

BLUEBRIDGE ONE

WEBSITE USER TERMS AND CONDITIONS

Introduction

Welcome to the BlueBridge One website. If you continue to browse or use this website you are agreeing to comply with and be bound by the following terms and conditions of use ("**Terms**") which govern our relationship with you in relation to this website. If you disagree with any part of these Terms, please do not use our website.

The term "**we**" or "**BlueBridge One**" means BlueBridge One Business Solutions Limited, the owner and operator of the website www.bluebridgeone.com (the "**Website**"), whose registered office is C/O Cox Costello & Horne 4th & 5th Floor, 14-15 Lower Grosvenor Place, London SW1W 0EX and whose company registration number is 04762910 ("**us**" and "**our**" will be construed accordingly).

The term "**you**" refers to the user or viewer of our Website (and "**your**" will be construed accordingly).

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Unless otherwise stated, BlueBridge One owns the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view Website pages, download Website pages and print Website pages, subject to the restrictions set out below and elsewhere in these Terms.

You must not use our Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of malicious computer software.

You must not use our Website to transmit or send unsolicited commercial communications.

You must not use our Website for any purposes related to sales or marketing of our content or materials without our express written consent.

Access to certain areas of this Website is restricted. We reserve the right to restrict access to areas of this Website, or indeed this entire Website, at our sole discretion.

Copyright and Licence

This Website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, look, appearance and graphics and all of the material available whether for free or for purchase through the Website.

All material contained in this Website is and shall remain at all times the copyright of BlueBridge One.

You must retain, and must not delete or remove all copyright notices and other proprietary notices placed by us on any material.

User Content

The Website may in the future provide comment or discussion forums which allow the submission of text, images, videos or other content by you and other users ("**User Content**") and the hosting and publishing of such User Content. You understand that whether or not such User Content are published, we do not guarantee any confidentiality with respect to any User Content.

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You represent and warrant that:

- (i) you own or have the necessary rights and permissions to use and authorize us to use all copyright, trademark or other proprietary rights in and to any User Content to enable inclusion and use on the Website and in accordance with these Terms; and
- (ii) whilst, you retain all of your ownership rights in your User Content, by submitting the User Content to us, you hereby grant us, in addition to any other rights which we may have, a worldwide, non-exclusive and transferable license to use, copy, prepare derivative works of, display and broadcast the User Content in connection with the Website and our business, including without limitation to grant access to the Website to third parties to view the User Content (and derivative works thereof).
- (iii) you will not: (i) submit material that is false or misleading copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the User Content and to grant us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us, our business or any third party; (iii) submit material that is unlawful, obscene, libelous, threatening, pornographic, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or (iv) misidentify yourself in submitting the User Content or misstate your true identity.

Any breach of the above warranties will result in the user's account being immediately terminated and may result in the user becoming liable to legal action.

We do not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Content. You understand that when using the Website, you will be exposed to User Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content. You may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto, and agree to indemnify and hold us, our owners, affiliates, employees, agents and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

No Warranties

This Website is provided “as is” without any representations or warranties, express or implied. We make no representations or warranties in relation to this Website or the information and material provided on this Website.

We do not warrant that this Website will be constantly available, or available at all; or that the information on this Website is complete, true, accurate or non-misleading.

Nothing on this Website constitutes, or is meant to constitute, advice of any kind. We do not provide any warranty as to the suitability of the information and material found or offered on this Website for any particular purpose. Your use of any information or material on this Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any materials, services or information available through this Website meet your own specific requirements.

You acknowledge that information and material found or offered on this Website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this Website and the use of this Website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

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To the extent that the Website and the information and services on the Website are provided, our liability to you in relation to the use of our Website or under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, will be limited as follows: BlueBridge One and its employees, agents and contractors will not be liable to you for any loss or damage of any nature whether arising directly or indirectly from the use of or reliance on information obtained from this Website; BlueBridge One and its employees, agents and contractors will not be liable for any consequential, indirect or special loss or damage and will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information.

Nothing in these Terms will limit or exclude our liability for death or personal injury resulting from negligence, limit or exclude our liability for fraud or fraudulent misrepresentation or limit any of our liabilities in any way that is not permitted under applicable law.

By using this Website, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable, you must not use this Website.

Indemnity

If you breach these Terms you will be held fully responsible for any loss suffered by us as result of such breach and will be held accountable for all losses caused or profits gained by you from breaching these Terms.

You agree to indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses) incurred or suffered by us arising out of any breach by you of any provision of these Terms.

Other Websites

This Website may contain links to other websites that are not under the control of and are not maintained by us. We are not responsible for the content or reliability of the linked websites. We provide these links for your convenience only but do not endorse the material on those sites.

Waiver

The failure by us to enforce at any time or for any period any one or more of the Terms shall not be a waiver of them or the right at any time subsequently to enforce all Terms.

Severance

If any provision of these Terms shall be found by any court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.

If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

Variation

We may revise these Terms from time-to-time. Revised Terms will apply to the use of our Website from the date of the publication of the revised Terms on our Website. Please check this page regularly to ensure you are familiar with the current version.

Exclusion of Third Party Rights

These Terms are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms is not subject to the consent of any third party.

Entire Agreement

These Terms constitute the entire agreement between you and us in relation to your use of our Website, and supersede all previous agreements in respect of your use of this Website.

Jurisdiction and Governing Law

These Terms shall be governed by and construed in accordance with English law. Any dispute, claim or matter arising out of, or relating to, these Terms shall be subject to the exclusive jurisdiction of the English courts.