

## **1SimplePhone, LLC - Website Terms and Conditions of Use**

*Effective 1-Apr-2016*

### **1. Introduction**

These Terms and Conditions of Use apply to 1SimplePhone, LLC's ("1SimplePhone") Website in its entirety: [www.1simplephone.com](http://www.1simplephone.com); by using this Website, you accept in full these Website Terms and Conditions of Use. If you disagree with these Terms and Conditions of Use, in part or whole, you must not use this Website.

You must be at least 18 years of age to use this Website. By using this Website and by agreeing to these Terms and Conditions of Use, you warrant and represent that you are at least 18 years of age.

### **2. License to use Website**

Unless otherwise stated, 1SimplePhone and/or its licensors own the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the Website for your own use, subject to the restrictions set out below and elsewhere in these Terms and Conditions of Use.

You must not:

- Republish material from this Website (including republication on another Website);
- Sell, rent or sub-license material from the Website;
- Show any material from the Website in public;
- Reproduce, duplicate, copy or otherwise exploit material on this Website for a commercial purpose;
- Edit or otherwise modify any material on the Website; or
- Redistribute material from this Website [except for content specifically and expressly made available for redistribution].

Where content is specifically made available for reference purposes, e.g. ROI Calculator and Savings Estimate Reports, it may only be redistributed within your organization.

### **3. Acceptable use**

You must not use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without 1SimplePhone's express written consent.

You must not use this Website to transmit or send unsolicited commercial communications.

You must not use this Website for any purposes related to marketing without 1SimplePhone's express written consent.

#### **4. Restricted access**

Access to certain areas of this Website is restricted. 1SimplePhone reserves the right to restrict access to [other] areas of this Website, or indeed this entire Website, at 1SimplePhone's discretion.

If 1SimplePhone provides you with a user ID and password to enable you to access restricted areas of this Website or other content or services, it is your sole responsibility to privately record your user ID and password to ensure uninterrupted access to restricted areas, and to ensure your user ID and password are kept confidential.

1SimplePhone may disable your user ID and password at 1SimplePhone's sole discretion without notice or explanation.

#### **5. No warranties**

This Website and the materials contained therein are provided "as is". 1SimplePhone 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.

1SimplePhone may make changes to the materials contained on its Website at any time without notice, however, materials appearing on 1SimplePhone's Website could include technical, typographical, or photographic errors and 1SimplePhone does not warrant that any of the materials on its Website are complete or current. Although 1SimplePhone makes every effort to periodically review materials for these purposes, it does not make any commitment to update the materials. 1SimplePhone does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on this Website or otherwise relating to such materials or on any sites linked to this site.

Without prejudice to the generality of the foregoing paragraph, 1SimplePhone does not warrant this Website will be constantly available.

Nothing on this Website constitutes, or is meant to constitute legal, financial or business advice of any kind. If you require advice in relation to any legal, financial or business decisions, you should consult an appropriate professional.

## **6. Limitations of liability**

1SimplePhone will not be liable to you (whether under the Law of Contract, the Law of Torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this Website:

- to the extent that the Website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if 1SimplePhone has been expressly advised of the potential loss.

## **7. Reasonableness**

By using this Website, you agree that the exclusions and limitations of liability set out in this Website disclaimer are reasonable.

If you do not agree they are reasonable, you must not use this Website.

## **8. Other parties**

You accept that 1SimplePhone has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against 1SimplePhone's officers or employees in respect of any losses you suffer in connection with the Website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this Website disclaimer will protect 1SimplePhone's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as 1Simple Phone.

## **9. Unenforceable provisions**

If any provision of this Website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Website disclaimer.

## **10. Indemnity**

You hereby indemnify 1SimplePhone and undertake to keep 1SimplePhone indemnified against any losses, damages, costs, liabilities and expenses (including without limitation

legal expenses and any amounts paid by 1SimplePhone to a third party in settlement of a claim or dispute on the advice of 1SimplePhone's legal advisers) incurred or suffered by 1SimplePhone arising out of any breach by you of any provision of these Website Terms and Conditions of Use, or arising out of any claim that you have breached any provision of these Website Terms and Conditions of Use.

#### **11. Breaches of these Terms and Conditions of Use**

Without prejudice to 1SimplePhone's other rights under these Terms and Conditions of Use, if you breach these Terms and Conditions of Use in any way, 1SimplePhone may take such action as 1SimplePhone deems appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

#### **12. Variation**

1SimplePhone may revise these Terms and Conditions of Use at any time without notice. Revised Terms and Conditions of Use will apply to the use of this Website from the date of the publication of the revised Terms and Conditions of Use on this Website. By using this Website you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

#### **13. Assignment**

1SimplePhone may transfer, sub-contract or otherwise deal with 1SimplePhone's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms and Conditions of Use.

#### **14. Severability**

If a provision of these Terms and Conditions of Use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **15. Entire agreement**

These Website Terms and Conditions of Use, together with the 1SimplePhone's [Privacy Policy](#), constitute the entire agreement between you and 1SimplePhone in relation to your use of this Website, and supersede all previous agreements in respect of your use of this Website.