

INVENTORY GENIUS

WEBSITE TERMS OF USE

1st JULY 2015 VERSION

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1. ABOUT US

InventoryGenius is the trading name and product name used of **HUDE LIMITED** (referred to in this document as "**we**", "**us**", "**our**" or "**HUDE**"), a company registered in England and Wales, with registered number 07887472, and registered office at Suite 3, Charlton House, Raynesway, Derby DE21 7BF. Website: <http://www.Inventorygenius.co.uk/>. E-mail: hello@Inventorygenius.co.uk. Phone Number 01332 653888. Your agreement is with Hudde Limited.

2. ABOUT THIS DOCUMENT

This document sets out the general terms of use of our website (and references to "**website**" include all content of the website and any systems and services provided by us through the website or which are otherwise accessed through the internet). They are applicable to both casual visitors to our website, as well as our customers and other users. References to "**you**" or "**your**" are to the person using our website and any other person on behalf of whom they are using our website, and to customer of ours, and to any business associate of or suppliers to our customers who are permitted use our website through our contract with our customer.

3. YOUR AGREEMENT TO THESE TERMS

In return for our providing the website to you and by continuing to using our website, you unilaterally accept, agree and undertake to comply with, and agree to affords us the rights, set out in these terms.

4. CONTENT AND ERRORS

The website content is only valid at the time it is downloaded, and may change on a subsequent visit to our website. We make all reasonable efforts to ensure that all information on this website, is accurate, complete and up to date, but there may be mistakes and errors which we fail to notice, which will not be binding on us. We reserve the right to correct any errors and to change any information (including services, products, availability, and pricing) at any time without notice, including in any separate contracts we may have entered into on the basis of it. If any correction affects a separate contract you have entered into with us to your material detriment, then we will give you the opportunity to cancel the separate contract rather than accept the change.

5. AVAILABILITY

Without prejudice to any separate contract with you, our website will be available at such times as we

may decide. We may suspend our website at any time without notice and for any reason, including for upgrade, maintenance, repair, prevention of damage, and investigation.

6. CHANGES

Without prejudice to any separate contract with you, we shall be entitled to change our website from time to time, and cease providing any particular part, functionality or service, without notice for any reason.

7. RESTRICTED ACCESS

We may restrict access to some parts of our website to persons who have a separate contract with us for use of any systems or services of ours. Further details are contained on our website.

8. THIRD PARTY WEBSITES

If we include a link to a third party website in our website then you should note that these third party websites are not our responsibility and you visit them at your own risk. If you supply any data to them, you should read their privacy policy.

9. LANGUAGES

Our website and any transactions conducted through this web website are in the English language only. We do not offer any other languages at the moment.

10. PURCHASING FROM US

You must be over eighteen (18) years old or over to purchase from us. Our website constitutes our invitation to supply, but it is not a binding legal offer from us. To purchase from us you need to follow any ordering process on our website or alternatively follow any other contracting process we may establish. *InventoryGenius and all other services and apps* we provide are supplied on and subject to our terms and conditions of service available on request or through links on our website.

11. ACCOUNTS

If our website requires you to register or to set up any form of account on our website then, subject to the terms of any separate contract between us: (a) we may terminate such registration or account at any time with or without notice to you; (b) you are responsible for safeguarding your username and password details and keeping your account and registration information up to date. You should choose strong passwords (a random combination of upper and lower case letters, numbers, and other symbols, of at least 12 or more characters in length, which you have not used on any other website).

12. CONDUCT

You agree to use our website only for lawful purposes reasonably connected to the intended purpose of our website, and you must not use our website for or in connection with any unlawful or criminal activity. You must not seek to unlawfully gain access to our website or any underlying systems. You must not use our website to market or advertise any products or services except where expressly contemplated by our website.

13. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that all intellectual property rights in or associated with our website (including all content, and all systems or services accessible through it, and including in particular our property management system) and trade-marks, are and shall remain our sole and absolute property. You shall have no right, title or licence in or to the same, except for the limited download licence granted below. All implied licences or transfers of rights are hereby excluded. We hereby grant you a download licence to download pages of our website to your browser cache for the purposes of viewing our website. You must not copy, reproduce, republish, download, post, broadcast, distribute, adapt, alter, create a derivative work of or combine with other works any part of our website, except to the extent permitted by the download licence.

14. YOUR CONTENT

When you supply any content to our website, you grant to us an irrevocable, perpetual, non-exclusive, fully paid, royalty free, world-wide licence to use that content in any way that we decide, as long as such use reasonably connected to the purposes for which your content was provided, or the provision of any services to you, or the operation of our website; and this licence includes the right to copy, edit, modify, adapt, translate, prepare derivative works based on, incorporate into other works, and distribute (in any and all media or distribution methods whether now known or later developed)

your content, to grant sub-licences to our contractors and suppliers to enable them to provide products and services to us in connection with your content, and to grant download licences to other users in relation to your content. You also waive any moral rights which you may have in the same, including to be identified as author. You must ensure that, and you warrant that, you will only supply content which is either your own work, or is third party content where you have authority to grant the above licence to us.

15. DISCLAIMER OF LIABILITY

Nothing in these terms shall affect your statutory rights as a consumer to the extent they may not be excluded or limited by law. We do not limit or exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or any breach by us of your privacy. Without prejudice to any separate contract with us: (a) you use the website at your sole risk; (b) we provide the website "as is" and "as available", without warranty, guarantee, or promise as to its quality, condition, fitness for purpose, availability, suitability, functionality or non-infringement of intellectual property rights; (c) we hereby exclude to the fullest extent permitted by law all implied warranties, terms and conditions in your favour with respect to our website; and (d) we hereby disclaim and shall have no duty of care to you in relation to our website. To the maximum extent permitted by law, we expressly exclude any and all liability we have to you (including for breach of contract, tort (including negligence), or otherwise howsoever) for direct or indirect loss of profit, revenue, contract, sales, income, goodwill, opportunity, business, savings, data, use or reputation, wasted management or office time, and any special, indirect or consequential loss of any kind. We will not be liable for anything caused by event or circumstance beyond our reasonable control.

16. APPLICABLE LAW AND DISPUTES

These terms and any agreement with you is subject to the law of England and Wales, and you must bring any claims against us exclusively in the courts of England and Wales.

17. CHANGES TO THESE TERMS

We may at any time unilaterally change these terms by publishing a new version on our website. You are responsible for reviewing regularly our website to look out for updates. By continuing to use our website after any such change you will be considered to have accepted the change.