

EVOLVE Terms and Conditions (Revised: Feb 2019)

1. Terms and Conditions

These Terms and Conditions together with all other documents referred to herein, set out the terms of use under which you may use this service:
www.Bluelightsdigital.com/REALM ("Our platform").

Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Platform. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Platform immediately.

2. Definitions & Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Content" – 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 Platform; and

"We/Us/Our" - Bluelightsdigital Ltd, a limited company registered in England under registration number 09430671 located at: The Officer's Mess Business Centre, Duxford, Cambridgeshire, CB22 4QH.

3. Information About Us

Our Platform, www.bluelightsdigital.com, is owned and operated by Bluelightsdigital Ltd., a limited company registered in England under registration number 09430671 located at: The Officer's Mess Business Centre, Duxford, Cambridgeshire, CB22 4QH.

4. Access to Our Platform

4.1. It is your responsibility to make all arrangements necessary in order to access Our platform.

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

5. Intellectual Property Rights

5.1. All Content included on Our Platform 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 is protected by applicable United Kingdom and International intellectual property laws and treaties. All rights are reserved.

5.2. Subject to sub-Clauses 4.1 and 4.2 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Platform unless given express written permission to do so by Us.

5.3. You may:

5.3.1. Access, view and use Our Platform in a web browser (including any web browsing capability built into other types of software or app);

5.3.2. Download Our Platform (or any part of it) for caching;

5.3.3. Print pages from Our Platform;

5.3.4. Download extracts from pages on Our Platform; and

5.3.5. Save pages from Our Platform for later and/or offline viewing.

5.4. Our status as the owner and author of the Content on Our Platform (or that of identified licensors, as appropriate) must always be acknowledged.

5.5. You may not use any Content saved or downloaded from Our Platform 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 Platform for general information purposes whether by business users or consumers.

5.6. Nothing in these Terms and Conditions limits or excludes the 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; the making of personal copies for private use; 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. Links to Our Platform

6.1. Framing or embedding of Our Platform on other web platforms is not permitted without Our express written permission. Please contact Us at: enquiries@bluelightsdigital.com for further information.

6.2. You may not link to Our Platform from any other platform

7. Disclaimers

7.1. The Content on Our Platform does not constitute advice upon which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to any matter discussed on Our platform.

7.2. We make no representation, warranty, or guarantee that Our Platform will meet your requirements, that it will be of satisfactory quality, that it will be fit for a purpose, 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.

7.3. We make reasonable efforts to ensure that the Content on Our Platform 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. Our Liability

8.1. 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 Platform or the use of or reliance upon any Content included on Our Platform.

8.2. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Platform or any Content included on Our Platform.

8.3. If you are a commercial user, We accept no liability for 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.

8.4. We take all reasonable steps to ensure that Our Platform is free from viruses and other malware, however, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs because of your use of Our Platform (including the downloading of any Content from it) or any other platform referred to on Our Platform.

8.5. Nothing in these Terms and Conditions 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 take all reasonable steps to ensure that Our Platform is secure and free from viruses and other malware. We do not, however, guarantee that Our Platform is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 8.4.

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 Platform.

9.4. You must not attempt to gain unauthorised access to any part of Our Platform, the server on which Our Platform is stored, or any other server, computer, or database connected to Our Platform.

9.5. You must not attack Our Platform 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. 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 Platform will cease immediately in the event of such a breach.

10. Acceptable Usage Policy

10.1. You may only use Our Platform in a manner that is lawful. Specifically:

10.1.1. You must ensure that you comply fully with all local, national or international laws and/or regulations;

10.1.2. You must not use Our Platform in any way, or for any purpose, that is unlawful or fraudulent;

10.1.3. You must not use Our Platform 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

10.1.4. You must not use Our Platform in any way, or for any purpose, that is intended to harm any person or persons in any way.

10.2. We reserve the right to suspend or terminate your access to Our Platform if you materially breach the provisions of this Clause 10 or any of the other provisions of

these Terms and Conditions. Specifically, we may take one or more of the following actions:

10.2.1. Suspend, whether temporarily or permanently, your right to access Our Platform;

10.2.2. Issue you with a written warning;

10.2.3. Take legal proceedings against you for reimbursement of all relevant costs on an indemnity basis resulting from your breach;

10.2.4. Take further legal action against you as appropriate;

10.2.5. Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

10.2.6. Any other actions which We deem reasonably appropriate (and lawful).

10.3. We hereby exclude 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 and Conditions.

11. Changes to these Terms and Conditions

11.1. We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Platform after the changes have been implemented. You are therefore advised to check this page from time to time.

11.2. In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

12. Contacting Us

To contact Us, please email Us at enquiries@bluelightsdigital.com or using any of the methods provided on Our contact page.

13. Communications from Us

13.1. If We have your contact details, 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 and changes to these Terms and Conditions.

13.2. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at: enquiries@bluelightsdigital.com

14. Data Protection

14.1. All personal information that We may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act and that of the EU General Data Protection Regulation (GDPR).

14.2. We may use your personal information to:

- 14.2.1. Reply to any communications you send to Us;
- 14.2.2. Send you important notices, as detailed in Clause 14;

14.3. We will not pass on your personal information to any third parties.

15. Law and Jurisdiction

15.1. These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

15.2. If you are a consumer, any disputes concerning these Terms and Conditions, 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.

15.3. If you are a business, any disputes concerning these Terms and Conditions, 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.