or means to access our Service for any purpose, including monitoring or copying any of the material on our Service.
- Use any manual process to monitor or copy any of the material on our Service or for any unauthorised purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of our Service.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorised access to, interfere with, damage, or disrupt any parts of our service, the server on which our Service is stored, or any server, computer, or database connected to our Service.
- Attack our Service via a denial-of-service attack (DOS) or distributed denial-of-service attack (DDOS).
- Take any action that may damage or falsify our rating.
- Otherwise attempt to interfere with the proper working of our Service.

10. No Use by Minors

Our Service is intended only for access and use by individuals at least thirteen (13) years old. By accessing or using any part of our Service, you warrant and represent that you are at least thirteen (13) years of age and will the full authority, right, and capacity to enter into this agreement and abide by all the Terms. If you are not at least thirteen (13) years old, you are prohibited from both access and usage of our Service.

11. Accounts

When you create an account with us, you guarantee that you are above the age of thirteen (13), and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on our Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to, the restriction of access to your computer and/or account. You agree to accept responsibility for all activities or actions that occur under your account. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorisation. You may not use as a username any name that is offensive, vulgar, or obscene.

We reserve the right to refuse our Service, terminate accounts, remove, or edit Content, or cancel Subscriptions at our sole discretion.

Any account made with our Service is not to be shared between individuals. Any account which is found to have more than one primary user will be restricted and account access denied. Any individuals involved could be denied the use of our Service indefinitely and no appeals shall be offered. If you wish to use account sharing, please contact our staff team before creation of the account.

12. Intellectual Property

Us and our original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Application Systems and its licensors. Application Systems is protected by copyright.

13. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on our Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorised on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to hr@appsystems.co.uk, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement claims". You may be held accountable for damages (including costs and attorney's fees) for misrepresentation or bad faith claims on the infringement of any Content found on and/or through Application Systems on your copyright.

14. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.K.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorised to act on behalf of the owner of the copyrights interest.
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e. Web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on our Service where the material that you claim is infringing is located.
- Your address, telephone number and email address.
- A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

You can contact our copyright agent via email at reports@appsystems.co.uk

15. Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by us.

We have no control over, and assumes no responsibility for the content, privacy policies or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party websites or services. We strongly advise you to read the terms of service and privacy policies of any third-party websites or services that you visit.

16. Disclaimer Of Warranty

These services are provided by us on an "AS IS" and "AS AVAILABLE" basis. We make no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. You expressly agree that your use of our Services, its content, and any services or items obtained from us, it at your sole risk.

Neither of us, nor any person associated with us makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of our services. Without limiting the foregoing, neither us nor anyone associated with us represents or warrants that the services, its content, or any services or items obtained through the service will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the services or the server that makes it available are free of viruses or other harmful components or that the services or any services or items obtained through the services will otherwise meet your needs or expectations.

We hereby disclaim all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

17. Limitation of Liability

Except as prohibited by law, you will hold us and our officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorney's fees and all related costs and expenses of litigation and arbitration, or at trial on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state or local laws, statutes, rules or regulations, even if we have been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of us, it will be limited to the amount paid for the products and/or services, and under no circumstances will there be consequential or punitive damages. Some continues do not allow the exclusion or limitation of punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to you.

18. Termination

We may terminate or suspend your account and prevent access to our Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply visit the account page (located at <https://appsystems.co.uk/account>) and can "Delete Account" to discontinue using our Service.

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

19. Governing Law

These Terms shall be governed and construed in accordance with the laws of the United Kingdom without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these terms will not be considered a waiver of those rights. If any provisions of these Terms are held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

20. Changes to Our Service

We reserve the right to withdraw or amend our Service, and with any service or material we provide via our Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Service, or the entire Service, to users, including registered users.

21. Amendments to Terms

We may amend Terms at any time by posting the amended terms on our site. It is your responsibility to review these Terms periodically.

Your continued use of our Service following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by these revised terms. If you do not agree to the new Terms, you are no longer authorised to use our Service.

22. Waiver and Severability

No waiver by us of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any

other term or condition, and any failure of us to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provision of Terms will continue in full force and effect.

23. Acknowledgement

By using our Service or any other services provided by us, you acknowledge that you have read these terms of service and agree to be bounded by them.

Should you have any questions or concerns about these Terms, you may get in touch via email to support@appsystems.co.uk