

Integra Planner – Executive Summary Terms & Conditions for ALL Users

You can look at the full Terms and Conditions on our website: <http://integraplanner.com/terms>

If you are not clear about anything you are signing up to, please talk to us.

The Terms of Use for ALL Users must be accepted when you sign-up as a new User with Integra Planner. Integra Planner is owned and operated by Integra Planner Ltd including: the Website, the online facilities and all services and products within the family of Integra, and we call them all Integra Planner. We are Integra Planner and, You are the User

Rights: We grant you user rights that are for your sole use alone, you must have a unique email address, which you will be prompted to and must confirm and you will cease to be a user when your membership or association with a group or organisation (the Customer) ends. The Customer controls your access rights within Integra Planner. You are not allowed to share or try to give any of your rights or access to another person.

Using your account: You will comply with all security and administrative regulations, supplying your correct personal information and keeping it up to date. You are responsible for all activity on your user account and must not share or copy any information from Integra Planner, misuse the system, or do anything illegal. If you violate any of these agreements your account, may be suspended or closed and you may be held responsible for any material losses. You must notify Integra Planner if you suspect any breach in the use of your account.

Your Data: We will use your personal data to administer and enable the services of Integra Planner, we will not disclose any personal data to any third party, except the Customer. We use cookies to store and retrieve session information on your device. We comply with **The Data Protection Act 2003** and have to ask your consent to store relevant personal data, until your account is terminated. We will do our best to protect your privacy, you can read more about our information gathering, and dissemination practices in our **Privacy Statement** on the Website.

Your obligation: You must safely store your user information and password; you can change your password and personal information at any time. You are responsible for any losses if you do not keep this access information safe, you must inform us of any breach. You can read more in our full terms and **Security Policy** on the Website.

Other details: From time to time we update or revise our Terms and Conditions which we can amend at any time without prior notice, we try to keep you informed and you can read all our terms and conditions on our Website. All terms and conditions are in English, any other language versions are for information only and all terms are covered by the laws of England and Wales. In the case of any misinterpretation or dispute the full terms supersede this Executive Summary.

Any questions or queries please email info@integraplanner.com

End of Executive Summary of Terms of use – version 2/2017

A. Integra Planner - Terms & Conditions for ALL Users

Integra Planner Ltd. own and operate this Website, the online facilities and all services and products within the family of Integra, hereafter referred to as Integra. The Website, Mobile App and Integra Planner system and services, offer certain content, information, products, services and features. The following documents outline the policies and legal information outline our obligation to you and your rights as a User.

Please note that Integra Planner may update any of the following documents at any time. Users will be notified of updates to these documents through information on our Websites or in our newsletters or as stated in the particular document in question. If you have any questions regarding the following information, you may contact info@IntegraPlanner.com

Excerpt: Terms of Use

Terms of Use for ALL users that must be accepted when you sign-up as a new user with Integra Planner.

By creating a User account on Integra Planner you agree to be bound by (i) the following terms and conditions (“Terms of Use”) and (ii) any and all Agreements entered between Integra Planner and the Customer. Any limitations of Integra Planner’s obligations set out in Agreements between Integra Planner and the Customer shall apply fully to you, the User.

1 Definitions

1.1 “Content” means all visual, written or audible data, information or material including, without limitation: documents, spread sheets, text messages, form entries, web pages, images, diagrams, presentations, media and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Services by the User.

1.2 “Customer” means the individual or the legal entity that enters into an Agreement with Integra Planner, for services and products outlined in the Agreement, the Customer assumes payment responsibility for such services and whose rights are outlined in the Master License Agreement.

1.3 “Employer” means the legal entity entitled to ownership of the e-mail address if used by the User upon registering and to which the User is associated through an employment relationship, consulting arrangement, volunteering (either remunerated or not remunerated) or similar circumstances. Employer shall not mean an Internet Service Provider (ISP) or similar provider even though such provider may be entitled to ownership of the e-mail address utilised by the User.

1.4 “Services” means the web services, all the User’s work or project spaces, associated software, and other services related thereto provided to the User by Integra Planner in accordance with this agreement and with the characteristics and features as described on our website which may be updated from time to time or as outlined in the Customer agreement.

1.5 “Trial Service” means a Work or project space or Service, which is provided free of charge or which is under development or evaluation and is marked “free”, “demo”, “trial” or “evaluation” (or a similar designation).

1.6 “User” means the individual who registers a user account and gains access to the Services provided by Integra Planner. A User account is restricted to one User and each User must have a separate account with a unique email address.

1.7 “Website” means Integra Planner websites.

1.8 “Workspace” means the Services and products as specified in the Customer Agreement.

1.8 “Key Contacts” means a limited group of users as defined in the Customer Agreement who are authorised to access the service on behalf of the Customer and will have special access rights and permissions usually but not exclusively members of the management, supervisors or organising team members.

2 Services and Grant of Rights

2.1 Subject to these Terms of Use and the subscription agreement with Customer, Integra Planner hereby grants to the User a non-transferable, non-exclusive, non-sub licensable limited term right to access and use the Services.

2.2 In the event the User accepts these Terms of Use and creates a user account using an e-mail address belonging to the User, an Employer or a Customer, such user account may be or may later become subject to additional terms and conditions resulting from the Customers existing or future business relation with Integra Planner. The User is aware of and acknowledges that the Customer, in such event, may take actions that could change the nature of the Services provided to the User or impose access restrictions on the User’s access to the Services and Content. Such actions may include, without limitation, administrative actions by the Customer, instructions issued by the Customer to Integra Planner and actions due, but not limited to, reorganization, discontinuation of an Employment or volunteering service or consulting relationship with the User.

3 User Obligations

3.1 The User shall comply with the security and administrative regulations as notified in conjunction with registration, by e-mail, as made available on the Website, or in any other manner.

3.2 The User undertakes, in conjunction with registration, to provide correct information regarding the User’s identity and a correct and legitimate e-mail address and from time to time will be asked to review, update and confirm the information is correct.

3.3 The User shall be responsible for the activities conducted through use of the Services and shall ensure compliance with national laws in conjunction therewith. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the User shall be the sole responsibility of the User.

3.4 The User shall be responsible for monitoring its Workspaces and shall be liable to Integra Planner for ensuring that Content transferred to or handled within the Services which is processed by the User does not infringe any third party rights nor in any other manner violates governing legislation, and that the User possesses such necessary licenses from third parties as may be required in order to process the Content/use the Services.

3.5 The User undertakes to use the Services in such a manner that such use does not prevent or disrupt other computer communications or mobile telephone communications or prevent or disrupt the equipment employed in order to provide and use the Services.

3.6 The User is aware and acknowledges that it is not permitted to use the Services in order to gain material in violation of law or material which in any manner contravenes generally accepted practices.

3.7 The User undertakes not to use the Services in order to obtain material which if sent to another party might injure the reputation of a third party, or in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of a business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purpose thereof.

3.9 The User is obligated to notify Integra Planner regarding any suspected breach of these provisions.

4 Personal Data, Privacy, Copyright

4.1 In order for the User to be able to use the Services, the User must provide certain data to Integra Planner, including but not limited to full name, e-mail address and contact details. In the event the User registers a user account following an invitation from another User or the Customer or Employee to Integra Planner, such information may also have been provided to Integra Planner by the inviting User or Customer or Employee to Integra Planner. Following receipt of such data, Integra Planner will process the same using automated data processing in order to enable Integra Planner to administer and otherwise perform its obligations within the scope of the Services and to ensure that unauthorised persons do not gain access to the Services. As provided in section 6 "Confidentiality", Integra Planner will not disclose to any third party, except the Customer, any personal information pertaining to the User. Upon request, the User has the right to access the personal data related to the User. The User also has the right and the obligation to rectify such data.

Further information may be obtained by contacting the data controller, Integra Planner, at the following address:

25 Angel Wharf
164 Shepherdess Walk
London N1 7LJ. UK
info@IntegraPlanner.com

4.2 In addition, in order for the User to be able to use the Services, the User must also allow Integra Planner to store and retrieve session information on the User's end terminal equipment, through the use of "cookies". The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Services and to ensure that unauthorised persons do not gain access to the Services.

4.3 According to **the Data Protection Act 2003**, Integra Planner must obtain the consent of the registered persons (i.e. the User) to the processing of the relevant personal data by Integra Planner.

4.4 Integra Planner must obtain the consent of the registered persons (i.e. the User) to the purpose of storage and retrieval of information on the registered persons' end terminal equipment.

4.5 By accepting this agreement, the User explicitly consents to (a) the collection and processing by Integra Planner of personal data as described above, (b) the storage of such data until the user

account is terminated by the User, and (c) the storage and retrieval of information on the User's end terminal equipment as described above.

4.6 Integra Planner shall adopt reasonable measures to protect the privacy of the User. Integra Planner's information gathering and dissemination practices are set forth in the Privacy Statement applicable from time to time, on the Website: <http://integraplanner.com/>

4.7 All Content is copyrighted, sharing or copying any content without express permission is a violation of Copyright Law and we reserve the right to pursue for any losses or damage to reputation.

5 Security, Passwords, etc.

5.1 The User shall ensure that identities, passwords, and equivalent obtained by the User in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The User shall be liable for any unauthorised use of the Services. Integra Planner shall have no liability for any loss or damage arising from the User's failure to comply with these requirements.

5.2 Where it is suspected that any unauthorised person has become aware of the user identity and/or password, the User shall immediately inform Integra Planner thereof.

5.3 The User shall be liable for losses or damage incurred by Integra Planner where the User intentionally or negligently reveals the user identity/password to a third party. The User shall furthermore be liable for losses or damage incurred by Integra Planner where the Users identity and password otherwise become known to an unauthorised party, unless the User notifies Integra Planner immediately upon suspicion that such has occurred.

5.4 Integra Planner shall adopt reasonable measures to ensure that the security of the Services meet relevant industry standards. Integra Planner's security measures are set forth in the Security Policy as applicable from time to time, which is available on the Website: <http://integraplanner.com/>

6 Confidentiality, etc.

6.1 Integra Planner undertakes not to disclose to any third party, except the Customer, or otherwise make available, information received by Integra Planner from the User within the scope of this agreement. "Third party" in this section shall not mean the Users who have access to the same Workspace, unless the Users' authorisation and access to the Workspace is specifically restricted by the User.

7 Amendments

7.1 Integra Planner reserves the right to amend these Terms of Use at any time without prior notice. The User shall be informed of such amendments by e-mail or through the information being made available on the Website.

8 Term and Termination, etc.

8.1 These Terms of Use shall enter into force upon acceptance by the User through execution of the Terms of Use online in conjunction with registration. These Terms of Use shall remain in full force for an indefinite term until such time that all Customer Workspaces and the User account are closed.

8.2 Upon termination of a Workspace, the Agreement with Customer or these Terms of Use, Integra Planner shall not be responsible for the Content generated within the scope of the Customer Workspace in question or the Services. Accordingly, the User must ensure that the User possesses the necessary back-up copies, etc. of the Content that the User desires to retain.

9 Access Restrictions, Premature Termination

9.1 Integra Planner shall be entitled, with immediate effect, to disable the User's access to a Workspace or to the Services or to prematurely terminate this agreement where:

- (a) the User uses the Services in a manner that entails the perpetration of a crime;
- (b) the User uses the Services in a manner that occasions losses or the risk of loss for Integra Planner or any third party;
- (c) the User uses the Services in a manner that violates Integra Planner's security or administrative regulations;
- (d) the User uses any copyrighted content;
- (e) it may be reasonably assumed that continued dissemination of Content violates governing law;
- (f) the User uses the Services in a manner whereby the User utilises resources or seeks unauthorised access to Integra Planner's systems which are not intended for the User;
- (g) the User otherwise fails to comply with the above and such breach of contract is material.

10 Assignment

10.1 The User shall **not** be entitled to assign their rights or obligations under these Terms of Use.

11 General Provisions

11.1 These Terms of Use have been prepared in the English language and the same shall be controlling in all respects. Any non-English versions of these Terms of Use are provided solely for a communication purposes.

11.2 If any provisions of these Terms of Use are declared unenforceable for any reason, the remainder of the terms will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

12 Governing Law and Disputes

12.1 These Terms of Use and the ensuing relationship between Integra Planner and the User shall be construed in accordance with, and governed by, the laws of England and Wales.

12.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, both parties shall exhaust every effort to settle by arbitration. The language to be used in the arbitral proceedings shall be English.

End of Terms of use – version 2/2017
