

# Terms of Use

## 1. TERMS OF WEBSITE USE

**1.1** This page (together with the documents referred to on it) explains the terms on which you may make use of the website located at <https://www.hecoanalytics.com/> (the **site**), whether as a guest or a registered user. Please read these terms of use (**Terms**) carefully before you start to use the site and the services launched from the site. By using the site, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using the site.

## 2. INFORMATION ABOUT US

**2.1** The site is operated by HecoAnalytics Limited and referred to in these Terms as “we”, “us” or “our”. HecoAnalytics Limited is a company registered in England and Wales under Company No. 09795243 having its registered office at Brunel Science Park, Kingston Lane, Uxbridge, Middlesex, England, UB8 3PQ.

## 3. ACCESSING OUR SITE

**3.1** Access to the site and services is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the site without notice (see below). We will not be liable if for any reason the site is unavailable at any time or for any period.

**3.2** From time to time, we may restrict access to some parts of the site, services that are launched, or the entire site, to users who have registered with us.

**3.3** You are responsible for making all arrangements necessary for you to have access to the site. You are also responsible for ensuring that all persons who access the site through your internet connection are aware of these terms, and that they comply with them.

**3.4** We aim to update the site regularly and may change the content at any time. If we consider it necessary, we may suspend access to the site or close it indefinitely. Where possible, we will try to provide registered users with prior notice of any planned maintenance or closure of the site.

## 4. PROHIBITED USES

**4.1** You may only use the site only for lawful purposes. You may not use the site:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm any other person in any way;

(d) to send, knowingly receive, upload, download, use or re-use any material that is inaccurate, misleading, obscene, derogatory, or intended to harm any person;

(e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation; or

(f) 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.

**4.2** You also agree not to access without authority, interfere with, damage or disrupt:

(a) any part of the site;

(b) any equipment or network on which the site is stored;

(c) any software used in the provision of the site; or

(d) any equipment or network or software owned or used by any third party.

## **5. INTELLECTUAL PROPERTY RIGHTS**

**5.1** We are the owner or the licensee of all intellectual property rights in the site, and in the material published on it, excluding any user generated content or third-party content. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

**5.2** You may print off one copy, and may download extracts, of any page(s) from the site for your personal reference and you may draw the attention of others within your organisation to material posted on the site.

**5.3** 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.

**5.4** Our status (and that of any identified contributors) as the authors of material on the site must always be acknowledged.

**5.5** You must not use any part of the materials on the site 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 the site in breach of these Terms, your right to use the site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**5.6** You must not replicate:

(a) Copyrighted material on the site;

(b) HecoAnalytics software services provided by the site and

(c) Data presented on the site or within HecoAnalytics software services (unless authorised to do do).

**5.7** Unless otherwise expressly set out to the contrary, nothing in these Terms shall transfer from us to you, any intellectual property rights owned by and/or licensed to us.

**5.8** Nothing in these Terms grants you any legal rights in the site or contribution, other than as necessary for you to access it.

## **6. RELIANCE ON INFORMATION POSTED**

**6.1** Our site, and content published on it, is for information purposes only. Nothing published on the site intended to amount to advice on which you should rely. While we aim to ensure that any content is correct at the time it is published, we can't guarantee that it will continue to be correct at the time you access it. We don't accept any liability or responsibility of any nature, arising from any reliance placed by you or anyone else on the content published on our website. To the maximum extent permitted by law, we exclude our liability for direct, indirect or consequential loss.

## **7. BREACH OF THESE TERMS OF USE**

**7.1** If we consider that a breach of these Terms has occurred, we may take such action as we deem appropriate.

**7.2** Failure to comply with these Terms constitutes a material breach of these Terms and may result in our taking all or any of the following actions:

- (a) immediate, temporary or permanent withdrawal of your right to use the site;
- (b) immediate, temporary or permanent removal of any contribution uploaded by you to the site;
- (c) issue of a warning to you;
- (d) 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;
- (e) further legal action against you; and/or
- (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

**7.3** We exclude our liability for all action we may take in response to breaches of these Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

## **8. OUR LIABILITY**

**8.1** The material displayed free of charge on the site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we expressly exclude:

(a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

(b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the site or in connection with the use, inability to use, or results of the use of the site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

(i) any loss of profits, sales, business, or revenue;

(ii) loss or corruption of data, information or software;

(iii) loss of business opportunity;

(iv) loss of anticipated savings;

(v) loss of goodwill; or

(vi) any indirect or consequential loss

(vii) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

**8.2** We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the site or to your downloading of any material posted on it, or on any website linked to it.

**8.3** Nothing in these terms shall limit our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which

## **9. LINKING TO OUR SITE**

**9.1** 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.

**9.2** You must not establish a link from any website that is not owned by you.

**9.3** The site must not be framed on any other website, nor may you create a link to any part of the site other than the home page. We reserve the right to withdraw linking permission without notice.

**9.4** If you wish to make any use of material on the site other than that set out above, please address your request to [info@hecoanalytics.com](mailto:info@hecoanalytics.com). HecoAnalytics will endeavour to respond to your request as soon as reasonably possible. Please ensure that your request contains, at a minimum, the following information:

- (a) The material in question (including a link to such material);
- (b) The purpose for which you wish to use the material that differs from that set out above; and
- (c) Your intention (if at all) to share such material, and if so, where and with whom the material will be shared.

## **10. LINKS FROM OUR SITE**

**10.1** Where the site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **11. JURISDICTION AND APPLICABLE LAW**

**11.1** The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the site including any non-contractual obligations. These Terms including any non-contractual obligations are governed by English law.

## **12. VARIATIONS**

**12.1** We may revise these Terms at any time by amending this page. Our updated Terms will be displayed on the site and by continuing to use and access the site following such changes, you agree to be bound by these changes. If you have are registered with us, we will also email you at the address provided on registration to let you know about any changes to our Terms. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the site.

## **13. CONTACT DETAILS**

**13.1** If you have any questions or concerns about material that appears on our site, or any questions about these Terms, please contact [info@hecoanalytics.com](mailto:info@hecoanalytics.com).

Welcome to our site.