

onecom

# OneCloud

User Terms



# Onecom Limited

## OneCloud User Terms

### 1 Your agreement

- 1.1 These user terms set out the rules for using the OneCloud Services.
- 1.2 By using the OneCloud Services, you confirm that you accept these user terms and that you agree to comply with them.
- 1.3 If you do not agree to these user terms, you must not use the OneCloud Services.
- 1.4 In consideration of you agreeing to abide by these user terms, Onecom hereby grants to you a non-exclusive, non-transferable licence to use the OneCloud Services for the period that the OneCloud Services are made available to the Customer.

### 2 Definitions

The following definitions shall apply in these user terms:

<b>Customer</b>	the contracting party wishing to receive the OneCloud Services
<b>Intellectual Property Rights</b>	patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
<b>OneCloud Services</b>	the OneCloud services provided by Onecom, including the OneCloud Platform
<b>OneCloud Platform</b>	the OneCloud online software applications provided by Onecom as part of the OneCloud Services
<b>Onecom</b>	Onecom Limited incorporated and registered in England and Wales with company number 04031272 whose registered office is at Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ
<b>Virus</b>	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices

### 3 Security

You undertake that:

- 3.1 you will not allow your individual login to be used by anyone other than you; and
  - 3.2 you will keep a secure password for your use of the OneCloud Services, and you shall keep your password confidential.
- ### 4 Access
- 4.1 You are authorised to use the OneCloud Services for internal business operations only.
  - 4.2 You shall not access, store, produce, distribute or transmit any Viruses, or any material during the course of your use of the OneCloud Services that:
    - 4.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
    - 4.2.2 facilitates illegal activity;

- 4.2.3 depicts sexually explicit images;
  - 4.2.4 promotes unlawful violence;
  - 4.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - 4.2.6 in a manner that is otherwise illegal or causes damage or injury to any person or property.
- 4.3 You acknowledge that Onecom reserves the right, without liability to you, to disable your access to the OneCloud Services that breaches the provisions of this clause.
  - 4.4 You shall not, except to the extent expressly permitted under these user terms:
    - 4.4.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the OneCloud Services in any form or media or by any means; or
    - 4.4.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
    - 4.4.3 access all or any part of the OneCloud Services in order to build a product or service which competes with the OneCloud Services; or
    - 4.4.4 use the OneCloud Services to provide services to third parties; or
    - 4.4.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the OneCloud Services available to any third party, or
    - 4.4.6 attempt to obtain, or assist third parties in obtaining, access to the OneCloud Services.

### 5 Services

You acknowledge that:

- 5.1 Onecom shall use commercially reasonable endeavours to make the OneCloud Services available between the hours of 8am and 6pm local UK time Monday to Friday (excluding public holidays), but gives no guarantee or warranty in this respect; and
- 5.2 where you use the OneCloud Services to order goods or services from Onecom on behalf of the Customer, such order shall be subject to the terms of the contract between Onecom and the Customer.

### 6 Your Obligations

You shall provide Onecom on request with:

- 6.1 all necessary co-operation in relation to these user terms; and
- 6.2 all necessary access to such information as may be required by Onecom, in order to provide the OneCloud Services.

### 7 Proprietary rights

You acknowledge and agree that Onecom and/or its licensors own all Intellectual Property Rights in the OneCloud Services. These user terms do not grant you any Intellectual Property Rights, or any other rights or licences in respect of the OneCloud Services.

### 8 Confidentiality

- 8.1 You undertake that you shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Onecom.
- 8.2 You may disclose Onecom's confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 You shall not use Onecom's confidential information for any purpose other than to use the OneCloud Services or comply with your obligations under these user terms.

### 9 Governing law and Jurisdiction

- 9.1 These user terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these user terms or its subject matter or formation (including non-contractual disputes or claims).