



TERMS OF SERVICE

This Agreement was last modified on 12th December, 2024.

These Terms of Service govern the use of the Report URI Service (The “Service”, “we“ or “us“) operated by REPORT-URI LTD. (or “Report URI”). This Agreement sets forth the legally binding terms and conditions for your use of report-uri.com (the Service). “You”, “the Customer“, or similar terms means you, the person accessing report-uri.com, the business or entity on whose behalf you access report-uri.com, as well as any person on whose behalf you are using report-uri.com or who may have rights through you. By creating an account, by logging into the Service, and/or by accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you acknowledge that you have reviewed and accept the terms of service, agree to become bound by its terms, and certify that you are an authorised representative of the entity purchasing the service, and that you have the right and authority to enter into this agreement on the entity’s behalf.

1. Account Terms

- You must be at least 13 years or older to use Report URI.
- You may not have more than one free account at a time.

2. Grant of License and Restrictions on Use

Subject to the terms of this Agreement and proper payment to Report URI, Report URI grants you a non-exclusive, non-transferable, limited right to use the Service solely for your own internal business purposes for the term of this Agreement. You may not distribute the Service as a stand-alone or primary element to any third

party. In addition, you will not (and you will not allow any third party to): copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; modify or prepare derivative works of the Service; use the Service in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; use the Service in any manner that threatens the integrity, performance or availability of the Service; or reverse engineer, decompile, or disassemble the Service.

3. Grant of License to Report URI

You grant Report URI a worldwide right to use, store, and reproduce the data gathered by Report URI of your website (the “Data”) as necessary for Report URI to (i) create reports or statistics of the Data for you; (ii) provide Service to you; and (iii) create reports or statistics using the Data in the aggregate, provided that no such report identifies you or your visitors by name or other distinguishing mark.

4. Ownership

You acknowledge that the Service is the exclusive property of Report URI. Report URI retains all rights, title and interest in and to copyrights, trade secrets, trademarks and other intellectual property rights in the Service and you shall not acquire any right, title, or interest in the Service, except the right to use it in accordance with this Agreement. Any rights to the Service granted are licensed and not sold.

5. Term and Termination

Either party may terminate this Agreement at any time with notice. Upon termination, Report URI will stop providing and you will stop accessing the Service. In the event of any termination you will not be entitled to any refunds or any other

fees. This Agreement will automatically terminate if you do not comply with any terms or conditions of this Agreement, including paying for the Service. All terms of this Agreement which by this nature are intended to survive termination of this Agreement shall survive.

6. Warranty Disclaimers

To the fullest extent permitted by applicable law, except as expressly provided for in this agreement, the service is being provided “as is” and “as available” without warranty of any kind. Report URI does not warrant that the service will meet customer’s requirements. Report URI hereby disclaims all warranties, express, implied, or statutory, including, without limitation, all implied warranties of merchantability and fitness for a particular purpose, and any warranties as to non-infringement.

7. Limitation of Liability

Save as provided in paragraph 8 below, the liability of either Report URI or the Customer under, for breach of, or arising out of this agreement and/or related to this agreement, the agents and services, is limited to the payments actually made by the Customer for the service during the twelve (12) months prior to the date of the event giving rise to any liability.

Under no circumstances and under no legal theory, tort, contract, or otherwise, shall either party be liable to the other or any other person for any indirect, special incidental, exemplary, punitive or consequential damages of any kind, including without limitation, lost profits, losses or expenses, whether or not such party was advised of, knew of should have known of the possibility of such loss or damage.

8. Indemnification

You agree to indemnify and hold Report URI, and its subsidiaries, affiliates, officers, directors, agents, partners and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service provided under this Agreement or any act or omission by you (including the entity on whose behalf you are entering into this Agreement).

This indemnity obligation will survive the expiration or termination of this Agreement by either party for any reason. The limitations of liability at paragraph 7 above shall not apply to the indemnity in this paragraph 8.

9. Confidentiality

Report URI acknowledges that you may disclose non-public, confidential information to Report URI under this Agreement and you acknowledge that the Service provided to you, is confidential and proprietary to Report URI. Each party agrees to take all reasonably necessary action, including appropriate instructions and agreements with employees and agents, to protect such confidential and proprietary information of the other party from unauthorised disclosure. In the event of any breach of this section, each party acknowledges that the non-breaching party would suffer irreparable harm and shall therefore be entitled to seek injunctive relief without the necessity of posting bond. You also acknowledge that infringement or unauthorized copying of the intellectual property of Report URI would cause irreparable harm to Report URI.

10. Publicity

You are permitted to state publicly that you are a Subscriber of Report URI. You agree that Report URI may include your name and trademarks in a list of Report URI Customers, online or in promotional materials. You also agree that Report URI may

verbally reference you as a customer of the Service. You may opt out of the provisions in this Section by e-mailing a request to hello@report-uri.com.

11. Governing Law and Venue

The Site is controlled and operated within England and Wales, and is not intended to subject Report URI to any law or jurisdiction outside of England and Wales. The Site does not constitute any contract with any jurisdiction outside England and Wales. Use of this Site is prohibited in any jurisdiction having laws that would void this Agreement in whole or essential part or which makes accessing the Site illegal. This Agreement is entered into and performed in England and Wales. It is governed by and shall be construed under the laws of England and Wales, exclusive of any choice of law or conflict of laws provisions. In any claim or action directly or indirectly arising under this Agreement or related to the Site or Service, each party irrevocably submits to the personal jurisdiction of His Majesty's Courts of Justice of England and Wales. Each party waives any jurisdictional, venue or inconvenient forum objections to these courts. You agree that you shall pursue any claim against Report URI in your individual capacity only, and you will not participate in any collective or so-called "class" action against us.

12. General Provisions

This Agreement is the complete and exclusive statement of the agreement between us concerning its subject matter and supersedes all prior agreements and representations between the parties. Any waiver of or modification to the terms of this Agreement will not be effective unless executed in writing and signed by Report URI. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other provisions of this Agreement. The software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals. You may not assign

this Agreement or any licence granted under this Agreement without our prior written consent, which may be granted or not granted in our sole judgement. By agreeing to this Agreement you also agree to our collection, use and disclosure of information as described in the most-recent version of our Privacy Policy which is incorporated here by reference.

13. Changes To This Agreement

Report URI reserves the right, at our sole discretion, to modify or replace these Terms of Service by posting the updated terms on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms and Conditions. Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the Site or discontinue any use of the Site immediately.

Our ToS were last updated on 12th December 2024 (1v4):

- Update References from "Her Majesty" to "His Majesty"