

WEBSITE TERMS OF USE (“Terms”)

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE

These terms tell you (“**You**”, “**Customer**”) the rules for using our website www.quick-ai.com (“**Site**”).

Who are we?

www.quick-ai.com is a site operated by **ECHO BMS LTD** (“**We**”, “**Supplier**”). We are registered in England and Wales under company number 15272869 and have our registered office at 2nd Floor Stratus House Emperor Way, Exeter Business Park, Exeter, Devon, United Kingdom, EX1 3QS.

To contact us, please email support@quick-ai.com or call us on 0203 897 9680.

Acceptance of these Terms

By using our Site, you confirm that you accept these Terms of use and agree to comply with them. If you do not agree to these Terms, you must not use our Site.

These Terms of use refer to the following additional terms, which also apply to your use of our Site, as applicable:

- Our Acceptable Use Policy
- Our Privacy Policy
- Our Cookie Policy
- Cloud Services Terms

Changes

We amend our Terms and policies from time to time. Every time you wish to use our Site, please check these provisions to ensure you understand the terms that apply at that time.

We may update and change our Site from time to time to reflect changes to our products, our users’ needs and our business priorities.

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 and other applicable terms and conditions, and that they comply with them.

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.

Account Details

If you choose, or you are provided with, a login, 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 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. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

Use of the material on the Site

We are the owner or the licensee of all intellectual property rights in our Site and in the material published on it. Those works are protected by certain copyright laws. All such rights are reserved. You may print off one copy, and may download extracts of any page(s) from our Site for your personal use, and you may draw the attention of others within your organisation to content posted on our Site.

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. Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our 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 our Site in breach of these Terms, 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.

Reliance

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.

Third Party Links

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.

Liability

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. All other liability shall be excluded to the fullest extent possible. Any other liability shall be capped at £100.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in the contract between us.
- 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.

Use of Personal Information

We will only use your personal information as set out in our Privacy Policy.

Aggregation of User Data.

We may aggregate the information you provide with similar information collected from other visitors to the Site or users of the Service in order to evaluate or enhance the Site or its Services. Specifically, we may aggregate data to determine the usage patterns or interests of visitors to the Site or users of the Service, or for purposes related to the technical support or security of the Site and our computer systems. For example, we collect traffic data that is regularly generated with Users' online activities such as IP addresses, the name of the website from which you entered our Site, session durations, viewed pages, type of mobile device and computer operating system. We use all of this information to analyse trends among our Users to help improve our Site. The aggregated data that we evaluate, contains no personal information or other information that could identify an individual.

Viruses

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.

Linking to our Site

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. You must not establish a link to our Site in any website that is not owned by you. Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy. If you wish to link to or make any use of content on our Site other than that set out above, please contact us.

Prohibited uses

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 these Terms.
- 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.
- To upload terrorist content.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of the Terms.
- 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.

Breach of this policy

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

Failure to comply constitutes a material breach of the Terms and may result in our taking any action we deem appropriate.

Jurisdiction

These Terms, their subject matter and their 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.