TERMS OF WEBSITE USE AND SUPPLY

These terms of use (with referenced documents) are the terms on which you may use (including accessing, browsing, or registering with) our website www.foundry.com and www.athera.io (each a “site” and together our “sites”), whether as a guest or a registered user. Please print a copy for future reference.

By using a site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our sites.

OTHER APPLICABLE TERMS

These terms of use refer to our Privacy and Cookie Policy at https://thefoundry.s3.amazonaws.com/documents/Privacy_Notice.pdf, dealing with our processing of any personal data we collect or you provide. By using a site, you consent to such processing and you warrant that all data provided by you is accurate.

If you license products through www.foundry.com, our End User Licence Agreement (“EULA”) at https://s3.amazonaws.com/thefoundry/documents/EULA.pdf will apply, as well as these terms.

If you use services through www.athera.io, our Platform Services Agreement (“PSA”) at https://athera.io/wp-content/uploads/2018/04/Platform-Terms-and-Conditions-200418.pdf will apply, as well as these terms.

INFORMATION ABOUT US

www.foundry.com and www.athera.io are sites operated by The Foundry Visionmongers Limited (“we” or “us”). We are a private limited company registered in England and Wales under company number 04642027 and have our registered and main trading office at 5 Golden Square, Golden Square, London, W1F 9HT. Our VAT number is 945 7013 20.

References to our “Group” means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006.

CHANGES TO THESE TERMS/OUR SITE

We can change these terms by amending this page. Please check this page from time to time to see the current terms which will be binding on you.

We may update and change the content of our sites from time to time. However, the content on our sites may be out of date and we are under no obligation to update it. We cannot guarantee that our sites or their contents will be free from errors or omissions.

Your continued use of a site after changes have been made means you agree to be bound by these terms and our site as updated and/or amended.
ACCESSING AND USE OF OUR SITES

You may only copy, reproduce, republish, download, post, broadcast, transmit or otherwise use our sites content for your own, personal, non-commercial use. You also agree not to adapt, alter, or create a derivative work from any of the content on our sites (except for your Contributions), unless it is for your personal, non-commercial use. Any other use requires our prior express consent in writing.

You commit to use the content on our sites only for lawful purposes and in a way that does not infringe the rights of or restrict or inhibit anyone else’s use and enjoyment of the sites. Prohibited behaviour includes but is not limited to harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue through a site.

We do not guarantee or warrant that our sites or any content on a site will always be available or will be uninterrupted, or error free, that defects will be corrected or that the server which makes the relevant site available is free of viruses or bugs. We may suspend, withdraw, discontinue or change all or any part of our sites without notice. We will not be liable to you if for any reason a site is unavailable at any time or for any period.

The content on our sites is provided for general information only. Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up-to-date.

YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password at any time, if in our reasonable opinion you do not comply with these terms.

INTELLECTUAL PROPERTY RIGHTS

Subject to the terms relating to Contributions (below), we are the owner or the licensee of all intellectual property rights in our 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.

Our status (and that of any identified contributors) as the authors of content on our sites must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without accepting our EULA or PSA (as applicable) and these terms and obtaining our (or our licensors’) prior written consent.
The names, images and logos identifying us or third parties or respective products or services are protected by trademarks, copyright and design rights ("Branding"). Nothing contained in these terms confers (by implication, estoppel or otherwise) any licence or right for you to use such Branding.

CONTRIBUTIONS
If you contribute, upload or post any content, including but not limited to comments, images, artwork, photos, video or applications (a “Contribution”) to a site (including the related community pages of www.foundry.com or www.athera.io):

- all intellectual property rights, other rights, title and interest in a Contribution will remain your sole and exclusive property but any Contribution will be considered non-confidential; and

- you warrant that your Contribution:
  
  (a) does not infringe the intellectual property or other rights of any third party;

  (b) is lawfully owned by you and is your original content or creation and complies with all applicable laws in the United Kingdom and any other country from which it is posted;

  (c) is not defamatory to any person, does not contain any material which is obscene, offensive, hateful or inflammatory; and

  (d) does not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse

By providing a Contribution, you are granting us an irrevocable, royalty-free, perpetual, worldwide, unrestricted licence for us and members of our Group to use, store, copy, make available, distribute and/or use the Contribution for advertising, promotion or distribution, including in any related derivative form. “Use” includes the right to use, modify and/or adapt the Contribution for the purposes of our business as we may determine in our sole discretion.

We agree to attribute or credit you as the author of the Contribution, based on the Display Name (or similar identifier) which you created for your profile when opening an account with us.

We have the right to disclose your identity to any third party who is claiming that any Contribution uploaded by you to a site constitutes a violation of their intellectual property rights or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any Contribution posted by you or any other user of our sites. We have the right to remove any Contribution if, in our opinion, the Contribution is in breach of these terms, without any liability to you or any other user of our site.
Any views expressed by users on our sites do not represent our views or values. You are solely responsible for securing and backing up your Contribution.

**LIMITATION OF OUR LIABILITY**

All content on our sites is provided “as is” and on an “as available” basis without any representations or any kind of warranty, whether express or implied, including but not limited to warranties of satisfactory quality, fitness for purpose, non-infringement, compatibility, security or accuracy.

We do not exclude or limit our liability for death or personal injury due to our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise and whether direct, indirect or consequential, even if foreseeable, arising under or in connection with use of, or inability to use, a site, or use of or reliance on any content displayed on a site. In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; or loss of business opportunity, goodwill or reputation which may be incurred by users as a result of or in connection with use of our sites or using or downloading any content on it or any website linked to it.

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

We assume no responsibility or liability for the content of websites linked on our sites. Unless otherwise stated, such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may result from your use of such linked websites.

Please see our EULA and PSA for limitations of liability relating to our software products and the Athera platform (as applicable).

**LINKING TO OUR SITE**

You may link to the home pages of our sites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to a site in any website that is not owned by you. Our sites must not be framed on any other website. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact legal@foundry.com.

**VIRUSES**
You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server(s) on which our sites is/are stored or any server(s), computer(s) or database(s) connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

**SUPPLY OF PRODUCTS ON WWW.FOUNDRY.COM**

Our EULA together with the terms set out in our Quotation and/or Invoice are the terms on which we supply and license our software products, to the exclusion of any other terms. Before placing an order for any of our software products, you will be asked to accept the terms and conditions of the EULA. If you do not do so, we will not be able to supply our software products to you.

**SUPPLY OF SERVICES ON WWW.ATHERA.IO**

Your access to and use of services via Athera is subject to the terms and conditions of the PSA. Before having access to the products and services available via Athera, you will be asked to accept the terms of the PSA. If you do not do so, you will not be able to access and use the products and services available via Athera.

**GENERAL**

Each paragraph of these terms operates separately. If any of these terms are determined to be illegal, invalid or otherwise unenforceable under the law of any country or state in which they are intended to be effective, then to that extent in the relevant jurisdiction, it or they will be deleted, with all remaining terms surviving, remaining in full force and effect and continuing to be binding and enforceable.

If we discover a pricing error in relation, we will contact you to inform you of it and will give you the option of continuing with the supply of the products at the correct price or cancelling your order.

If we fail to insist that you perform any of your obligations under these terms, the EULA or the PSA or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

These terms of use, any Contract based on them and any non-contractual disputes or claims are governed by English law and we both agree to the non-exclusive jurisdiction of the courts of England and Wales (or, if you are a consumer, any other applicable UK court).

**CONSUMER RIGHTS**
As a consumer, you have statutory and other legal rights in relation to products which are faulty or not as described, and such rights are not affected by anything in these terms.

**CONTACT US**

To contact us, please email [legal@foundry.com](mailto:legal@foundry.com).

Thank you for visiting our sites.