WEBSITE TERMS OF USE - NEXTAISOLUTIONS.COM

BACKGROUND:

These Website Terms of Use ("Terms of Use"), together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.nextaisolutions.com ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to the sale of services provided by Us ("Services") including but not limited to Paid Functionality. Please refer to our Terms of Sale for more information.

1. Definitions and Interpretation

1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;
"Consumer"	means an entity or individual acting for purposes which are wholly or mainly outside that entity's or individual's trade, business, craft or profession;
"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site and/or the Digital Services;
"Digital Services"	means the portfolio of tech and non-tech services including website design, mobile app development, SEO, AEO, and digital marketing developed and operated by Us;
"Paid Functionality"	means access to use the Digital Services and related digital content made available for sale via Our Site;
"User"	means a user of Our Site;
"User Data"	means any Content submitted to Our Site and/or Digital Services by Users; and
"We/Us/Our"	means NextAI Solutions.

2. Information About Us

2.1 Our Site is operated by NextAI Solutions, 16 Cannon Hill, Southgate, London, N14 7HD, United Kingdom.

3. Access to Our Site

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Accounts

4.1 Certain parts of Our Site (including the ability to purchase Services and Paid Functionality from Us) require an Account in order to access them.

4.2 Our Site is directed at businesses and individuals seeking digital and technology services. You may not create an Account if you are under 18 years of age and/ or if you are a Consumer.

4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.

4.4 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 17.

5. Intellectual Property Rights

5.1 With the exception of User Data (see Clause 6), all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Data) is protected by applicable United Kingdom and international intellectual property laws and treaties.

5.2 Subject to sub-Clauses 5.3 and 5.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.

5.3 You may:

- 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
- 5.3.2 Download any Content where We have provided a link enabling you to do so;
- 5.3.3 Download Our Site (or any part of it) for caching;
- 5.3.4 Print page(s) from Our Site;
- 5.3.5 Download extracts from pages on Our Site; and
- 5.3.6 Save pages from Our Site for later and/or offline viewing.

5.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

5.5 Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

6. User Data

6.1 An Account is required if you wish to submit User Data. Please refer to Clause 4 for more information.

6.2 You agree that you will be solely responsible for your User Data. Specifically, you agree, represent and warrant that you have the right to submit the User Data and that all such User Data will comply with Our Acceptable Usage Policy, detailed below in Clause 12.

6.3 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.2. You will be responsible for any loss or damage suffered by Us as a result of such breach.

6.4 You retain ownership of your User Data and all intellectual property rights subsisting therein. When you submit User Data you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide licence to process, use, store, archive, transmit, adapt, edit, reproduce, and distribute your User Data in the Inventory Management System in order to deliver the Services to you.

6.5 If you wish to remove User Data from the Inventory Management System, the User Data in question will be deleted by Us.

6.6 We may reject, reclassify, or remove any User Data from Our Site and/or the Inventory Management System at Our Discretion including but not limited to where, in Our sole opinion, it violates Our Acceptable Usage Policy.

7. Links to Our Site

7.1 You may link to Our Site provided that:

- 7.1.1 you do so in a fair and legal manner;
- 7.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
- 7.1.3 you do not use any logos or trade marks displayed on Our Site without Our express written permission; and
- 7.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

7.2 Please contact Us at info@nextaisolutions.com for further information.

7.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission.

7.4 You may not link to Our Site from any other site the main content of which contains material that:

- 7.4.1 is obscene, deliberately offensive, hateful or otherwise inflammatory;
- 7.4.2 promotes violence;
- 7.4.3 promotes or assists in any form of unlawful activity;
- 7.4.4 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
- 7.4.5 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- 7.4.6 is calculated or is otherwise likely to deceive another person;
- 7.4.7 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
- 7.4.8 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.4);
- 7.4.9 implies any form of affiliation with Us where none exists;
- 7.4.10 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
- 7.4.11 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

8. Links to Other Sites

Links to other sites including but not limited to sites operated by our technology partners, marketing platforms, and third-party service providers may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

9. Disclaimers

9.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only.

9.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

9.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this exception does not apply to information concerning Our sale of Services including Paid Functionality for sale through Our Site. Please refer to Our Terms of Sale for more information.

9.4 We are not responsible for the content or accuracy of any User Data.

10. Our Liability

10.1 Limitations and exclusions stated to apply to Content in this Clause 10 may not apply to Paid Functionality if specifically excluded in Our Terms of Sale.

10.2 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site and/or the Inventory Management System or the use of or reliance upon any Content (including User Data) included on Our Site and/or the Inventory Management System.

10.3 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site and/or the Inventory Management System or any Content (excluding Paid Functionality) included on Our Site and/or the Inventory Management System.

10.4 If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

10.5 We exercise all reasonable skill and care to ensure that Our Site and the Inventory Management System is free from viruses and other malware. However, subject to sub-Clause 9.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site and/or the Inventory Management System (including the downloading of any Content from it).

10.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site and/or the Inventory Management System resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

10.7 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of your legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

11. Viruses, Malware and Security

11.1 We exercise all reasonable skill and care to ensure that Our Site and the Inventory Management System is secure and free from viruses and other malware.

11.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

11.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site and/or the Inventory Management System.

11.4 You must not attempt to gain unauthorised access to any part of Our Site and/or the Inventory Management System, the server on which Our Site and/or the Inventory Management System is stored, or any other server, computer, or database connected to Our Site and/or the Inventory Management System.

11.5 You must not attack Our Site and/or the Inventory Management System by means of a denial of service attack, a distributed denial of service attack, or by any other means.

11.6 By breaching the provisions of sub-Clauses 11.3 to 11.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site and/or the Inventory Management System will cease immediately in the event of such a breach.

12. Acceptable Usage Policy

12.1 You may only use Our Site and the Inventory Management System in a manner that is lawful and that complies with the provisions of this Clause 12. Specifically:

- 12.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- 12.1.2 you must not use Our Site and/or the Inventory Management System in any way, or for any purpose, that is unlawful or fraudulent;
- 12.1.3 you must not use Our Site and/or the Inventory Management System to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- 12.1.4 you must not use Our Site and/or the Inventory Management System in any way, or for any purpose, that is intended to harm any person or persons in any way.

12.2 When submitting User Data (or communicating in any other way using Our Site and/or the Inventory Management System), you must not submit, communicate or otherwise do anything that:

- 12.2.1 is obscene, deliberately offensive, hateful or otherwise inflammatory;
- 12.2.2 promotes violence;
- 12.2.3 promotes or assists in any form of unlawful activity;
- 12.2.4 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
- 12.2.5 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- 12.2.6 is calculated or is otherwise likely to deceive;
- 12.2.7 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
- 12.2.8 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- 12.2.9 implies any form of affiliation with Us where none exists;

- 12.2.10 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
- 12.2.11 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

12.3 We reserve the right to suspend or terminate your access to Our Site and/or the Inventory Management System if you materially breach the provisions of this Clause 12 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:

- 12.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site and/or the Inventory Management System and/or Services;
- 12.3.2 remove any User Data submitted by you that violates this Acceptable Usage Policy;
- 12.3.3 issue you with a written warning;
- 12.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- 12.3.5 take further legal action against you as appropriate;
- 12.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- 12.3.7 any other actions which We deem reasonably appropriate (and lawful).

12.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

13. Privacy and Cookies

Use of Our Site is also governed by Our Cookie and Privacy Policy available from https://www.nextaisolutions.com/privacy&cookie.policy. This policy is incorporated into these Terms of Use by this reference.

14. Changes to these Terms of Use

14.1 We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

14.2 In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

15. Contacting Us

To contact Us, please email Us at info@nextaisolutions.com or using any of the methods provided on Our contact page.

16. Communications from Us

16.1 If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, Our Terms of Sale, and changes to your Account.

16.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an un-subscribe link. If you opt out of receiving emails from us at any time, it may take up to 5 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

17. Data Protection

We will only use your personal information as set out in Our Privacy Policy, available from https://www.nextaisolutions.com/privacy&cookie.policy.

18. Law and Jurisdiction

18.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

18.2 Any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

www.nextaisolutions.com