

## **Mo:dus and Cati Software Terms of Use & Acceptable Use Policy**

**PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE**

### **What's in these terms?**

These terms of use set out the rules that apply to your use of our website, including the content standards that apply when you upload content to our site, make contact with other users on our site, link to our site, or interact with our site in any other way,

### **Who we are and how to contact us**

<https://www.mo-dus.co.uk/> and <https://www.caticompliance.co.uk/> are operated by Modus Systems Limited ("We"). We are registered in England and Wales under company number 11941510 and have our registered office and main trading address is at Unit 1 40 Coldharbour Lane, Harpenden, Hertfordshire, United Kingdom, AL5 4UN. Our VAT number is 320921437.

We are a limited company.

To contact us, please email [hello@mo-dus.co.uk](mailto:hello@mo-dus.co.uk).

### **By using our site you accept these terms**

By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

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

We recommend that you print a copy of these terms for future reference.

### **There are other terms that may apply to you**

Our standard terms and conditions also apply to your use of our site. These are available here <https://www.caticompliance.co.uk/direct-terms-conditions/> and <https://www.caticompliance.co.uk/reseller-terms-conditions/>.

### **You must keep your account details safe**

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, 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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [hello@mo-dus.co.uk](mailto:hello@mo-dus.co.uk).

**We may make changes to the terms of our websites and this policy**

We amend our websites and these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

**We may suspend or withdraw our website**

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

**Do not rely on information on this site**

The content on our site 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 our site.

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.

**We are not responsible for websites we link to**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

**User-generated content is not approved by us**

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

**How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors) as the author or authorised licensee of our website must always be acknowledged.

You must not use website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**We are not responsible for viruses and you must not introduce them**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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 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 our site will cease immediately.

**Further Prohibited uses**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful

programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

### **Content standards**

These content standards apply to any and all material which you contribute to our site (**Contribution**), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

Mo:dus Systems Limited will determine, in its sole discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from Mo:dus Systems Limited.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to

understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

- Contain any advertising or promote any services or web links to other sites.

#### **You are consenting to us processing the data or material you upload**

When you upload or post content to our site, you consent to us processing this content either ourselves or by our third-party subcontractors worldwide.

#### **How we may use your personal information**

We will only use your personal information as set out in our privacy policy, which you can find here: <https://www.caticompliance.co.uk/system-privacy-policy/>.

#### **Breach of this policy**

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

#### **How this contract can be transferred**

We can transfer our rights and obligations under these terms to any third party, provided this does not adversely affect your rights under these terms.

#### **Our responsibility for loss or damage suffered by you**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, 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;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

**Which country's laws apply to any disputes?**

The terms of this policy, 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.