
TERMS OF SERVICE

BACKGROUND:

These Terms of Service, together with any and all other documents referred to herein, set out the terms of use under which you may use our websites, **www.wi-ai.net and www.wi-ai.co.uk** (referred to collectively and individually as “Our Site” in this document). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Service is deemed to occur upon your first use of Our Site. You will be required to read and accept these Terms of Service when signing up for an Account. If you do not agree to comply with and be bound by these Terms of Service, you must stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In these Terms of Service, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;
“Content”	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site and any material capable of being downloaded from Our Site;
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“User”	means a user of Our Site;
“User Content”	means any content submitted to Our Site by Users; and
“We/Us/Our”	means Wi-Ai Technology Limited, a company registered in England under company number 12258252, whose registered address is 9 Quay Court, Colliers Lane, Stow-cum-Quay, Cambridge CB25 9AU.

2. **Information About Us**

Our Site, **www.wi-ai.net** and **www.wi-ai.co.uk**, is owned and operated by Wi-Ai Technology Limited, a limited company registered in England under company number 12258252, whose registered address is 9 Quy Court, Colliers Lane, Stow-cum-Quy, Cambridge CB25 9AU.

3. **Access to Our Site**

3.1 Access to www.wi-ai.net is free of charge. Access to www.wi-ai.co.uk is charged for in accordance with contractual arrangements between you and us.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. **Accounts**

4.1 Certain parts of Our Site (including the ability to purchase Platform Services from Us) may require an Account in order to access them.

4.2 You may not create an Account if you are under 18 years of age.

4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.

4.4 We recommend that you choose a strong password for your Account, consisting of a combination of lowercase and upper case letters, numbers and symbols which cannot be easily guessed by others. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at contact@wi-ai.net. We will not be liable for any unauthorised use of your Account.

4.5 You must not use anyone else’s Account.

4.6 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 15.

4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access. Your data will be retained in line with any applicable agreements and our data protection policies from time to time.

4.8 If you close your Account, any User Content e.g. profilers you have created on Our Site may be deleted or anonymised.

5. **Intellectual Property Rights**

5.1 All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled

otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.

- 5.2 Subject to sub-Clauses 5.3 and 5.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 5.3 You may:
 - 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 5.3.2 Download Our Site (or any part of it) for caching;
 - 5.3.3 Print one copy of any page(s) from Our Site, for personal use;
 - 5.3.4 Download extracts from pages on Our Site for personal use; and
 - 5.3.5 Save pages from Our Site for later and/or offline personal viewing.
- 5.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 5.5 You may not use or re-use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or Our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site whether by business users or consumers.
- 5.6 You may not use Content on our Site in order to create similar or competing sites, products or services.
- 5.7 Nothing in these Terms of Service limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

6. User Content

- 6.1 User Content on Our Site includes (but is not necessarily limited to) individualised answers to and output from personalised Profilers and related reports.
- 6.2 An Account is required if you wish to generate User Content. Please refer to Clause 4 for more information.
- 6.3 You agree that you will be solely responsible for your User Content. Specifically, you agree, represent, and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 10.
- 6.4 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.3. You will be responsible for any loss or damage suffered by Us as a result of such breach.

7. Links to Our Site and Links to Other Sites

- 7.1 You may not link to any page other than the homepage of Our Site, in which case you may only do so. Deep-linking to other pages requires Our express written permission.
- 7.2 Framing or embedding of Our Site on other websites is not permitted without Our express written permission.
- 7.3 You may not link to Our Site from any other site the main content of which contains material that:
 - 7.3.1 is sexually explicit;
 - 7.3.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 7.3.3 promotes violence;
 - 7.3.4 promotes or assists in any form of unlawful activity;
 - 7.3.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
 - 7.3.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 7.3.7 is calculated or is otherwise likely to deceive another person;
 - 7.3.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 7.3.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 6.4);
 - 7.3.10 implies any form of affiliation with Us where none exists;
 - 7.3.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
 - 7.3.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 7.4 Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

8 Liability and Disclaimers

- 8.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for information and/or entertainment purposes only. Professional or specialist advice should always be sought before taking any action on the basis of any information provided on Our Site.
- 8.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware,

or that it will be secure.

- 8.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.
- 8.4 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site.
- 8.5 If you are a business user, We hereby exclude all implied conditions, warranties, representations or other terms that may apply to Our Site or Content. We will not be liable for any loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 8.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 8.7 Nothing in these Terms of Service excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

9 Viruses, Malware and Security

- 9.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 9.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 9.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 9.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 9.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 9.6 By breaching the provisions of sub-Clauses 9.3 to 9.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

10 Acceptable Usage Policy

- 10.1 You may only use Our Site in a manner that is lawful and that complies with

the provisions of this Clause 10. Specifically:

- you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

10.2 When submitting User Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:

- is sexually explicit;
- is obscene, deliberately offensive, hateful or otherwise inflammatory;
- promotes violence;
- promotes or assists in any form of unlawful activity;
- discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
- is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- is calculated or is otherwise likely to deceive;
- is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
- misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 10.2);
- implies any form of affiliation with Us where none exists;
- infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
- is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

10.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms of Service. Specifically, We may take one or more of the following actions:

- suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
- remove any User Content submitted by you that violates this Acceptable Usage Policy;

- issue you with a written warning;
 - take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - take further legal action against you as appropriate;
 - disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - any other actions which We deem reasonably appropriate (and lawful).
- 10.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

11 Privacy and Cookies

Use of Our Site is also governed by Our Cookie and Privacy Policies, available from <https://www.wi-ai.net/cookies-and-privacy>

These policies are incorporated into these Terms of Service by this reference.

12 Changes to these Terms of Service

- 12.1 We may alter these Terms of Service at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 12.2 In the event of any conflict between the current version of these Terms of Service and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

13 Contacting Us

To contact Us, please email Us at contact@wi-ai.net or using any of the methods provided on Our contact page at <https://www.wi-ai.net/contact>

14 Communications from Us

- 14.1 If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Service, Our EULA and Software Licence Agreements, and changes to your Account.
- 14.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to two business days for Us to comply with your request. During that time, you may continue to receive emails from Us.
- 14.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at contact@wi-ai.net or via <https://www.wi-ai.net/contact>

15 Data Protection

- 15.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.
- 15.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy and Cookie Policy <https://www.wi-ai.net/cookies-and-privacy>

16 Law and Jurisdiction

- 16.1 These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 16.2 If you are a business, any disputes concerning these Terms of Service, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 16.3 If you are a consumer, any disputes concerning these Terms of Service, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.