

Terms & Conditions of Service

Definitions

- The Company: Means the authorised and duly licensed distribution partner of the iSOS Mobile Application. Any reference to “we” and/or “our” shall be construed as reference to The Company.
- The Service: Refers to the iSOS Mobile Response Application, as described in this product website to which The Client has subscribed via The Company.
- The Client: Means the consumer who has duly completed the registration process for The Service and who has agreed to these terms and conditions of service. Any reference to “you” and/or “your” shall be construed as reference to The Client.

General

The Client hereby acknowledges and agrees to the following: it is the sole responsibility of The Client to ensure that The Client reads these conditions carefully before using any of the services provided by The Company under this website by registering under this website and/or using our services. The Client signifies The Client’s agreement to be bound by these Terms and Conditions as set forth hereunder, it is the sole responsibility of The Client to ensure that The Client acquaints itself with the contents of any updated Terms & Conditions which may be published by The Company under this website from time to time; and The Company offers a wide range of services which may under certain circumstances require that certain terms be varied and/or that additional terms be applied by The Company and/or that certain parts of the services be substituted and in any such event the company will publish same under our website and inform The Client accordingly.

Services

Our Service consist of the services described in this website from time to time.

We may change any conditions with regards to the rendering of The Service in our sole discretion and by publishing it on this product website.

General Provisions

All the information you provide us should be true and correct and will be treated as confidential. We may however provide such information to any third party to assess your application or render “The Service” or upon default.

You acknowledge that we may communicate with you from time to time via any electronic communication channel available for any reasonable reason.

You fully indemnify and keep indemnified The Company, its directors, employees, group companies, affiliates, Processing Partners, sub-contractors and agents and assignees from and against: All Chargebacks and Refunds related to any transaction processed on behalf of The Company; and any Payment Card Associations’ fines, fees penalties and assessments and acquirers’ administrative charges and any fines, fees and assessments arising from the applicable regulatory bodies related to or arising from any Chargebacks, Refunds or fraudulent Transactions.

Privacy

The Client hereby undertakes to review and familiarise itself with our Privacy Policy, to ensure that The Client understands our practices.

Electronic Communications

When you use any of our services or send emails to us, you are communicating with us electronically. We will communicate with you by e-mail or by posting notices on the website or through other Services of The Company. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

Ownership Rights

All content included in or made available, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations is the property of The Company or its content suppliers and is protected by international copyright, authors' rights and database rights laws. The compilation of all content included in or made available is the exclusive property of The Company and is protected by international copyright and database rights laws.

You may not extract and/or re-utilise parts of the content without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any substantial parts of the content, without our express written consent. You may also not create and/or publish your own database that features substantial parts (e.g. our prices and product listings) without our express written consent.

License & Access

Subject to your compliance with these Terms & Conditions and your payment of any applicable fees, The Company or its content providers grant you a limited, non-exclusive, non-transferable, non-sub-licensable licence to access and make personal and non-commercial use of the service. This licence does not include any resale or commercial use of the service or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the service or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

All rights not expressly granted to you in these Terms & Conditions are reserved and retained by The Company or its licensors, suppliers, publishers, rights holders, or other content providers. The service, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not frame or use framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout, or form) of The Company without our express written consent. You may not use any meta tags or any other "hidden text" utilising The Company's names or trademarks without our express written consent.

You may not misuse the service. You may use the service only as permitted by law. The licenses granted by The Company pursuant to this agreement may at any time be terminated by The Company if you in any manner do not comply with these Terms & Conditions.

Reviews & Contents

Visitors may post reviews, comments and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. We reserve the right to remove or edit such content. If you believe that any content on or advertised for sale on the service contains a defamatory statement, or that your intellectual property rights are being infringed by an item or information on the service, please notify us by submitting a formal notice to us and we will respond.

If you post content or submit material, and unless we indicate otherwise, you grant: (a) The Company a non-exclusive, royalty-free and fully sub-licensable and transferable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and (b) The Company, its sub-licensees and transferees the right to use the name that you submit in connection with such content, if they choose. No moral rights are assigned under this provision.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. To the extent permitted by law, you agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to The Company including the execution of deeds and documents, at our request.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is posted: (i) the content and material is accurate; and (ii) use of the content and material you supply does not breach any applicable policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify The Company for all claims brought by a third party against The Company arising out of or in connection with the content and material you supply except to the extent that any liability arises from our failure to properly remove the content when it is notified of the illegal nature of the content arising out of or on the grounds of, or originating from the content that you have communicated to us.

Intellectual Property Claims

The Company respects the intellectual property of others. Please see our Privacy Policy for more information.

Liability

We will do our utmost to ensure that availability of the service will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to the service may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

The company will not be responsible for losses that were not caused by any breach on our part, or any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or any indirect or consequential losses that were not foreseeable to both you and us when you commenced using The Company Services.

The Company will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any because which is beyond our reasonable control. This condition does not affect your legal right to have goods sent or services provided within a reasonable time or to receive a refund if goods or services ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control.

The laws of some countries do not allow some or all the limitations described above. If these laws apply to you, some or all the above limitations may not apply to you and you might have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

Alterations

We reserve the right to make changes to any of The Company Services, policies, terms and conditions including these Terms and Conditions at any time. You will be subject to the Terms and Conditions and policies in force at the time that you use The Company Services. If any of these Terms & Conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Waiver

If you breach these Terms & Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms & Conditions.

Copyright Policy

This website and its content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of The Company. The license granted hereunder does not allow you to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this website or the content for the benefit of another merchant. You may not frame nor use framing technologies to enclose The Company Websites or the Contents nor any part thereof without the express written consent of The Company.

Licencing Policy

The Company only sells legal content. We own all rights to our content.

If you believe your copyright-protected work is offered in The Company merchant's shop without authorization, you may submit a copyright infringement notification. These requests should only be submitted by the copyright owner or an agent authorized to act on the owner's behalf.

If you choose to request removal of content by submitting an infringement notification, please remember that you are initiating a legal process. Do not make false claims.

We accept copyright infringement notifications submitted by email, fax and mail. They are forwarded to the relevant Authorised Distributor who licensed the sale of the goods through The Company for resolution directly with the claimant of the infringement. We honour all Court instructed take down notices, warrants and requests for information.

Upon receipt of an infringement notice we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defences, all of which are expressly reserved. Furthermore, in submitting an infringement notice, you grant to The Company the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding the infringement notice to the parties involved in the provision of the allegedly infringing content. You agree to indemnify The Company for all claims brought by a third party against The Company arising out of or in connection with the submission of an infringement notice.

The Company does not mediate between claimants nor do we arbitrate on behalf of any party, we do, however, cooperate with legal enquiries including the submission of revenue statements, audit trails of sales and the like. The Company does not offer legal advice.

After submitting a copyright infringement notification, a copyright owner may realize that they've misidentified content or may change their mind about their complaint. When this happens, The Company is glad to honour retractions of copyright claims from the party that originally submitted them.

Translation

This document and any of our other documentation, including, but not limited to, Terms & Conditions of Service, General Legal Documentation, Computer Software User Interfaces, Marketing Material, Disclaimers, Privacy Policies and Collection Mandates, is published in English and is subject to laws and regulations of England and Wales. These documents, software or material may be translated into other languages and published by us, for the benefit of consumers in other jurisdictions. Should any part of such translated versions of any such material differ in any way from the original English, the original English version will take preference.

Security

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed. If you provide us with sensitive information, such as login credentials and credit card information, your credit card information, the then such information is encrypted using secure socket layer technology (SSL) and stored with a AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements use generally acceptable commercially standards to protect your personal information. and implement additional generally accepted industry standards.