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## TERMS AND CONDITIONS

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### **BACKGROUND:**

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use Keepsite (“Our Web App”). Please read these Terms and Conditions carefully and ensure that you understand them. You will be required to read and accept these Terms and Conditions when signing up for an Account. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Web App immediately.

### **1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Account”</b>	Means an account required to access and use Our Web App, as detailed in Clause 4;
<b>“Content”</b>	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Web App;
<b>“Contract”</b>	means the contract between Us and you for the purchase and sale of a Subscription to Our Web App, as explained in Clause 6;
<b>“Order”</b>	means your order for a Subscription;
<b>“Subscription Confirmation”</b>	means Our acceptance and confirmation of your Order;
<b>“Subscription”</b>	means a subscription to access Our Web App, purchased in accordance with these Terms and Conditions;
<b>“User”</b>	means a user of Our Web App;
<b>“User Content”</b>	means text (for example, comments or other form information), images, documents, or files of any type, or other user generated content created and/or uploaded by Users in or to Our Web App; and
<b>“We/Us/Our”</b>	means Keepsite Software Limited, a limited company registered in England under company number 10085050 whose registered address is 8 Lee Street London E8 4DY.

### **2. Information About Us**

Our Web App is owned and operated by Keepsite Software Limited, a limited company registered in England under company number 10085050 whose registered address is 8 Lee Street London E8 4DY Our VAT number is 238716878

### **3. Access and Changes to Our Web App**

- 3.1 Access to Our Web App requires a Subscription. Upon purchasing a Subscription, Our Web App will be available to you for the duration of that Subscription and any and all subsequent renewals.
- 3.2 We may from time to time make changes to Our Web App:
  - 3.2.1 Minor changes may be required to make underlying technical alterations, for example, to fix an error or to address a security issue. Any such changes are unlikely to materially affect your use of Our Web App and all changes will be logged in our knowledge database, which is available at [help.keepsite.com](http://help.keepsite.com); and
  - 3.2.2 Minor changes may be made to reflect changes in the law or other regulatory requirements. Any such changes are unlikely to materially affect your use of Our Web App and all changes will be logged in our knowledge database, which is available at [help.keepsite.com](http://help.keepsite.com).
- 3.3 We will always aim to ensure that Our Web App is available at all times. In certain limited cases, however, We may need to temporarily suspend availability to make certain changes outlined under sub-Clause 3.2. Unless We are responding to an emergency or an urgent issue we will endeavour to inform you in advance if we need to suspend the availability of Our Web App for longer than 24 hours. We will add the corresponding time to the duration of your current Subscription period at no cost to you.

### **4. Accounts**

- 4.1 An Account is required to use Our Web App.
- 4.2 You may not create an Account if you are under 16 years of age.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.4 We recommend that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately. We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use anyone else's Account without the express permission of the User to whom the Account belongs.
- 4.6 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the EU General Data Protection Regulation, as set out in Clause 21.
- 4.7 If you wish to close and delete your Account, you may do so at any time by navigating to your member account settings and closing your account. Or, you can close your company account by navigating to 'Organisation Settings' and selecting 'Danger Zone.' Closing your Account will result in the removal of your information from Our system. If you have an active Subscription, your Account will remain active for the duration of the remainder of the Subscription period you are currently in. Closing

your Account will cancel the auto-renewal of your Subscription, where applicable. Closing your Account will also remove any User Content that you have created or uploaded from Our system that is owned by your organisation. To avoid losing anything that you have created or uploaded using Our Web App, please ensure that you download, copy or save your User Content to your computer or device before closing your Account.

## **5. Subscriptions, Pricing and Availability**

- 5.1 We make all reasonable efforts to ensure that all general descriptions of the services available from Us (specifically, Our Web App) correspond to the actual services that will be provided to you.
- 5.2 Where appropriate, you may be required to select your required Subscription. Different types of Subscription provide access to different features in Our Web App. Please ensure that you select the appropriate Subscription when prompted.
- 5.3 All pricing information is correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes will not affect Subscriptions that have already been purchased, but may affect renewals of Subscriptions.

## **6. Subscriptions – How Contracts Are Formed**

- 6.1 You will be guided through the Subscription process when you make a purchase. Before confirming a purchase, you will be given the opportunity to review your chosen Subscription and amend any errors in your Order. Please ensure that you check carefully before confirming your purchase.
- 6.2 No part of Our Web App, website or any other material constitutes a contractual offer capable of acceptance. By purchasing a Subscription, you are making Us a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding contract between Us and you ("the Contract").
- 6.3 Subscription Confirmations contain the following information:
  - 6.3.1 Confirmation of your chosen Subscription including full details of the main characteristics and features of Our Web App available as part of that Subscription;
  - 6.3.2 Fully itemised pricing, including, where appropriate, taxes and other additional charges; and
  - 6.3.3 Details of the duration of your Subscription including the start date and the end and/or renewal date.
- 6.4 If We do not accept or cannot process your Subscription purchase for any reason, no payment will be taken under normal circumstances. If We have taken payment in such circumstances, the payment will be refunded to you as soon as possible and in any event within 7 days.
- 6.5 Subject to the cancellation provisions in Clause 8, once you have confirmed your Subscription purchase, your Subscription cannot be changed until the end or renewal date of that Subscription. Changes made to an auto-renewing Subscription will take

effect when the Subscription is renewed.

- 6.6 By purchasing a Subscription, you are expressly requesting that you wish access to Our Web App to be made available to you immediately (and will be required to acknowledge this). If you are a consumer, this will result in your right to cancel during the “cooling-off” period being lost. Please be aware that We do not offer any Subscriptions that do not begin immediately. For more details of cancellation, please refer to Clause 8.

## 7. Payment

- 7.1 Payment for Subscriptions will be due at the time of purchase. Your chosen payment method will be billed immediately upon confirmation of your Subscription.
- 7.2 We accept all major credit and debit cards.

## 8. Cancellation

- 8.1 Consumers (but not business customers) in the European Union have a legal right to a “cooling-off” period within which distance sales contracts (including those formed online) can be cancelled for any reason. This period, if applicable, begins once a contract is formed and ends at the end of 14 calendar days after that date.
- 8.2 Please note that, as explained in sub-Clause 6.7, because access to Our Web App is made available immediately upon the purchase of a Subscription, the 14-day cooling-off period does not apply.
- 8.3 You may cancel at any time in the following limited circumstances and you may be entitled to a full or partial refund for services or digital content not provided:
- 8.3.1 We have incorrectly described Our Web App or it is faulty (please refer to Clause 16 for more details); or
  - 8.3.2 We have informed you of an upcoming change to Our Web App or to these Terms and Conditions that you do not agree to; or
  - 8.3.3 We have informed you of an error in the price or description of your Subscription or Our Web App and you do not wish to continue; or
  - 8.3.4 There is a risk that the availability of Our Web App may be significantly delayed due to events outside of Our control; or
  - 8.3.5 We have breached these Terms and Conditions or have in any way failed to comply with Our legal obligations to you.
- 8.4 Subject to sub-Clause 8.5, non-renewing Subscriptions cannot be cancelled. (This is also subject to the short-term right set out in sub-Clause 8.3). Auto-renewing Subscriptions can be cancelled at any time, however (also subject to sub-Clause 8.4 and to sub-Clause 8.3), no refunds can be provided and you will continue to have access to Our Web App for the duration of the remainder of the Subscription period you are currently in. Cancelling an auto-renewing Subscription only prevents it from being auto-renewed.
- 8.5 To cancel a Subscription for any reason, please inform us using one of the following methods:
- 8.5.1 By email at [support@keepsite.com](mailto:support@keepsite.com) or

- 8.5.2 Online using Our cancellation form within the 'My' section of the Web App].
- 8.6 Any and all refunds due to you will be made no later than 14 calendar days after the date on which We acknowledge your cancellation. Refunds will be made to your original payment method unless you specifically request otherwise.
- 8.7 In certain limited circumstances including but not limited to breach of terms or illegal activity) We may cancel your Subscription and/or close your Account. If We take such action, you will be notified by email and We will provide an explanation for the cancellation and/or closure.
- 8.7.1 If your Account is closed and your Subscription cancelled because you have breached these Terms and Conditions, you will not be entitled to a refund. If you believe We have closed your Account and cancelled your Subscription in error, please contact Us at support@keepsite.com.
- 8.7.2 If your Account is closed and/or your Subscription is cancelled for any other reason, you will be refunded the remaining balance of your Subscription. The refund will be calculated based upon the price of your Subscription being divided by the total number of days in the Subscription and multiplied by the number of whole days remaining until the end of the Subscription (or, in the case of auto-renewing Subscriptions, until the renewal date). Any and all refunds due to you will be made no later than 14 calendar days after the date on which the closure and/or cancellation becomes effective. Refunds will be made to your original payment method unless you specifically request otherwise.

## 9. Our Intellectual Property Rights and Licence

- 9.1 We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable licence to use Our Web App to assist with the management and organisation of construction and development projects and related organisational administration] for personal (including research and private study) and business purposes, subject to these Terms and Conditions.
- 9.2 Subject to the licence granted to Us under sub-Clause 12.3, Users retain the ownership of copyright and other intellectual property rights in their User Content (subject to any third-party rights in that User Content and the terms of any licence under which you use such Content).
- 9.3 All other Content included in Our Web App (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 9.4 By accepting these Terms and Conditions, you hereby undertake:
- 9.4.1 Not to copy, download or otherwise attempt to acquire any part of Our Web App;
- 9.4.2 Not to disassemble, decompile or otherwise reverse engineer Our Web App;
- 9.4.3 Not to allow or facilitate any use of Our Web App that would constitute a breach of these Terms and Conditions; and

9.4.4 Not to embed or otherwise distribute Our Web App on any website, ftp server or similar.

## **10. Links to Our Web App**

- 10.1 You may link to where Our Web App is hosted provided that:
  - 10.1.1 You do so in a fair and legal manner;
  - 10.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
  - 10.1.3 You do not use any of Our logos or trademarks (or any others displayed on Our Web App) without Our express written permission; and
  - 10.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 10.2 You may not link to any page other than the homepage of Our Web App [www.keepsite.com](http://www.keepsite.com) unless using the sharing features of Our Web App. Deep-linking to other parts of Our Web App requires Our express written permission.
- 10.3 You may not link to Our Web App from any other website the content of which contains material that:
  - 10.3.1 Is sexually explicit;
  - 10.3.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;
  - 10.3.3 Promotes violence;
  - 10.3.4 Promotes or assists in any form of unlawful activity;
  - 10.3.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 10.3.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 10.3.7 Is calculated or is otherwise likely to deceive another person;
  - 10.3.8 Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;
  - 10.3.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 10.3);
  - 10.3.10 Implies any form of affiliation with Us where none exists;
  - 10.3.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents and database rights) of any other party; or
  - 10.3.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

## **11. Links to Other Content**

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept responsibility or liability for such third-party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

## **12. User Content**

- 12.1 You agree that you will be solely responsible for any and all User Content that you create or upload using Our Web App. Specifically, you agree, represent and warrant that you have the right to create or upload the User Content and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 14.
- 12.2 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 12.1. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 12.3 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. By creating or uploading User Content, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-lodge your User Content for the purposes of operating and promoting Our Web App.
- 12.4 If you wish to remove User Content, you may do so by deleting the relevant User Content within the Web App. It may not be possible for You to delete all categories of User Content and in these limited circumstances, please submit a request by email to [support@keepsite.com](mailto:support@keepsite.com) setting out clearly the User Content You wish to be deleted and We will delete the User Content and confirm to you by email that the User Content has been deleted. Removing User Content also revokes the licence granted to Us to use that User Content under sub-Clause 12.3. You acknowledge, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 12.5 We may reject, reclassify, or remove any User Content created or uploaded using Our Web App where that User Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

## **13. Intellectual Property Rights and User Content**

- 13.1 All User Content and the intellectual property rights subsisting therein, unless specifically labelled otherwise, belongs to or has been licenced by the relevant User. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 13.2 Users may not copy, distribute, publicly perform, publicly display, reproduce or create derivative works based upon, another User's User Content without first

obtaining the express consent of the User to whom the User Content in question belongs.

- 13.3 We take technical measures to limit and/or restrict the ability of Users to unlawfully copy User Content created using Our Web App. Despite such measures, We do not make any representation or warranty that your User Content will not be unlawfully copied without your permission.

#### **14. Acceptable Usage Policy**

- 14.1 You may only use Our Web App in a manner that is lawful and that complies with the provisions of this Clause 14. Specifically:
- 14.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
  - 14.1.2 You must not use Our Web App in any way, or for any purpose, that is unlawful or fraudulent;
  - 14.1.3 You must not use Our Web App to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and
  - 14.1.4 You must not use Our Web App in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 14.2 The following types of User Content are not permitted on Our Web App and you must not create, submit, communicate or otherwise do anything that:
- 14.2.1 is sexually explicit;
  - 14.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
  - 14.2.3 promotes violence;
  - 14.2.4 promotes or assists in any form of unlawful activity;
  - 14.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 14.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 14.2.7 is calculated or otherwise likely to deceive;
  - 14.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
  - 14.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 14.2);
  - 14.2.10 implies any form of affiliation with Us where none exists;
  - 14.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party; or

- 14.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 14.3 We reserve the right to suspend or terminate your Account and/or your access to Our Web App if you materially breach the provisions of this Clause 14 or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:
- 14.3.1 Suspend, whether temporarily or permanently, your Account and/or your right to access Our Web App (for more details regarding such cancellation, please refer to sub-Clause 8.9);
  - 14.3.2 Remove any of your User Content which violates this Acceptable Usage Policy;
  - 14.3.3 Issue you with a written warning;
  - 14.3.4 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 14.3.5 Take further legal action against you as appropriate;
  - 14.3.6 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
  - 14.3.7 Any other actions which We deem reasonably appropriate (and lawful).
- 14.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

## **15. Advertising**

- 15.1 We may feature advertising within Our Web App and We reserve the right to display advertising on the same page as any User Content.
- 15.2 You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.
- 15.3 We are not responsible for the content of any advertising in Our Web App. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising in Our Web App including, but not limited to, any errors, inaccuracies, or omissions.

## **16. Problems with Our Web App and Consumers' Legal Rights**

- 16.1 If you have any questions or complaints regarding Our Web App, please email Us at support@keepsite.com or by using any of the methods provided on Our contact page at <https://keepsite.com/contact>.
- 16.2 If you are a consumer, you have certain legal rights under the Consumer Rights Act 2015 that may apply to Our Web App:
  - 16.2.1 Any digital content provided by Us must be as described, fit for purpose, and of satisfactory quality. If digital content is faulty, you may be entitled to a repair or replacement. If a fault cannot be remedied, or has not been remedied within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund. If, as a result of Our

failure to exercise reasonable care and skill, any digital content of which Our Web App is comprised (that is not User Content) damages your device or other digital content belonging to you, you may be entitled to a repair or compensation.

- 16.2.2 Any services provided by Us must be provided with reasonable care and skill and in compliance with information provided by Us. If We fail to do so, you may be entitled to require Us to repeat or otherwise fix the problem or, if We cannot provide such a remedy, a full or partial refund.
- 16.2.3 For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

## **17. Disclaimers**

- 17.1 No part of Our Web App or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only.
- 17.2 Subject to your legal rights if you are a consumer (as summarised above in Clause 16), insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Web App will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 17.3 We make reasonable efforts to ensure that the content contained within Our Web App is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our Web App (and the content therein) is complete, accurate or up-to-date.
- 17.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content created or uploaded using Our Web App. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions, views, or values in any way.

## **18. Our Liability**

- 18.1 If you are a consumer, We will be liable to you for any foreseeable loss or damage that is caused by Us as a result of Our breach of these Terms and Conditions or Our failure to exercise reasonable care and skill. Loss or damage is foreseeable if it is either obvious that it will occur or was contemplated by you and Us when the Contract between us was formed.
- 18.2 If you are a business, to the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Our Web App or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is User Content) included in Our Web App.
- 18.3 To the fullest extent permissible by law, We accept no liability to consumers or businesses for loss or damage that is not foreseeable.
- 18.4 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Web App or any

Content (including User Content) included in Our Web App.

- 18.5 If you are a business, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 18.6 We exercise all reasonable skill and care to ensure that Our Web App is free from viruses and other malware. Subject to sub-Clause 16.2.1, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Web App (including the downloading of any Content (including User Content) from it) or any other website or service that We may provide a link to.
- 18.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Web App resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 18.8 Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of applicable consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## **19. Viruses, Malware and Security**

- 19.1 We exercise all reasonable skill and care to ensure that Our Web App is secure and free from viruses and other malware. We do not, however, guarantee that Our Web App is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 18.6.
- 19.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.
- 19.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Web App.
- 19.4 You must not attempt to gain unauthorised access to any part of Our Web App, the server on which Our Web App is stored, or any other server, computer, or database connected to Our Web App.
- 19.5 You must not attach Our Web App by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 19.6 By breaching the provisions of sub-Clauses 19.3 to 19.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Web App will cease immediately in the event of such a breach and, where applicable, your Account will be suspended and/or deleted.

## **20. Privacy and Cookies**

The Use of Our Web App is also governed by Our Privacy and Cookie Policies, available from

<https://keepsite.com/legal>. These policies are incorporated into these Terms and Conditions by this reference.

**21. Data Protection**

- 21.1 All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the provisions of the EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.
- 21.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy available at <https://keepsite.com/legal>.

**22. Communications from Us**

- 22.1 If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, changes to Our Web App, and changes to your Account.
- 22.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 5 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.
- 22.3 For questions or complaints about email communications from Us (including, but not limited to, marketing emails), please contact Us at or via

**23. Other Important Terms**

- 23.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 23.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 23.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 23.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and

enforceable.

- 23.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

#### **24. Changes to these Terms and Conditions**

- 24.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Web App after the changes have been implemented. You are therefore advised to check this page from time to time.
- 24.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

#### **25. Contacting Us**

To contact Us, please email Us at [support@keepsite.com](mailto:support@keepsite.com) or by using any of the methods provided on Our contact page <https://keepsite.com/contact>

#### **26. Law and Jurisdiction**

- 26.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 26.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 26.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 26.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 26.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.