

# Terms of use

Welcome to our Website. Please read these Terms of Use carefully before you start to use our Website, as these will apply to your use of it (whether through [www.hubshare.com](http://www.hubshare.com), [www.nikecsolutions.com](http://www.nikecsolutions.com), [www.nikecstore.com](http://www.nikecstore.com), [www.nikecdocstore.com](http://www.nikecdocstore.com), [www.docstorepro.com](http://www.docstorepro.com) or [www.nikecbinder.com](http://www.nikecbinder.com)). We recommend that you print a copy of this document for future reference.

IF YOU CONTINUE TO BROWSE AND USE THIS WEBSITE YOU ARE AGREEING TO COMPLY WITH AND BE BOUND BY THE FOLLOWING TERMS OF USE. INFORMATION ABOUT US

This Website is operated by Nikec Solutions UK Limited (“We” “Us” “Our”). We are registered in England and Wales under company number 03488348 and our registered office is at 3rd Floor, 52 Gracechurch Street, London, EC3V 0EH. The term “you” refers to the user or viewer of our Website.

## OTHER APPLICABLE TERMS

These Terms of Use refer to the following additional documents, which also apply to your use of our Website:

- Our Cookies Policy, which describes how cookies are used on our Website and your rights in connection with such cookies.
- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our Website, you consent to such processing.
- If you choose to purchase any products and/or services from our Website our Terms of Business will also apply. In the event there is a conflict between our Privacy Policy, these Terms of Use and the Terms of Business, the Terms of Business shall prevail.

## ACCESS

Our Website is made available free of charge. We do not guarantee that our Website, or any content on it, will always be available, uninterrupted or error free. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice.

You are responsible for making all arrangements necessary for you to have access to our Website.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use and any other applicable terms and conditions, and that they comply with them.

## ACCEPTABLE USE POLICY

Prohibited use: You may use our Website only for lawful purposes. You may not use our Website:

- in any way that breaches any applicable local, national or international law or regulation;

- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming and/or harassing or attempting to harm and/or harass anyone in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, logic bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

## Content Standards

Whenever you make use of a feature of our Website that allows you to input or upload content (collectively “Contributions”), you acknowledge and agree that any and all Contributions are accurate (where they state facts), are genuinely held (where they state opinions) and comply with applicable law in the UK and in any country from which they are posted.

Contributions must not: contain any material which is defamatory of any person; contain any material which is obscene, offensive, hateful or inflammatory; promote sexually explicit material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringe any copyright, database right or trade mark (or other intellectual property rights) of any other person; be likely to deceive any person; be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; promote any illegal activity; be threatening, abusive or an invasion of another’s privacy, or cause annoyance, inconvenience or needless anxiety; be likely to harass, upset, embarrass, alarm or annoy any other person; be used to impersonate any person, or to misrepresent your identity or affiliation with any person; give the impression that they emanate from us, if this is not the case; or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## INTELLECTUAL PROPERTY RIGHTS

Our Website contains certain materials, trade names and other proprietary information, including but not limited to text, logos, design, layout, multimedia content, photos and graphics. We are the owner or the licensee of all such intellectual property rights in our Website, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

Except as stated in the paragraph below, or as otherwise agreed with us, the contents of our Website may not be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without our express written permission. You may not remove any trademark, copyright or other proprietary notice.

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illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged by “©2014 Nikec Solutions UK Limited (or other contributors as appropriate)”.

You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## YOUR ACCOUNT

In the event that you are provided with a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any username or password at any time, for any reason.

If you know or suspect that anyone other than you knows your username or password you should promptly notify us at [contact@nikecsolutions.com](mailto:contact@nikecsolutions.com).

## OUR RESPONSIBILITY TO YOU

### Accuracy of content

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that information on our Website or accessible from it is accurate, complete or up-to-date and accept no liability for any loss or damage caused by inaccurate information. You should independently verify any information before relying upon it. If you discover any inaccurate information on our Website please let us know.

### Service access

Whilst we endeavour to ensure that our Website is normally available 24 hours a day, we do not make any commitment that our Website, or any content on it, will always be available, uninterrupted or error free and we will not be liable if for any reason our Website is unavailable at any time or for any period.

We aim to update our Website regularly, and may change, amend, remove or vary any of our Website's content at any time and without warning. Access to our Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our reasonable control. We may remove our Website as a whole or any sections or features of our Website at any time without notice.

## Data Protection

We are registered under the Data Protection Act 1998 as a data controller. Please see our Privacy Policy for details of how we use the information we hold about you.

## Linking

From time to time our Website may also include links to other websites. These links are provided for your convenience only. We have no control over and assume no responsibility for the content of the linked website(s). They do not signify that we endorse the website(s) and we will not be liable for any loss or damage that may arise from your use of them.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Website in any website that is not owned by you. Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.

## LIMITATION OF OUR LIABILITY

Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.

In no event shall we be liable for any injury, loss, claim, damages, or any exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including but not limited to lost savings) whether based in contract, tort, strict liability, or otherwise, in connection with your use of our Website and/or any content on it. The entire risk as to the quality, performance and use of this Website lies with you.

Different limitations and exclusions of liability apply to any liability arising as a result of the supply of our products and/or services to you, and are set out in our Terms of Business.

## Viruses

We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Website. You should use your own virus protection software.

We assume no responsibility and shall not be liable for any loss or damage caused by a virus, or other technologically harmful material that may infect your computer or other equipment or other property on account of your access to, use of, or browsing of the Website or any website linked to it.

## GENERAL

If any part of these Terms of Use is found to be invalid by any court having competent jurisdiction, this will not affect the validity of any remaining part of the Terms of Use. Any such remaining part will remain in full force and effect as if the invalid part of the Terms of Use had been eliminated.

Nothing in these Terms of Use shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

## CHANGES TO THESE TERMS

We reserve the right to make changes to these Terms of Use at any time. Your use of our Website, following such changes, constitutes your acceptance of these changes.

## GOVERNING LAW

Your use of our Website and these Terms of Use shall be governed and interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Use or their subject matter or formation (including non-contractual disputes or claims).

## CONTACT US

If you have any questions or concerns about our Website you can contact us at [contact@nikecsolutions.com](mailto:contact@nikecsolutions.com).

Thank you for visiting our Website.