

SmartSign Terms and Conditions of Sale

By using the SmartSign system or logging into the SmartSign Developer websites, you consent to the following terms and conditions of use.

Definitions

“Microcosm” means Microcosm Ltd. of Southfield House, 2 Southfield Road, Westbury on Trym, Bristol BS9 3BH, UK.

“SmartSign” means the SmartSign system, software, services and documentation described at <https://www.microcosm.com/smartsign>.

“You” means the entity that has signed up to use SmartSign and agreed to the terms of this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use SmartSign.

“User” means any entity whom you authorise to use the SmartSign under the terms of this Agreement.

Warranty

Microcosm undertakes that SmartSign will perform substantially in accordance with the description found at <https://www.microcosm.com/smartsign>. Although Microcosm uses reasonable endeavours to ensure that the SmartSign software and services are suitable for the tasks described on its web site and in its literature, all such software and services are provided "as is" without any warranty of merchantability or fitness for a particular purpose. Specifically, and without limitation, Microcosm does not warrant that SmartSign is virus free, without defects, compatible with other software or operating systems or suitable for any specific purpose. In no event shall Microcosm be liable you or your users for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability or tort (including negligence or otherwise) arising in any way out of the use of SmartSign, even if advised of the possibility of such damage.

Microcosm may make changes to the content, functionality and appearance of SmartSign at any time and without notice.

Subject to you paying the relevant fees and accepting the terms of this Agreement, Microcosm grants you a non-exclusive, non-sublicensable, non-transferable license to access and use SmartSign and its documentation. SmartSign is for commercial use only, not for private use.

Web Site Availability

Reasonable commercial efforts are taken to ensure the availability of SmartSign. However, Microcosm cannot guarantee that the service will be available at all times and Microcosm accepts

no liability for any loss or damage caused by a loss of the service.

Data Protection and Privacy

Microcosm takes the security and privacy of its systems and your data and any data supplied by an end user (“User”) to SmartSign very seriously and will investigate any attempt to misuse the systems and data with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

By using SmartSign, you agree to the capture and use of your data and, optionally, your customers data in accordance with the terms laid out in the SmartSign Privacy Policy (<https://smartsignsecurity.com/privacy>).

Microcosm shall take all commercially reasonable measures to protect the security and confidentiality of your data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties.

By entering into this agreement, you agree to the following regarding any “User” data:

- For any user personal data stored by Microcosm, you are the data controller as defined by the relevant Data Protection Laws and Microcosm is a data processor of such data.
- You warrant to Microcosm that the provision of User personal data to Microcosm and instructions for processing such personal data in connection with the Services shall comply with all Data Protection Laws.
- If you enable the option for users to provide their email addresses to SmartSign, Microcosm may collect, retain and use these email addresses solely in connection with SmartSign.

Termination

You may terminate this agreement at any time by notifying Microcosm in writing and paying any outstanding monies due to Microcosm.

Microcosm may terminate this agreement without notice if you:

- Breach these terms and conditions.
- Provide to a third party any information that would assist such a party in breaching the copy protection provided by SmartSign.
- Fail to pay Microcosm any monies due for payment.
- Cease to trade. You will be deemed to have ceased trading if Microcosm are officially notified that this is the case or you do not use the SmartSign system and do not contact Microcosm and Microcosm are unable to get a response from you by email, telephone or mail for a period of 30 days.

Upon termination:

- You must cease to use the SmartSign software and services.
- You must pay Microcosm any monies due.
- Microcosm may cease to provide the SmartSign service to you and your Users.

Trade Mark and Copyright Notices

SmartSign is a registered trademark of Microcosm.

All website design, text, graphics, the selection and arrangement thereof, and all software compilations, underlying source code, software (including applets) and all other material on this website are copyright Microcosm.

You undertake not to violate any Microcosm Intellectual Property Rights nor to assist any third party to do so and to report to Microcosm immediately any such activity should you become aware of it.

General

These terms and conditions are governed by the laws of England. All disputes arising are subject to the exclusive jurisdiction of the English courts. If any of these terms or conditions is deemed invalid or unenforceable for any reason then the invalid or unenforceable provision will be severed from these terms and conditions and the remaining provisions will continue to apply.

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