

ACCEPTABLE USE POLICY

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

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This Acceptable Use Policy sets out the terms between you and us under which you may access our “Software-as-a-Service” product available at <https://portal.machinesentry.com> (“our site”) providing that you have been authorised by a licensee (“Licensee”). This Acceptable Use Policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy.

The service is provided by AVT Reliability Limited (“we” or “us”) and is accessible at <https://portal.machinesentry.com>. We are registered in England and Wales under company number 01829338 and we have our registered office at AES Engineering Limited, Global Technology Centre Bradmarsh Business Park, Mill Close, Rotherham, South Yorkshire, S60 1BZ, United Kingdom. Our main office address is AVT Reliability, Unit 2 Easter Court, Europa Boulevard, Warrington, Cheshire, WA5 7ZB.

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 send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards (defined below).
- 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 reproduce, duplicate, copy or re-sell any part of our site.
- 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.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
- Bulletin boards.
- Forums.
- Support request pages.
- Analysis request pages.

(“**interactive services**”).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

CONTENT STANDARDS

These content standards (“**Content Standards**”) apply to any and all material which you contribute or upload to our site or enable us to access or the service we provide (“**contributions**”), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person, company or other entity.

- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age or any illegal activity.
- Infringe any copyright, database right or trade mark of any other entity.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

You and your authorising Licensee (on a joint and several basis) agree to indemnify us against all losses we suffer as a result of your contributions.

You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided.

You confirm that we may deal with any contributions you upload as set out in this policy.

When you upload content to our site (or enable access for us to content), you grant to us non exclusive, royalty free and fully sub licensable and transferable rights to use, host, display to users of our services and modify such content throughout the world. You and your authorising Licensee (on a joint and several basis) represent and warrant that you can grant those rights to us. We may also include or feature these in any general or targeted marketing, include them within user guides and other "help" style videos and literature, and pass this to banks, credit reference agencies, and credit insurance companies, brokers and intermediaries. We will use and handle data in accordance with our Data Processing Policy available at <https://portal.machinesentry.com/DPP.pdf> .

If you believe that any content on our site contains defamatory statement, or that your intellectual property rights are being infringed by an item or information on our site, please notify us.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms of use upon which you are permitted to use our site and our service, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your authorising Licensee's or any of its service users' right to use our site.

- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you or your authorising Licensee.
- Legal proceedings against you or your authorising Licensee 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 or your authorising Licensee.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

BREACH OF TERMS AND CONDITIONS

We have the right to disable your account and that of your authorising Licensee and/or remove any contributions any of your authorising Licensee's service users have uploaded to our site should you:

- fail to comply with any of the provisions of these terms of use or the content standards set out above;
- print off, copy or download any part of our site in breach of this Acceptable Use Policy or any applicable terms;
- misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- 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; or
- attack our site via a denial-of-service attack or a distributed denial-of service attack.

We may 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 may cease immediately.

WARRANTIES

In relation to the content that you post or facilitate being posted on our site you warrant the following:

- that you own or otherwise control all of the rights to the content that you post;
- the information relating to both you and your products in relation to the sale of your products is accurate to the best of your knowledge; and
- you have complied with the standards as detailed in these terms and conditions.

Should you breach any of the above warranties or should a claim be brought against us in connection with content that you have uploaded to our site you and your authorising Licensee (on a joint and several basis) will be liable to us and indemnify us against any losses we suffer in connection with them.

ACCESSING OUR SITE

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may occasionally need to interrupt access from time to time to support developments or improvements to our site. When it is available you may access it pursuant to these terms. We may suspend, withdraw, discontinue, change or restrict your ability to use 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.

You are responsible for making all arrangements necessary for you to have access to our site, such as broadband or mobile internet access and a suitable web browser.

You and the Licensor are also responsible for ensuring that all persons to whom you or the Licensor provide access to our site are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

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

CHANGES TO OUR SITE AND THESE TERMS

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our site.

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. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

USE OF DATA

We gather and use personal data in numerous ways. Your continued use of this site evidences your consent to this. Please see our Data Processing Policy, available at <https://portal.machinesentry.com/DPP.pdf>, for detail.

APPLICABLE LAW

These terms of use, its subject matter and its formation (and any non contractual disputes or claims) are governed by English law. All parties agree to the exclusive jurisdiction of the courts of England and Wales.

CONTACT US

To contact us, please email admin@avtreliability.com.