

# OBITEK

167-169, Great Portland Street, 5th Floor, London, W1W 5PF

## TERMS AND CONDITIONS: The SHARP System

These terms and conditions (the "Terms and Conditions") govern the use of <https://thesharpsystem.com/> (the "Site"). This Site is owned and operated by Obitek Ltd. This Site is The SHARP System.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Effective from the 17th day of October, 2023, the management and operation of this Site have been taken over by Obitek Ltd. Consequently, Obitek Ltd shall not be held liable or responsible for any incidents, claims, liabilities, or obligations arising from the use of this Site that occurred prior to this date. All such incidents are the sole responsibility of the Site's previous operators and owners.

Users acknowledge and agree that Obitek Ltd, from the date of takeover, assumes responsibility only for its own actions and for the management of the Site going forward. Any claims or liabilities arising from incidents or actions that took place before October 17, 2023, should be directed towards the previous operators of the Site.

This clause does not affect your statutory rights as a user or any rights you may have under existing laws.

### Intellectual Property

All content published and made available on our Site is the property of Obitek Ltd and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent;

OBITEK LIMITED

Company number: 15215584

Registered office address: 167-169, Great Portland Street, 5th Floor, London, W1W 5PF

# OBITEK

- Post any material that may be deemed inappropriate or offensive;

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to do any of the following:

- False Reporting: Make fabricated or misleading claims through the reporting system.;
- Misuse of Anonymity: Exploiting the anonymous reporting feature for malicious or non-constructive purposes;
- Spamming: Sending irrelevant, repetitive, or excessive messages through the message function;
- Harassment or Bullying: Using the platform to harass, bully, or intimidate other users;
- Illegal Activities: Engaging in or promoting illegal activities through the system;
- Inappropriate Content: Posting or sharing content that is offensive, obscene, or inappropriate for an educational setting.;
- Personal Information Misuse: Sharing or exploiting personal information of others without consent.;
- Impersonation: Misrepresenting identity to mislead or deceive other users or administrators.;
- Hacking or Unauthorised Access: Attempting to breach or circumvent security measures of the platform.;
- Interference: Actions that disrupt or interfere with the functioning of the platform. Violation of Privacy Policies: Failing to adhere to the platform's privacy policies.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

## Accounts

When you access the site to use its features or create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Additionally, you agree to the following financial terms:

3. **Payment of Fees:** If your use of the Site or any of its services requires payment of fees (as detailed in the applicable service or subscription agreement), you agree to pay all the applicable fees as set forth in such agreements.
4. **Non-Payment and Suspension of Services:** In the event of any failure by you to make payment, your account and access to the Site and its services may be frozen, suspended, or terminated, in accordance with the terms of the service or subscription agreement. Such suspension or termination for non-payment may result in the loss of access to and use of your account and its content.

OBITEK LIMITED

Company number: 15215584

Registered office address: 167-169, Great Portland Street, 5th Floor, London, W1W 5PF

# OBITEK

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

## Limitation of Liability

Obitek Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site or any content submitted through the Site that damages your organisation.

## Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Obitek Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of use of our Site or your violation of these Terms and Conditions.

## Applicable Law

These Terms and Conditions are governed by the laws of the Country of England.

## Dispute Resolution

In the event of any dispute arising between you and Obitek Ltd under these Terms and Conditions, the following process shall be followed:

1. **Initial Attempt for Resolution:** Both parties shall first attempt to resolve the dispute through informal negotiation, which should be initiated by a written notice from one party to the other. Obitek Ltd shall have the discretion to determine the format of this informal negotiation.
2. **Mediation as a Preferred Method:** If informal negotiations do not resolve the dispute within a period specified by Obitek Ltd, the dispute shall be submitted to non-binding mediation. The mediator will be selected by Obitek Ltd and should be a neutral party. The purpose of mediation will be to facilitate a resolution and not to adjudicate or issue binding decisions.
3. **Arbitration as Final Resort:** In case mediation fails to resolve the dispute, the issue will then be submitted to binding arbitration, with the arbitrator being appointed by Obitek Ltd. The arbitration process will be governed by the rules set forth by Obitek Ltd, and the decision rendered by the arbitrator shall be final and binding on both parties.
4. **Costs of Mediation and Arbitration:** The costs for mediation will be borne by the party initiating the mediation. In the case of arbitration, the losing party shall bear all the costs associated with the arbitration process.
5. **Limited Court Actions:** Notwithstanding the above, both parties retain the right to seek relief in small claims court for disputes or claims within the scope of its jurisdiction. Additionally, either party may seek injunctive relief or address issues related to intellectual property infringement in a court of competent jurisdiction.

This dispute resolution provision will be the laws of the Country of England and will be subject to any specific rules Obitek Ltd may establish in relation to the dispute resolution process.

OBITEK LIMITED

Company number: 15215584

Registered office address: 167-169, Great Portland Street, 5th Floor, London, W1W 5PF

# OBITEK

## Additional Terms

- **General Use Disclaimer:** The SHARP System is provided for support and informational purposes only. It is not intended as a substitute for professional advice or emergency services.

**Reporting Feature Disclaimer:** The reporting feature is intended for non-emergency situations. In case of an emergency, users should contact the relevant emergency services directly.

**Accuracy of Information:** While every effort is made to ensure the accuracy of the information on this website, the SHARP System does not warrant that all information is complete, reliable, or error-free.

**External Links:** The SHARP System may contain links to external websites that are not provided or maintained by or in any way affiliated with the SHARP System. We do not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

**Non-Endorsement:** Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by the SHARP System.

**Limitation of Liability:** The SHARP System and its affiliates, officers, employees, agents, partners, and licensors will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages resulting from your access to or use of, or inability to access or use, the website and its services.

**Changes and Amendments:** We reserve the right to modify this disclaimer or its terms relating to the website and services at any time, effective upon posting of an updated version of this disclaimer on the website.

**No Legal or Professional Advice:** The information available through the SHARP System is not a substitute for legal or other professional advice where the facts and circumstances warrant.

**Use at Your Own Risk:** All users access and use the website and its content at their own risk. The SHARP System does not guarantee that the website is free from viruses or other harmful components.

**Data Use and Privacy:** Any personal information submitted through the SHARP System is subject to our Privacy Policy, which governs the collection and use of your information.

OBITEK LIMITED

Company number: 15215584

Registered office address: 167-169, Great Portland Street, 5th Floor, London, W1W 5PF

# OBITEK

User Responsibility: Users are responsible for their actions and contributions on the SHARP System and must comply with our terms and conditions.

Jurisdiction and Applicable Law: The terms of this disclaimer are governed by the applicable laws of England, and any disputes will be subject to the exclusive jurisdiction of the courts of that jurisdiction.

## Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

## Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

## **Warranty of Ownership and Rights for Uploaded Content:**

By uploading your organization's logo, information, or any other content to this Site, you warrant and represent that you have the legal right and authority to use and share this content. This includes, but is not limited to, the assurance that:

1. **Ownership and Copyright:** You own or have the necessary licenses, rights, consents, and permissions to use and to authorize us, the Site, and other users of the Site to use the intellectual property and other proprietary rights in and to any such content, in the manner contemplated by the Site and these Terms and Conditions.
2. **No Infringement:** The content you upload does not and will not infringe upon the rights of any third party, including without limitation any intellectual property rights, privacy rights, and rights of publicity.
3. **Accuracy and Lawfulness:** The information and content provided are accurate and not misleading, and the use and posting thereof do not violate any applicable laws or regulations or any terms of service of this Site.
4. **Liability for Unauthorized Content:** You will be solely responsible and liable for any and all damages or losses that arise from any content you upload that you do not have the rights to use. You agree to indemnify and hold harmless the Site, Obitek Ltd, its affiliates, officers, agents, and employees from any claim or demand made by any third party due to or arising out of content you submit, post, transmit, or make available through the Site.

OBITEK LIMITED

Company number: 15215584

Registered office address: 167-169, Great Portland Street, 5th Floor, London, W1W 5PF

# OBITEK

Obitek Ltd reserves the right to remove any content that is found to be in violation of these warranties, our terms and conditions, or any applicable laws or regulations, without prior notice and at our sole discretion.

## Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

01513 451979

support@thesharpsystem.com

167-169, Great Portland Street, 5th Floor, London, W1W 5PF

You can also contact us through the feedback form available on our Site.

Effective Date: 17th day of October, 2023

OBITEK LIMITED

Company number: 15215584

Registered office address: 167-169, Great Portland Street, 5th Floor, London, W1W 5PF