**IMeasureU**

**Website Terms and Conditions of Use**

These are the general terms and conditions for use of [www.IMeasureU.com](http://www.vicon.com) (the **Site**). The Site is operated by IMeasureU Motion Systems Limited (**IMeasureU**), a private limited company incorporated and registered in England with company number 11753894 and whose registered office is at 6 Oxford Industrial Park, Yarnton, England, OX5 1QU. IMeasureU’s VAT number is GB 768 351 891.

Your use of the Site will be subject to these terms and conditions and by using the Site you agree to be bound by them. If you do not agree to these terms, you must not use the Site.

1. **Access to the Site**

 It is your responsibility to ensure your computer system meets all the necessary technical specifications to enable you to access and use the Site and is compatible with the Site. IMeasureU may, from time to time, restrict access to certain features, parts or content of the Site, or the entire Site, to users who have registered with IMeasureU. You must ensure that any registration details you provide are accurate.

If you choose, or you are provided with, a log-on ID (such as a username and password or other identifier) as part of IMeasureU's security procedures, you must treat such information as confidential and not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify IMeasureU immediately of any unauthorised use or other security breach of which you become aware or if you know or suspect that someone has gained unauthorised access to your log-on ID or other confidential information.

IMeasureU reserves the right to disable any log-on ID, at any time, if in IMeasureU's opinion you have failed to comply with any of the provisions of these terms and conditions or if any details you provide for the purposes of registering as a user prove to be false.

1. **What you are allowed to do**

 You may only use the Site for non-commercial use and only in accordance with these terms and conditions. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

You may retrieve and display content from the Site on a computer screen, print individual pages and, subject to section 3 below, store such pages in electronic form, for non-commercial use only. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged and you must not modify any paper or digital copies that you make or use any image or graphic separately from accompanying text.

You may also download the software and firmware that is, from time to time, made available and expressly intended for download from the Site, subject always to the applicable licence terms that will be displayed at the point of download. Additional terms may also apply to other features, parts or content of the Site, and where they apply, will be displayed before you access the relevant features, parts or content.

1. **What you are not allowed to do**

 You may use our site only for lawful purposes. You may not use the Site:

* 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 or attempting to harm minors in any way.
* To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
* To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
* To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-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. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

You also agree, except to the extent expressly set out in these terms and conditions:

* Not to reproduce, duplicate, copy or re-sell any part of the Site save as specifically authorised by these terms.
* Not to access without authority, interfere with, damage or disrupt:
	+ any part of our site;
	+ any equipment or network on which our site is stored;
	+ any software used in the provision of our site; or
	+ any equipment or network or software owned or used by any third party.
* Not to store pages of the Site on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the pages of the Site;
* Not to remove or change anything on the Site or attempt to interfere with the proper working of the Site; or
* Not to include or create links to or from the Site without our prior written consent.

Where consent to link to the Site is given:

* 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 the Site in any website that is not owned by you.
* The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page.
* We reserve the right to withdraw linking permission without notice.
* The website in which you are linking must comply in all respects with the content standards set out in these terms and conditions.
1. **Your personal information & Cookies**

Usage of your personal information is governed by IMeasureU's [Privacy Policy](https://imeasureu.com/privacy-policy/). The Site uses cookies. Further details of the cookies used by the Site are set out in IMeasureU’s [Cookie Policy](https://imeasureu.com/cookies-policy/).

1. **Intellectual property rights**

 All intellectual property rights in any material (including text, graphics, video, photographs and other images, sound, trade marks and logos) contained in the Site is owned by IMeasureU or its licensors.

Except as expressly set out here, nothing in these terms and conditions gives you any rights in respect of any intellectual property owned by IMeasureU or its licensors and you acknowledge that you do not acquire any ownership rights by downloading material from the Site. You are only allowed to use the Site and the material contained in the Site as set out in these terms. You are not allowed to remove or change any copyright, trade mark or other intellectual property right notices contained in the original material or any material copied or printed off from the Site.

1. **Content**

 IMeasureU may change the format and content of the Site from time to time. You agree that your use of the Site is on an 'as is' and 'as available' basis and at your sole risk. IMeasureU tries to make sure that all information contained on the Site is correct, but it is not intended to amount to authority or advice on which reliance should be placed. You should check with IMeasureU or the relevant supplier before acting on any information on the Site. IMeasureU makes or gives no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Site and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, IMeasureU accepts no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on any content of the Site.

You understand that IMeasureU cannot and does not guarantee that any content of the Site will be free from bugs, viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

1. **Content Standards**

These content standards apply to any and all material which you contribute to the Site (**Contribution**), and to any interactive services associated with it. The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole. IMeasureU will determine, in its discretion, whether a Contribution breaches these Content Standards.

A Contribution must:

* Be accurate (where it states facts).
* Be genuinely held (where it states opinions).
* Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

* Be defamatory of any person.
* Be 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 of any other person.
* Be likely to deceive any person.
* Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
* Promote any illegal activity.
* Be in contempt of court.
* Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
* Be likely to harass, upset, embarrass, alarm or annoy any other person.
* Impersonate any person, or misrepresent your identity or affiliation with any person.
* Give the impression that the Contribution emanates from IMeasureU or any member of the Oxford Metrics Group if this is not the case.
* Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
* Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
* Contain any advertising or promote any services or web links to other sites.
1. **Forum participation**

The Site may make chat rooms, message boards and/or news groups and other areas available to its users (collectively **Forums**). IMeasureU does not control the information and other material posted to Forums (collectively **Contributions**) and the Forums are not actively moderated. You are solely responsible for the content of your Contributions as posted by you and acknowledge that all Contributions express the views and opinions of their respective authors, and not those of IMeasureU.

Whilst IMeasureU does not pre-screen Contributions, IMeasureU reserves the right (which may be exercised in IMeasureU's sole discretion without notice) to delete, edit or modify any Contribution (in whole or in part) posted by you and/or to close any topic at any time.

The use of any of our Forums by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use a Forum that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any Forums should be made aware of the potential risks to them.

Complaints about Contribution content must be sent to [webmaster@IMeasureU.com](file:///C%3A%5CUsers%5CMattC%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5CNTC4VN15%5Cwebmaster%40vicon.com) and must contain details of the specific Contribution giving rise to the complaint.

When using the Forums, you must:

* not restrict or inhibit any other user from using the Forums;
* not impersonate or falsely state or otherwise misrepresent an affiliation with any person or entity; and
* keep all Contributions relevant to the purpose of the Forum and the nature of any debate.

By posting any Contribution, you are granting IMeasureU and its affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Contribution (in whole or part) and/or to incorporate it in other works in any form, media or technology, and you waive any moral rights you may have in, or to be identified as the author, of such Contribution. You warrant to IMeasureU that any Contribution you post does comply with the content standards set out in these terms and agree to indemnify and hold IMeasureU harmless from all claims, costs and expenses incurred by IMeasureU arising out of any Contribution as posted or published by you in breach of these terms and conditions.

1. **Uploads**

If you are a registered user and you upload or submit any material (whether in the form of emails, messages or file attachments) via the Site, you warrant that:

* you have the right to provide such material;
* it will comply with the content standards set out in these terms; and
* it will not contain any personal information (including the name, email address, postal address or telephone number of any individual other than you).

Any material uploaded or submitted which does not comply with these requirements will be deleted immediately. All other material will usually be deleted after 90 days of being uploaded or submitted. You agree that IMeasureU will not be responsible if any material that you upload or submit is lost, corrupted or deleted and agree that you are responsible for keeping back-up copies of such material.

Any content you upload to the Site will be considered non-confidential and non-proprietary. By uploading or submitting any material, you are granting IMeasureU and its affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, modify, adapt and translate such material (in whole or part) to the extent necessary for IMeasureU to provide the support services you have requested. You agree to indemnify and hold IMeasureU harmless from all claims, costs and expenses incurred by IMeasureU arising out of any material uploaded or submitted by you in breach of these terms and conditions.

You acknowledge and agree that IMeasureU may preserve and/or disclose any material that you upload or submit (including your identity): (a) for the purposes of properly providing the support services; and/or (b) if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with a legal process, enforce these terms, respond to claims that any material infringes the rights of any third party, or protect and defend the rights, property, or personal safety of IMeasureU, any of its affiliates, the Site or its visitors.

IMeasureU reserves the right in our discretion to suspend or terminate your ability to upload or submit material or to remove any posting you make on the Site if you fail to comply with the above content standards or breach any of the provisions of these terms and conditions and, where appropriate in accordance with applicable laws, to report such conduct to the appropriate authorities.

1. **Support services**

 If you are a registered user, please note that the provision by IMeasureU of support services, whether through the Site or otherwise, is subject to the terms of your support agreement with IMeasureU, in addition to any relevant provisions of these terms and conditions.

1. **External links**

 The Site may, from time to time, include links to external sites and co-branded pages. IMeasureU has included links to these sites and co-branded pages to provide you with access to information and services that you may find useful or interesting. IMeasureU is not responsible for the content of these sites and pages or for anything provided by them and does not guarantee that they will be continuously available. The fact that IMeasureU includes links to such external sites does not imply any endorsement of or association with their operators.

1. **Suspension and termination of service**

 IMeasureU may suspend or terminate the operation of the Site, or certain of its features, parts or content, at any time. There may also be times when the Site, or certain of its features, parts or content, become unavailable, whether on a scheduled or unscheduled basis. You agree that IMeasureU will not be liable to you or to anyone else for any withdrawal, modification, unavailability, suspension or discontinuance of the Site or any of its features, parts or content. Access to or use of the Site will not necessarily be uninterrupted or error-free.

1. **Limitation of Liability**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our terms and conditions of supply.

If you are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

* use of, or inability to use, the Site; or
* use of or reliance on any content displayed on the Site.

In particular, we will not be liable for:

* loss of profits, sales, business, or revenue;
* business interruption;
* loss of anticipated savings;
* loss of business opportunity, goodwill or reputation; or
* any indirect or consequential loss or damage.

If you are a consumer user:

Please note that we only provide our site for domestic and private use. You agree not to use the Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

1. **General**

 IMeasureU may change these terms and conditions from time to time by displaying the revised terms and conditions on the Site. You should check these terms and conditions each time you revisit the Site.

These terms and conditions form the entire understanding between you and IMeasureU and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these terms and conditions is found to be unenforceable, this shall not affect the validity of any other provision. IMeasureU may delay enforcing its rights under these terms and conditions without losing them. You may not assign or transfer any or all of your rights or obligations under these terms and conditions.

1. **Governing law**

 These terms and conditions shall be governed by English law, and you agree that any dispute between us regarding them or the Site will only be dealt with by the English courts, provided that IMeasureU reserves the right to bring proceedings to protect our intellectual property rights before any competent court.