

## User Policy v1.0

Welcome to the FU3E platform (the Site) the web application package which enables clients and their users to manage their projects effectively in real time.

By accessing or using the Site You accept the terms of the Policy and agree to follow and be bound by this Policy. If at any time You do not wish to accept this Policy You may not access, link to or use this Site for any purpose.

FU3E may revise this Policy from time to time without notice to You and the revised Policy will take effect when posted. Every time You wish to use the Site, we suggest You check this Policy to ensure You understand the terms that apply at that time.

### 1. IMPORTANT ABOUT US

<https://app.fu3e.com/> is a Site operated by FU3E Limited (FU3E or We). We are registered in England under number 08892330. Our headquarters are at Unit 3 Maidenbower Business Park, Three Bridges, West Sussex RH10 7NN. FU3E owns or controls all copyright and other intellectual property rights in the Site and in specifications and documentation relating to the Site.

### 2. DEFINITIONS

2.1 In this Policy the following definitions apply:

**Client:** the entity which has contracted with FU3E to use the Service.

**Confidential Information:** information contained or embodied in the User Data which is marked as confidential or which is manifestly of a confidential nature.

**Service:** the service provided by the Site which enables web based project process management, project reporting and file collaboration.

**User/You:** an individual user of the Site who has been authorised by the Client.

**User Data:** the information and data inputted by the User onto the Site from time to time.

### 3. SERVICES

3.1 FU3E permits the User:

- (a) To access the Site and input the User Data for the purpose of using the Service; and
- (b) To print, copy and download the User Data; in accordance with this Policy.

### 4. PROHIBITED USES AND CONTENT STANDARDS

4.1 Users may use the Site only for lawful purposes. Users 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) To bully, insult, intimidate or humiliate any person.
- (d) To send, knowingly receive, upload, download, use or re-use any material which does not comply with any content standards set out in this Policy.
- (e) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other similar form of solicitation (spam).
- (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 All Users also agree:

- (a) Not to reproduce, duplicate, copy or re-sell any part of the Site.
- (b) Not to access without authority, interfere with, damage or disrupt:
  - (i) any part of the Site;
  - (ii) any equipment or network on which the Site is stored;

- (iii) any Software used in the provision of the Site; or
- (iv) any equipment or network or software owned or used by any third party.

(c) Not to attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

4.3 By breaching any of these provisions you may 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 the Site will cease immediately.

4.4 The following content standards apply to any and all material which Users contribute to the 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. We will determine, in our discretion, whether a Contribution breaches the content standards.

4.5 A Contribution must:

- (a) Be accurate (where it states facts).
- (b) Be genuinely held (where it states opinions).
- (c) Comply with the law applicable to England and Wales and in any country from which it is posted.

4.6 A Contribution must not:

- (a) Be defamatory of any person.
- (b) Be obscene, offensive, hateful or inflammatory.
- (c) Bully, insult, intimidate or humiliate.
- (d) Promote sexually explicit material.
- (e) Include child sexual abuse material.
- (f) Promote violence.
- (g) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- (h) Infringe any copyright, database right, trademark or other intellectual property rights of any other person.
- (i) Be likely to deceive any person.
- (j) Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (k) Promote any illegal activity.
- (l) Be in contempt of court.
- (m) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- (n) Be likely to harass, upset, embarrass, alarm or annoy any other person.
- (o) Impersonate any person, or misrepresent your identity or affiliation with any person.
- (p) Give the impression that the Contribution emanates from us, if this is not the case.
- (q) 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.
- (r) 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.
- (s) Contain any advertising or promote any services or web links to other sites.

4.7 When We consider that a breach of this clause has occurred, We may take such action as We deem appropriate.

4.8 Failure to comply with this clause constitutes a material breach of this Policy, and may result in our taking all or any of the following actions:

- (a) Immediate, temporary or permanent withdrawal of the User's right to use the Site.
- (b) Immediate, temporary or permanent removal of any Contribution uploaded by the User to the Site.
- (c) Issue of a warning to the User or the Client.
- (d) Legal proceedings against the User or the Client 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.
- (f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

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

## 5. ACCESSING THE SITE

5.1 FU3E shall provide the User with a set of operating instructions containing sufficient information to enable the User to create a username and password and make full and proper use of the Site.

5.2 Access to and use of the Site is restricted to authorised Users only. You agree not to share Your password, account information or access to the Site with any other person. You are responsible for maintaining the confidentiality of Your password and account information and You are responsible for all activities that occur under Your password or account as a result of Your access to the Site. You agree to notify FU3E immediately of any unauthorised use of Your password or account. If You believe Your password has been compromised please contact [support@fu3e.com](mailto:support@fu3e.com). If Your personally identified information changes you may correct or update it. If You no longer wish to use the Site You should email [support@fu3e.com](mailto:support@fu3e.com).

5.3 We have the right to disable any User account at any time if, in our reasonable opinion, You have failed to comply with any of the provisions of this Policy.

5.4 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. We support the following web-browsers: Safari, Google Chrome and Firefox. Users of any unsupported browsers may experience issues.

## 6. AVAILABILITY

6.1 We do not guarantee that our Site, or any content on it, will always be available or will be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to You if for any reason beyond our reasonable control, our Site is unavailable at any time or for any period.

6.2 Any faults in the Site should be notified to [support@fu3e.com](mailto:support@fu3e.com). If a fault is notified between 08.00-18.00 on a working day We will commence investigations as soon as possible. Any faults notified outside of these hours will be investigated immediately on the next working day.

6.3 Updates to the Site will be communicated from time to time. Users will be notified in advance if an Update affects their access to the Site.

## 7. USER DATA

7.1 You will only upload on or through the Site information that You have the right and authority to share with FU3E for the purposes of using the Service.

7.2 User Data will be backed up every 30 minutes. Automated backups performed by our server provider are retained for a 35 day period before being deleted. Any manually performed backups are held indefinitely.

7.3 User Data remains the property of the User. FU3E shall treat as confidential any Confidential Information contained or embodied in the User Data.

7.4 Uploading content to our Site:

- (a) Whenever you make use of a feature that allows you to upload content to the Site, or to make contact with other users of the Site, you must comply with the content standards set out above.

(b) You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

(c) Any content you upload to the Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Site a limited licence to use, store and copy that content and to distribute and make it available to third parties to the extent required to use and provide the Service.

(d) We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Site constitutes a violation of their intellectual property rights, or of their right to privacy.

(e) You are solely responsible for securing and backing up your content.

## **8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

8.1 The Site and all intellectual property rights in it, including copyright, trade marks, domain names, design rights and database rights are owned by FU3E and its licensors. The use of any trade marks on the Site is prohibited unless You have FU3E's prior written permission.

8.2 Nothing in this Policy grants you any legal rights in the Site other than as necessary for You to access and use the Site.

## **9. MISCELLANEOUS**

9.1 If You are unhappy with any aspect of the Site please contact us as soon as possible. FU3E will try to resolve any disputes with You quickly and efficiently.

9.2 This Policy is governed by English law and the courts of England and Wales shall have exclusive jurisdiction.