

## TERMS OF WEBSITE USE AND SUPPLY

These terms of use (with referenced documents) are the terms on which you may use (including accessing, browsing, or registering with) our website [www.thefoundry.co.uk](http://www.thefoundry.co.uk) (our "site"), whether as a guest or a registered user.

Please print a copy for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

### OTHER APPLICABLE TERMS

These terms of use refer to our Privacy and Cookie Policy at <http://www.thefoundry.co.uk/privacy/>, dealing with our processing of any personal data we collect or you provide. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. If you license products through this site, our End User Licence Agreement ("EULA") at <https://www.thefoundry.co.uk/EULA/EULA.pdf> will apply, as well as these terms.

### INFORMATION ABOUT US

[www.the-foundry.co.uk](http://www.the-foundry.co.uk) is a site operated by The Foundry Visionmongers Limited ("we" or "us").

We are a private limited company registered in England and Wales under company number 04642027 and have our registered and main trading office at 5 Golden Square, Golden Square, London, W1F 9HT. Our VAT number is 945 7013 20.

References to our "Group" means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006.

### CHANGES TO THESE TERMS/OUR SITE

We can change these terms by amending this page. Please check this page from time to time to see the current terms which will be binding on you. We may update and change the content of our site from time to time.

However, the content on our site may be out of date and we are under no obligation to update it.

We cannot guarantee that our site or its content will be free from errors or omissions.

Your continued use of our site after changes have been made means you agree to be bound by these terms and our site as updated and/or amended.

### ACCESSING AND USE OF OUR SITE

You may only copy, reproduce, republish, download, post, broadcast, transmit or otherwise use our site content for your own, personal, non-commercial use. You also agree not to adapt, alter, or create a derivative work from any of our site content (except for your Contributions), unless it is for your personal, non-commercial use. Any other use requires our prior express consent.

You commit to use our site content only for lawful purposes and in a way that does not infringe the rights of or restrict or inhibit anyone else's use and enjoyment of the site. Prohibited behaviour includes but is not limited to harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue through our site.

We do not guarantee or warrant that our site or its content will always be available or will be uninterrupted, or error free, that defects will be corrected or that the server which makes the site available is free of viruses or bugs. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

The content on our site is provided for general information only. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

## YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential.

You must not disclose it to any third party. We have the right to disable any user identification code or password at any time, if in our reasonable opinion you do not comply with these terms.

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Subject to the terms relating to Contributions (below), we are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world.

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- you warrant that your Contribution:
  - (a) does not infringe the intellectual property or other rights of any third party;
  - (b) is lawfully owned by you and is your original content or creation and complies with all applicable laws in the United Kingdom and any other country from which it is posted;
  - (c) is not defamatory to any person, does not contain any material which is obscene, offensive, hateful or inflammatory; and
  - (d) does not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse

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We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise and whether direct, indirect or consequential, even if foreseeable, arising under or in connection with use of, or inability to use, our site, or use of or reliance on any content displayed on our site. In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; or loss of business opportunity, goodwill or reputation which may be incurred by users as a result of or in connection with use of our site or using or downloading any content on it or any website linked to it.

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We assume no responsibility or liability for the content of websites linked on our site. Unless otherwise stated, such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may result from your use of such linked websites.

Please see our EULA for limitations of liability relating to our software products.

## LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site. We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our site other than that set out above, please contact [legal@thefoundry.co.uk](mailto:legal@thefoundry.co.uk).

## SUPPLY OF PRODUCTS

These terms and our EULA, and the payment terms that we agree with you, are the terms on which we supply and license our software products (“Contract”), to the exclusion of any other terms. Before placing an order for any of our software products, you will be asked to accept these terms and the EULA. If you do not do so, we will not be able to supply our software products to you.

For certain products we offer a monthly or quarterly rental payment model and/or an instalment payment model. Under the rental model, the license lasts for a limited period, either one or three months, and the full license fee is payable in advance for the selected period. Under the instalment model, the full license fee for the product will be spread over 12 equal monthly instalments and, by placing an order, you will be authorising us to take 1/12 of the license fee from the credit card provided by you every 30 days from the date the order was placed until full payment has been made. You will not pay us more by paying by these instalments than you would if you paid the license fee in one go. License keys will be supplied for the product following receipt of

each payment to cover the next 30 days. Your license will terminate automatically if a payment cannot be taken from your credit card and you will remain liable for the balance, which will be payable immediately. Following payment in full of all previous and the twelfth instalment, permanent license keys will be issued.

You warrant to us that, if you are a natural person, you are acting in your own right, are 18 years old (or the age of legal majority in the jurisdiction where you live) and have the capacity to enter legal agreements.

You can only pay licence fees for products using a debit or credit card, or via Paypal for web purchases only. We accept the following cards: Visa, Mastercard or American Express. Unless otherwise agreed, payment must be made before the license takes effect.

If we discover a pricing error in relation to your Contract, we will contact you to inform you of it and will give you the option of continuing with the supply of the products at the correct price or cancelling your order.

Licence keys will be issued for products licensed on receipt of payment.

## GENERAL

We will not be liable for any failure or delay in performing our obligations under the Contract if it is due to any event or circumstances beyond our reasonable control ("Force Majeure event" or "FM event"). If the FM event continues for more than 30 days, either of us can cancel the Contract by notifying the other.

We may transfer our rights and obligations under a Contract to a third party, but this will not affect your rights and obligations. You may only transfer your rights or obligations under the Contract if we agree in writing in advance.

The Contract is between you and us. No other person has any rights to enforce any of its terms.

Each paragraph of these terms operates separately. If any are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these terms or the Contract or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

If any of these terms are determined to be illegal, invalid or otherwise unenforceable under the law of any country or state in which they are intended to be effective, then to that extent in the relevant jurisdiction, it or they will be deleted, with all remaining terms surviving, remaining in full force and effect and continuing to be binding and enforceable.

These terms of use, any Contract based on them and any non-contractual disputes or claims are governed by English law and we both agree to the non-exclusive jurisdiction of the courts of England and Wales (or, if you are a consumer, any other applicable UK court).

## CONSUMER RIGHTS

As a consumer, you have statutory and other legal rights in relation to products which are faulty or not as described, and such rights are not affected by anything in these terms.

## VIRUSES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed

denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## CONTACT US

To contact us, please email [legal@thefoundry.co.uk](mailto:legal@thefoundry.co.uk).

Thank you for visiting our site.