

motif

Terms & Conditions

Terms and Conditions

About our Terms

These Terms explain how you may use the Motif PM Limited ("Motif") website (the **Site**).

References in these Terms to the Site includes www.Motifpm.com ("Motifpm Site") website, any mobile site or web services or applications owned or controlled by Motif and all associated web pages.

You should read these Terms carefully before using the Site.

By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.

If you do not agree with or accept any of these Terms, you should stop using the Site immediately.

From time to time Motif may upgrade and/or offer other services through its Site and these will form an integral part of Site and the services we offer.

You are permitted and authorised to create one account only for the use of the Motifpm Site.

If you have any questions about the Site, please contact us by:

- E-mail hello@motifpm.com - E-mails will be responded to, Monday to Friday: 9 am to 6 pm, or
- Telephone 07725639138 - Calls will be answered, Monday to Friday: 9 am to 6 pm.

Terms

These Terms of service is a contract between you and Motif. Motif operates the Motifpm Site. By accessing this Site, you are agreeing to be bound by these Terms, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these Terms, you are prohibited from using or accessing the Motifpm Site. The materials contained in this web site are protected by applicable copyright and trademark law.

Use License and Restrictions

Motif hereby grants you a non-exclusive, non-transferable, worldwide right to access and use of the Motifpm Site, solely with supported browsers through the Internet for your own internal purposes, subject to these Terms.

Nothing in the Terms shall be construed to grant you any right to transfer or assign rights to access or use the Motifpm Site. All rights not expressly granted to you are reserved by Motif and its licensors. You shall not (i) modify or make derivative works based upon the Motifpm Site; (ii) reverse engineer or access the Motifpm Site in order to (a) build a competitive product or service, (b) build a product using similar features, functions or graphics of the Motifpm Site, or (c) copy any features, functions or graphics of the Motifpm Site. You further acknowledge and agree that, as between the parties, Motif owns all right, title, and interest in and to the Motifpm Site, including all intellectual property rights therein.

As a condition of your use of the Motifpm Site, you agree not to use the Motifpm Site:

- (i) for any purpose that is unlawful under any applicable law or prohibited by these Terms;
 - (i) to commit any act of fraud;
 - (ii) to distribute viruses or malware or other similar harmful software code;
 - (iii) for purposes of promoting unsolicited advertising or sending spam;

- (ii) to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- (iii) in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
 - (i) in any manner that harms minors;
 - (ii) to promote any unlawful activity;
- (iv) to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
 - (i) to gain unauthorised access to or use of computers, data, systems, accounts or networks;
 - (ii) to attempt to circumvent password or user authentication methods; and
- (v) to comply with the provisions relating to our intellectual property rights and software contained herein
- (vi) to benefit unauthorised third parties

Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

Disclaimer

The materials on Motif's web sites are provided "as is". Motif makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Motif does not warrant or make any representations concerning the accuracy, likely results, or reliability of

the use of the materials on its Site or otherwise relating to such materials or on any sites linked to its Site.

Limitations

In no event shall Motif or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption), arising out of the use or inability to use the materials on the Motifpm Site, even if Motifpm Site or a Motif authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Indemnity

You agree to defend, hold harmless and indemnify Motif from and against any and all losses, costs, expenses, damages or other liabilities incurred by Motif arising from or related to any cause of action, claim, suit, proceeding, demand or action brought by a third party against Motif (a) in connection with your use of the Site including any payment obligations incurred through use of the Site; or (b) resulting from: (i) your use of the Site; (ii) your decision to supply profile or payment information via the Site, including personal financial information; (iii) your decision to submit applications; (iv) any breach of contract or other claims made by members with which you conducted business through the Site; (v) your breach of any provision of these Terms; (vi) any liability arising from the tax treatment of payments or any portion thereof; (vii) any negligent or intentional wrongdoing by any member with which you conducted business through the Site; (viii) any act or omission of yours with respect to the payment of fees to any contractor; (ix) your dispute of or failure to pay any invoice or any other payment; or (x) your obligations to a contractor. Any such indemnification shall be conditioned on Motif: (a) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with you in the defence or settlement thereof; and (c) allowing you to control such defence or settlement. We shall be entitled to participate in such defence through

our own counsel at our own cost and expense. We reserve the right to report any wrongdoing of which we become aware to the applicable government agencies or otherwise.

Revisions and Errata

The materials appearing on Motifpm may include technical, typographical, or photographic errors. Motif does not warrant that any of the materials on Motifpm are accurate, complete, or current. Motif may make update or change the materials contained on its Site at any time without notice. The right to update and/or change the materials on Motifpm is solely at the discretion of Motif.

Sites Terms of Use Modifications

Motif may revise these terms of use for its Site at any time without notice. By using the Site you are agreeing to be bound by the then current version of these Terms Use.

Using Motif's Name and Logo

You may not use our trade marks, logos or trade names without the written permission of Motif. Where we give permission to use our trade marks, logos or trade names, you shall do so only in accordance with our brand guidelines as notified to you.

Data Terms of Use

You agree not to reproduce, duplicate, copy, sell, or resell any of the data made available to you (the "Product") through any Motif service, including Motifpm. The Service shall be used for your internal business purposes only, and you shall not use the Services or any software for the benefit of a third party, including reselling or giving away the data.

API Terms of Use

Any use of the Application Program Interface (“APIs”), including use of the API through a third-party product that accesses the Service, is bound by these Terms plus the following specific terms:

- (i) shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from your use of the API or third-party products that access data via the API.
- (ii) temporary or permanent suspension of your account’s access to Motifpm Site may occur for abuse or excessively frequent requests to Motifpm via the API. Motif in its sole discretion, will determine what is abuse or excessive usage of the API. Motif will notify by email prior to any suspension. Motif reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

Fraudulent Activity

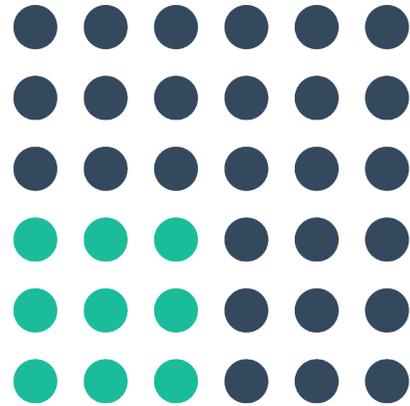
Use of Motif service, including but not limited to any applications that use Motifpm or APIs, prohibits using the service for any fraudulent activity or any malicious purposes, including but not limited to creating and distributing spam emails, spam tweets, or other spammy electronic communication. Motif reserves the right to filter and or block such activity, and if necessary, to remove any account that has engaged in these and similarly malicious activities.

Governing Law

Any claim relating to Motifpm, Limited’s web sites shall be governed by the exclusive jurisdiction of England and Wales and laws of England and Wales without regard to its conflict of law provisions.

Contacting Us

If you have any questions or concerns about our Services or these Terms, you may contact us at info@motifpm.com



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Built by Planners for Planners

www.motifpm.com - hello@motifpm.com