

## JOINTMANAGER WEBSITE TERMS OF USE

These terms of use (together with the documents referred to in it) ("**Terms of Use**") tells you the Terms of Use on which you may make use of <http://www.jointmanager.com> ("**JointManager Website**"). Use of the JointManager Website includes accessing, browsing, or registering to use the JointManager Website.

The JointManager Website is operated by ControlPoint Ltd of ControlPoint House, Carrwood Road, Chesterfield S41 9PZ ("**ControlPoint**", "**us**" or "**we**").

Please read these Terms of Use carefully before you start to use our site, as these will apply to your use of the JointManager Website.

**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 THE JOINTMANAGER WEBSITE**

### 1. OTHER APPLICABLE TERMS

1.1 These Terms of Use refer to the following additional terms, which also apply to your use of our site:

1.1.1 Our Privacy Policy (available on request), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

1.1.2 Our Cookie Policy (available on request), which sets out information about the cookies on our site.

1.1.3 The JointManager Website is part of the joint inspection and evaluation service (the "**ControlPoint Solution**") which also includes the ControlPoint App. You may only access the JointManager Website or use the JointManager App where you are designated as an "Authorised User" under an agreement with us ("**ControlPoint End-User Agreement**").

### 2. ACCESSING OUR SITE

2.1 We do not guarantee that the JointManager Website, or any content on it, will always be available or be uninterrupted. Access to the JointManager Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the JointManager Website without notice. We will not be liable to you if for any reason the JointManager Website is unavailable at any time or for any period.

2.2 You are responsible for making all arrangements necessary for you to have access to the JointManager Website.

2.3 You are also responsible for ensuring that all persons who access the JointManager Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

### **3. YOUR ACCOUNT AND PASSWORD**

- 3.1 You shall be provided with a user identification code and password you must keep with secure and treat such information as confidential. You must not disclose it to any third party.
- 3.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.
- 3.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [support@controlpoint.co.uk](mailto:support@controlpoint.co.uk).

### **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1 We are the owner or the licensee of all intellectual property rights in the JointManager Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 You may print off one copy, and may download extracts, of any page(s) from the JointManager Website for your personal use and you may draw the attention of others within your organisation to content posted on the JointManager Website.
- 4.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.4 Our status (and that of any identified contributors) as the authors of content on the JointManager Website must always be acknowledged.
- 4.5 You must not use any part of the content on the JointManager Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 4.6 If you print off, copy or download any part of the JointManager Website in breach of these Terms of Use, your right to use the JointManager Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **5. NO RELIANCE ON INFORMATION**

- 5.1 The content on the JointManager Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the JointManager Website.
- 5.2 Although we make reasonable efforts to update the information on the JointManager Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the JointManager Website is accurate, complete or up-to-date.
- 5.3 We shall not be responsible for any loss, destruction, deletion or any alteration of any content uploaded to the JointManager Website.

## **6. LIMITATION OF OUR LIABILITY**

- 6.1 Subject to the provisions of sections 6.2 to 6.4, we shall have no liability under to you whether in contract, tort (including negligence) or otherwise under these Terms of Use.
- 6.2 Nothing in these Terms of Use shall limit or exclude our liability for:
- 6.2.1 death or personal injury resulting from our negligence;
  - 6.2.2 fraud or fraudulent misrepresentation; and
  - 6.2.3 any other liability that cannot be excluded or limited by English law
- 6.3 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the JointManager Website or to your downloading of any content on it, or on any website linked to it.
- 6.4 We assume no responsibility for the content of websites linked on the JointManager Website. 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 arise from your use of them.

## **7. UPLOADING CONTENT TO THE JOINTMANAGER WEBSITE**

You shall only upload the content that is necessary for us to deliver the ControlPoint Solution and you must not transmit any material that is:

- 7.1 unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 7.2 facilitates illegal activity;
- 7.3 depicts sexually explicit images;
- 7.4 promotes unlawful violence;
- 7.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 7.6 in a manner that is otherwise illegal or causes damage or injury to any person or property.

## **8. RIGHTS YOU LICENCE**

When you upload content to the JointManager Website, you grant us a license to use all such content for the purposes of delivering the ControlPoint Solution.

## **9. VIRUSES**

- 9.1 We do not guarantee that the JointManager Website will be secure or free from bugs or viruses.

- 9.2 You are responsible for configuring your information technology, computer programmes and platform in order to access the JointManager Website. You should use your own virus protection software.
- 9.3 You must not misuse the JointManager Website 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 the JointManager Website, the server on which the JointManager Website is stored or any server, computer or database connected to the JointManager Website. You must not attack the JointManager Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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 the JointManager Website will cease immediately.

## **10. APPLICABLE LAW**

- 10.1 If you are a consumer, please note that these Terms of Use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 10.2 If you are a business, these Terms of Use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **11. CHANGES TO THESE TERMS**

- 11.1 We may update the JointManager Website from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
- 11.2 We do not guarantee that our site, or any content on it, will be free from errors or omissions.