*TERMS OF SERVICE*

General Terms of Service **Last Updated September 2021**

These Terms of Service refer to the website platform software provided by OneVoice Digital.

They do not represent the Privacy Policy or Terms and Conditions, which are provided by our customers – normally your Students’ Union or Place of Study.

The UnionCloud platform software is owned and managed by OneVoice Digital Limited and is referred to below as the “Site”. In these Terms of Service 'we' and 'us' mean OneVoice Digital Limited (registered in England under number 10842253) whose registered office is at Ian King House, Snape Road, Macclesfield, Cheshire, SK10 2NZ.

This Site is maintained by our customers, usually your Students’ Union or Place of Study for your personal use and viewing. Access and use by you of this Site constitutes acceptance by you of these Terms of Service. This version of the Terms of Service takes effect from 1st September 2021.

These Terms of Service shall be governed by and construed in accordance with the laws of England. Any dispute arising under these Terms of Service shall be subject to the non-exclusive jurisdiction of the English courts.

Updates and modifications will be made to these Terms of Service from time to time. Please ensure you check these Terms of Service each time you access or use this Site.

In these Terms of Service:

* “Site” includes the website, which uses the UnionCloud platform and your associated online identification on the Union Cloud website;
* “TOTUM platform” includes the physical TOTUM card, the associated on-line identification on the TOTUM website and the TOTUM software “app” for personal mobile devices.

***1 // PASSWORDS***

Where your use of any part of this Site is governed by a password, a unique answer or a similar token we are entitled to assume that any instruction or request given via the Site and using your password, answer or token comes from you. Accordingly, you must ensure that your password, answer or token is not lost, stolen or compromised. You are responsible for the loss, theft or abuse of your password, answer or token and for any consequence thereof until such time as we have acknowledged your communication that your password, answer or token has been lost, stolen or compromised.

When you register for a specific transactional service provided by us via the Site for UnionCloud platform registration, you will be asked to complete the appropriate registration process. Further details of that are included in the Privacy Policy for the Site, provided by our customer, usually your Students’ Union or place of study, who should be contacted directly through their channels with any queries regarding this Site or any part of the Site registration process. OneVoice Digital are not responsible for the content of the Site Privacy Policy and Terms and Conditions, and you should e-mail the Site customer, usually your Students’ Union or Place of Study using the contact details given on the Site.

When you register for a specific transactional service provided by us via the Site for TOTUM platform registration, you will be given the opportunity to complete the appropriate registration process for TOTUM, which enables you to access Site information via the TOTUM app on your phone. Further details of this are included in the TOTUM Privacy Policy here <https://www.totum.com/privacy-policy>. We may also ask you to confirm your identity using information that ought usually to be known only to you and us (for example, records of your previous interactions with us or with the TOTUM platform which we operate). If you subsequently believe that your activation code or other token has been lost, stolen or compromised, you must contact us promptly by telephoning 0300 303 8602 or by emailing [help@totum.com](mailto:help@totum.com)

***2 // CONFIDENTIALITY AND SECURITY***

There is no guarantee that the contents of any e-mail you send to us will remain confidential during internet transmission. The internet is not a 100% secure medium of communication and, accordingly, we cannot guarantee the security or confidentiality of any information transmitted via the internet. We are not responsible for any damages you, or others, may suffer as a result of the loss of confidentiality of such information in those circumstances.

***3 // VIRUS PROTECTION***

We make reasonable efforts to check and test material on our Site and in e-mail communications sent by us. However, you should always run your own anti-virus program on all material downloaded from the Internet and e-mail communications that you receive. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this Site or from an e-mail communication you receive from us.

***4 // INTELLECTUAL PROPERTY***

The Site and its contents are protected by intellectual property rights including copyright and the law relating to trademarks. Such copyright and trademarks are either owned by us or by third parties who license their use to us. You may not:

* + 1. print or copy materials on this Site, other than in the course of browsing;
    2. frame this Site;
    3. use any part of the Site for commercial purposes;
    4. scrape any information or the contents of the Site.

The names “OneVoice Digital”, “OneVoice”, and “TOTUM” are the trademarks of OneVoice Digital Limited and may be protected as registered trademarks in certain jurisdictions. No right to use them is granted by these Terms of Service or in this Site.

Requests for permission to use our text, images or logos should be directed in the first instance to:

Email: hello@onevoicedigital.com

You should tell us how and why you wish to use our text, image or logo and the URL location within our Site of the item you wish to use. Please include your contact details name, address, telephone number and e-mail.

***5 // ACTING AS AN AGENT***

This section 5 applies only where you represent a third party.

Where you act as an agent for a third party, for example because you are helping someone who is partially sighted to use the Site, it is your sole responsibility to have and retain a valid authorisation to act as such an agent at all times.

Before you send us a communication on behalf of a third party, you must make a copy of that communication and ask that third party to confirm that the content of the communication is correct. We advise you to retain both the communication and the confirmation.

You are responsible for ensuring that the third party is aware of and, where necessary, agrees with the terms of these Terms of Service.

***6 // INFORMATION***

You accept full responsibility for the validity, accuracy and transmission of information you submit. Without limitation, we do not accept any responsibility for the loss, delay or corruption of any information that you send to us.

We reserve the right to alter the content, presentation, performance, user facilities and availability of all or any part of the Site at our sole discretion, at any time, and without giving any notice.

This Site and any information or other material contained in it are made available to you strictly on an 'as is' and 'as available' basis. As such, we make no warranties, representations or undertakings in relation to:

a. any of the content of the Site (including, without limitation, as to the quality, accuracy, completeness or fitness for any particular purpose of such content); or

b. any content of any other third party website referred to or accessed by hypertext link through the Site.

You must use your own judgment in making any decision based on information supplied on this Site. The Site is not designed to provide the sole source of advice on a particular subject and should not be interpreted by you as providing the sole source of advice on a particular subject. It is your responsibility to evaluate the accuracy, completeness, reliability and usefulness of any opinions, services or other information provided on the Site.

***7 // DISCLAIMER***

In no event shall we be liable (whether to you or to any third party whom you are representing or acting as agent for) for any cost or damages, including any direct, indirect, special, incidental, or consequential damages, arising out of or in connection with (i) your inability to access or use this Site (ii) the whole or partial non-availability of this Site. We do not limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or other liability that cannot be excluded or limited by law.

***8 // FEEDBACK AND COMPLAINTS***

To send feedback regarding this Site by e-mail, please address messages to the Site customer, usually your Students’ Union or Place of Study – details of which should be included in the Site privacy Policy or Terms and Conditions.

***9 // CHANGES TO THESE Terms of service***

If we make changes to these Terms of Service, we shall post the changes on this page and we may place notices on other pages of the Site so that you and any other third party whom you are representing or acting as agent for are aware of those changes. By continuing to use the Site, you will be deemed to signify that you agree to any such changes on behalf of yourself and on behalf of those others.