

ViewPoint Internet Limited ~ Terms & Conditions

1. PRODUCT

VPI operate and sell internet based computer software. Our product is known as ViewPoint. It is an internet based application for sales and marketing professionals. ViewPoint offer specific solutions for the promotion and distribution of data for real estate and staff recruitment organisations. In addition to direct sales, there is a 'Reseller Partner Program'.

2. PRICING

Pricing is in pounds sterling and excludes VAT, which will be applied at 17.5% where applicable. Pricing for the range of services and software is found on the ViewPoint websites. ViewPoint reserves the right to vary pricing and discounts on giving you no less than 28 days notice in writing.

3. INVOICING

VAT invoicing is generated from the PayPal payment system and will be available by email.

4. PAYMENT

Payment is made using our PayPal, our authorised online payment provider. Invoice and bank transfer will be accepted by prior arrangement. Payment is due in advance, at the beginning of each billing period.

5. WEB LINKS

Use of the free Portal Manager service is subject to the Estate Agent and Portal Operator displaying the Portal Manager logo with an link to www.portalmanager.co.uk on their respective website.

6. CONTRACTS AND GOVERNING LAW

As a customer of a UK business you are protected by UK law. In particular we seek to meet our obligations under:

- The Trade Descriptions Act 1968
- The Sale of Goods Act 1979
- The Unfair Contract Terms Act 1977
- The Supply of Goods and Services Act 1982
- The Consumer Credit Act 1974
- The Consumer Protection Act 1987
- The Data Protection Act 1998

Under this agreement you agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or matter arising out of or in connection with the service.

7. OUTBOUND MESSAGE CONTENT

ViewPoint processes around messages on an automated basis. Messages are delivered automatically by email and SMS text messaging. ViewPoint is not responsible for the contents of a message or of its accuracy. ViewPoint transmits messages in good faith and cannot be held responsible for the views or opinions of any message content, save for administrative messages generated by ViewPoint. Examples of such administrative messages are password confirmation emails, service change emails and SMS text messages, and monthly billing emails.

8. CLIENT DATABASE CONTENT

ViewPoint provides clients with a facility to save content data and information in a central database. ViewPoint is not responsible for the contents of clients data or of its accuracy. ViewPoint transmits messages and presents content data in good faith and cannot be held responsible for the views or opinions of any message content, website content or letters and correspondence generated by ViewPoint using clients data, save for administrative messages generated by ViewPoint. Examples of such administrative messages are password confirmation emails, service change emails and SMS messages, and monthly billing emails.

You agree to indemnify us against any costs or losses we may incur as a result of any claims or legal proceedings that are brought or threatened against us by any third party as a result of data you have added to your ViewPoint database.

9. DATA BACKUP AND RECOVERY

ViewPoint automatically backup data incrementally on a daily basis. Should it be necessary to recover the database, ViewPoint cannot guarantee the integrity of data added since the last backup procedure. A full system data recovery may result in the loss of some information since the backup files were created. We cannot guarantee the recovery of individual client data deleted by accident or other means. A charge therefore will be made to attempt the recovery of individual records deleted by the client. We do guarantee integrity or availability of data beyond our best endeavours.

10. APPROPRIATE USAGE OF SERVICE

When you register, you must submit correct information regarding your identity, organisation and address details. It is not permitted to use any of the ViewPoint services for illegal or unreasonable activities. Customers who send threatening or demeaning messages, or present misleading, insulting or illegal information will have their account at ViewPoint closed. ViewPoint provide facilities to upload photographic images for the purpose of promoting real estate, job candidates and other agreed retail products such as yachts and marine craft. No other type of images may be uploaded without written agreement from ViewPoint. ViewPoint does not permit SMS or Email "spam" and will close the account of any person or organisation who engages in unsolicited bulk messaging. Deliberate misuse of the ViewPoint service, including obtaining text message credits by deceit, will cause the customer account to be closed immediately. In the event of closure of the account any outstanding monies will fall due immediately.

If you have not followed the above guidelines, you agree to indemnify us against any costs or losses we may incur as a result of any claims or legal proceedings that are brought or threatened against us by any third party.

11. SECURITY

During registration of your account we will issue you with an administrator password which will enable you to set up other user accounts. These are essential for your organisation's secure use of the service. You will be responsible for keeping this information confidential and agree to take all necessary steps to ensure that it is kept secure and not disclosed to any unauthorised person.

If you believe that your username or password has been discovered or is being misused by someone else, then you must tell us immediately and take all steps necessary (or requested by us) to prevent such use. If we think there is likely to be a misuse of the Services because of a breach of security we may either suspend your use of the Services or change your password and then notify you that we have done this.

12. LIMITATION OF LIABILITY

We do not limit our liability if you die or are injured as a result of our negligence or you suffer loss as a consequence of any fraud by us.

We shall not be liable to you in contract, tort (including negligence) or otherwise for any damage or loss arising from the consequences of viruses received by you via the Services or of our failure to provide the Services in accordance with these Terms and Conditions; or any economic losses (including loss of business, contracts, profits, revenues, capital or anticipated savings), any indirect, special or consequential loss, loss of data, goodwill or reputation or for any wasted expense including but not limited to the cost of using any other service or losses caused by viruses.

Except for our liability for death or injury as a result of our negligence any liability we may have to you whether in contract, tort (including negligence) or otherwise for any loss or damage suffered by you in relation to the provision of the Services is limited to £100 in any 12 month period.

13. INTELLECTUAL PROPERTY RIGHTS

You agree to enter into any software license agreement reasonably required by ViewPoint in respect of any software made available to you under this agreement. Details of the software license agreement are available on request.

You acknowledge and agree that all intellectual property rights in the services and any associated software are vested and shall remain vested in ViewPoint, or its suppliers, as appropriate.

14. INTELLECTUAL PROPERTY RIGHTS INDEMNITIES

ViewPoint will indemnify you against all claims and proceedings arising from the infringement of any intellectual property rights by reason of ViewPoint's provision of the services and associated software to you. As a condition of this indemnity you must:

- Notify ViewPoint promptly in writing of any allegation of infringement;
- Make no admission relating to the infringement;
- Allow ViewPoint or its agents to conduct all negotiations and proceedings and give all reasonable assistance in doing so (ViewPoint will pay your reasonable expenses for such assistance); and
- Allow ViewPoint or its agents to modify the services or associated software, or any item provided as part of the services or associated software, so as to avoid the infringement provided that the modification does not materially affect the performance of the services.

This indemnity does not apply to infringements caused by the use of the services in conjunction with other software not approved by ViewPoint, or to infringements caused by designs or specifications made by you, or on your behalf. You will indemnify ViewPoint and its agents against all claims, proceedings and expenses arising from such infringements or alleged infringements.

15. FORCE MAJEURE

We are not liable for any failure to perform our obligations if we are prevented from doing so by an event beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines, or other equipment; fire; flood or storm).

16. DATA PROTECTION AND PRIVACY

ViewPoint undertakes to comply with all applicable UK Data Protection legislation. ViewPoint also expects our client's to comply with UK Data Protection legislation and remove data from the database as required. We operate a privacy policy and reserve the right to publish the names and logos of our customers in our marketing material. We determine and distribute data to third party companies for the purpose of promoting and advertising our clients data. We reserve the right to determine the destination of the data.

17. COMPLAINTS/CUSTOMER SERVICE

We care about our customers and endeavour to provide a complaints process that is fair, confidential and effective. ViewPoint strives to provide a quality service to its clients at all times. If, however, we fail to meet our obligations or we disappoint you in some way, we encourage you to share with us our failings as soon as you are able to. We will then make all reasonable efforts to address your concerns within one working day.

18. TERMINATION

You may cease use of the ViewPoint service at any time without notice. ViewPoint reserves the right to suspend your use of the service without notice in the event of in-appropriate use of the service. In the event of non-payment of overdue invoices ViewPoint reserves the right to suspend the service on serving 7 days notice via email. In the event of termination or suspension of service any monies owing become due immediately for up to the end of the billing period.

19. VARIATION

ViewPoint reserves the right to vary the terms of this Agreement or the nature of the Service at any time. ViewPoint will inform you of any such changes through email, or such other medium, as ViewPoint considers appropriate.

20. NOTICES

Any notices must be sent by receipted e-mail, post or delivered by hand as follows:

- To you, at the address you have given us or the email address given to us in your registration details
 - To us by email by post to the contact details below.
- In the case of notices sent by email, such notices shall have been deemed to be received when capable of being accessed by you. In the case of notices sent by post, such notices shall have been deemed to be received on the second business day after posting.

21. SERVICE LEVEL

Infrastructure availability is quoted at 99.9% with hardware systems support available 24 hours per day, 365 days per year. Application support is provided by email with expected response within 48 hours. Service on a best endeavour basis.

22. CONTACTS

ViewPoint Internet Limited
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Email: sales@viewpoint.net.uk
Telephone: 01344 300100

23. VIEWPOINT INTERNET LIMITED

ViewPoint Internet Limited is a limited company registered in England.
Company Registration Number: 3922785
VAT Registration Number: GB 745 1251 50
Registered Office Address: Somers, Mounts Hill, Benenden, Cranbrook, Kent, TN17 4ET

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