



Acceptable Use Policy

Last update: 6th October 2021



Acceptable Use Policy

1. Introduction

1.1. Together with our Terms of Service, this Policy governs how you may access and use the Site and Services.

1.2. Definitions

Policy

means this acceptable use policy;

Site

means the following website[s]: support.encodian.com and accountencodian.com;

Service

means any API service provided by Encodian Solutions Ltd

Submission

means any text, images, video, audio or other multimedia content, software or other Information or material submitted by you or other users to the Site;

We, us or our

means Encodian Solutions Limited, company registration number 10200243 [with VAT registration number 279076071] and whose registered office is at Blythe Valley Innovation Centre, Central Boulevard, Solihull, B90 8AJ. and

You or your

means the person accessing or using the Site or its content.

2. Acceptable Use

2.1. We permit you to use the Site and Service for commercial purposes. Use of the Site or Service in any other way, including in contravention of any restriction on use set out in this Policy, is not permitted. If you do not agree with the terms of this Policy, you may not use the Site or Service.

3. Restrictions on use

3.1. As a condition of your use of the Site and Service, you agree:

3.1.1. not to use the Site or Service for any purpose that is unlawful under any applicable law or prohibited by this Policy.

3.1.2. not to use the Site or Service to commit any act of fraud;

3.1.3. not to use the Site or Service to distribute viruses or malware or other similar harmful software code;

3.1.4. not to use the Site or Service for purposes of promoting unsolicited advertising or sending spam;

3.1.5. not to use the Site or Service to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

3.1.6. not to use the Site or Service in any manner that disrupts the operation of our Site or Service or business or business of any other entity;

3.1.7. not to use the Site or Service in any manner that harms minors;

3.1.8. not to promote any unlawful activity;

3.1.9. not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;

3.1.10. not to use the Site or Service to gain unauthorised access to or use of computers, data, systems, accounts or networks;

3.1.11. not to attempt to circumvent password or user authentication methods; and

3.1.12. to comply with the provisions relating to our intellectual property rights and software contained in our Terms of Service.

4. Bulletin boards, chat rooms and other interactive services

- 4.1. We may make bulletin boards, chat rooms or other communication services ('Interactive Services') available on the Site.
- 4.2. We are not obliged to monitor or moderate Submissions to our interactive services. Where we do monitor or moderate Submissions we shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.
- 4.3. We may remove or edit any Submissions to any of our interactive services whether they are moderated or not.
- 4.4. Any Submission you make must comply with our Submission standards set out below.

5. Submission standards

5.1. Any Submission or communication to users of our Site must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. In particular, you warrant that any Submission or communication is:

- 5.1.1. your own original work and lawfully submitted;
- 5.1.2. factually accurate or your own genuinely held belief;
- 5.1.3. provided with the necessary consent of any third party;
- 5.1.4. not defamatory or likely to give rise to an allegation of defamation;
- 5.1.5. not offensive, obscene, sexually explicit, discriminatory or deceptive; and
- 5.1.6. unlikely to cause offence, embarrassment or annoyance to others.

6. Linking and framing

6.1. You may create a link to our Site from another website without our prior written consent provided no such link:

6.1.1. creates a frame or any other browser or border environment around the content of our Site;

6.1.2. implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site;

6.1.3. displays any of the trademarks or logos used on our Site without our permission or that of the owner of such trademarks or logos; or

6.1.4. is placed on a website that itself does not meet the acceptable use requirements of this Policy.

7. Using the Encodian Solutions name and logo

7.1. You may not use our trade marks, logos or trade names except in accordance with this Policy.

8. Breach

8.1. We shall apply the terms of this Policy in our absolute discretion. In the event of your breach of this Policy we may terminate or suspend your use of the Site or Service, remove or edit Submissions, disclose Submissions to law enforcement authorities or take any action we consider necessary to remedy the breach.

9. Disputes

9.1. We will try to resolve any disputes with you quickly and efficiently.

9.2. If you are unhappy with us please contact us as soon as possible.

9.3. If you and we cannot resolve a dispute using our complaint handling procedure, we will:

9.3.1. let you know that we cannot settle the dispute with you; and

9.3.2. give you certain information about our alternative dispute resolution provider

9.4. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this Policy.

9.5. Relevant United Kingdom law will apply to this Policy.