

# website terms

## website terms

Welcome to Concentra (holding company of orgvue, a division of Concentra). We're glad you're here, and we hope you enjoy everything we have to offer.

Please read these Website Terms ("Terms") carefully because they are a binding agreement between you and Concentra Consulting Limited, and all of our global Affiliates ("we" or "us")

These Terms govern your use of the websites that link to these Terms. In these Terms, the word "Sites" refers to each of these websites and the services offered on those Sites. You automatically agree to these Terms, our [Acceptable Use Policy] and to our [Privacy Policy](#) simply by using or logging into the Sites. If you do not agree to these terms, please refrain from using the Sites.

Please note that we offer many services. Your use of our products or services are provided by us pursuant to a separate manually or digitally executed agreement.

### 1.1. Information about us

The Sites are operated by Concentra Consulting Limited. We are registered in England and Wales under company number 5454622 and we have our registered office at 100 Cheapside, London, EC2V 6DT. Our VAT number is GB 858 5802 83.

### 1.2. Accessing our sites

Access to the Sites is permitted on a temporary basis, and we reserve the right to withdraw or amend any service we provide on the Sites without notice (see below). We will not be liable if for any reason the Sites are unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Sites or one or more of the Sites.

When using the Sites, you and anyone accessing the Sites through your internet connection, must comply with these Terms and the provisions of our Acceptable Use Policy.

### 1.3. Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in the Sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Sites for your personal reference and you may draw the attention of others within your organisation to material posted on the Sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any 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 material on the Sites must always be acknowledged.

You must not use any part of the materials on the Sites 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 the Sites in breach of these Terms, your right to use the Sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **1.4. Our sites change regularly**

We aim to update the Sites regularly and may change the content at any time. If the need arises, we may suspend access to the Sites, or close them indefinitely. Any of the material on the Sites may be out of date at any given time, and we are under no obligation to update such material.

#### **1.5. Reliance on information posted**

We provide our services using a commercially reasonable level of care and will always try to ensure that you enjoy the Sites. However, there are certain things that we don't promise about our Sites.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, WE DO NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SITES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SITES, THE SPECIFIC FUNCTION OF THE SITES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SITES "AS IS".

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES.

#### **1.6. Our liability**

EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, THE WE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SITES OR ANY THIRD PARTY'S USE OF THE SITES. THESE EXCLUSIONS INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, COMPUTER FAILURE, OR THE VIOLATION OF YOUR RIGHTS BY ANY THIRD PARTY, EVEN IF THE SERVICES ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

#### **1.7. Information about you and your visits to our site**

We process information about you in accordance with our Privacy Policy. By using the Sites, you consent to such processing and you warrant that all data provided by you is accurate.

#### **1.8. Viruses, hacking and other offences**

You must not:

- misuse the Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- attempt to gain unauthorised access to the Sites, the server on which the Sites is stored or any server, computer or database connected to the Sites.
- attack the Sites via a denial-of-service attack or a distributed denial-of service attack.

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 Sites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Sites or to your downloading of any material posted on it, or on any websites linked to it.

### 1.9. Links from our site

Where the Sites contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### 1.10. Action, Jurisdiction and Applicable Law

If you do not comply with these Terms, and we don't take action right away, this doesn't mean we're OK with what you did, or we are giving up any rights that we may have (such as taking action in the future).

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Sites.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### 1.11. Trademarks

Concentra, orgvue and TrueCue, together with their respective logos are registered trademarks of Concentra Consulting Limited.

### 1.12. Variations

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Sites.

### 1.13. Your concerns

If you have any concerns about material which appears on the Sites, please contact [legal@concentra.co.uk](mailto:legal@concentra.co.uk)

Thank you for visiting the Sites.

## document control

### revision history

revision	date	updated by	comments
0.1	13-October-20	Name	Comments