

Terms of Service

Your use of Our Service (whether or not You have signed these Terms of Service and/or registered with Us) and/or opening and account with Us, is as an acknowledgement that you have read, understood and accept these Terms of Service.

The Service and the Site are operated and provided by Alert Cascade Limited (company number 09502529), having it's registered office at 26 York Street, London, W1U 6PZ, which trades as Alert Cascade. If you have any questions regarding these Terms of Service, please contact us at sales@alertcascade.co.uk or on +44 (0) 203 50 30 999. These Terms of Service refer to the following additional policies, which also apply to your use of our site and our service:

- Our Privacy Policy, which can be found on our website, www.alertcascade.co.uk
- Our Website Acceptable Use Policy which can be found on our website, www.alertcascade.co.uk
- Our Cookie Policy which can be found on our website, www.alertcascade.co.uk

1. Definitions and interpretation

1.1 In these Terms of Service, the following definitions apply:

- 1.1.1 **Account Manager** shall mean the person or persons within Alert Cascade who is your point of contact for the service and who manages your account with us.
- 1.1.2 **Cookie Policy** shall mean our policy (which can be found on our site) that sets out information about the cookies on our site and any amendments, updates and versions of this policy from time to time
- 1.1.3 **Contact details** shall mean an email address and associated information such as name, telephone number and other personal information uploaded and stored in your account or on our platform
- 1.1.4 **Content** shall mean any text, graphics, photos, data, software, music, sound or other materials uploaded to or sent through or submitted through our platform or otherwise used by you when you are using our service
- 1.1.5 **Message** shall mean SMS text message, email and/or voice call
- 1.1.6 **Our, Alert Cascade, Us or We** shall mean Alert Cascade Limited
- 1.1.7 **Privacy Policy** shall mean Our policy (which can be found on Our site) which sets out Our procedures for gathering, disclosing and managing Our customers data and any amendments, updates and versions of this policy from time to time
- 1.1.8 **Policies** shall mean the Cookie Policy, the Privacy Policy and Website Acceptable Use Policy and any other terms and policies incorporated from time to time.
- 1.1.9 **Service** shall mean any and all services provided by Us including but not limited to the services set out in clause 3 of these Terms of Services

- 1.1.10 **Site** shall mean Our websites, www.alertcascade.co.uk and alertcascade.net, and any other website which We use to provide any of the Service.
- 1.1.11 **Terms of Service** shall mean these terms of service together with the Policies and any amendments, updates and versions of these terms of service from time to time.
- 1.1.12 **You** shall mean the person or the company or entity using the Service or any party of it and **You** and **Yourself** shall be construed accordingly.
- 1.1.13 **Website Acceptable Use Policy** shall mean Our policy (which can be found on Our Site) which sets out the terms on which visitors are permitted to use the features of Our Site and any amendments, updates and versions of this policy from time to time.

- 1.2 We may modify, update and/or change these Terms of Service without notice to You and unless stated to the contrary, all previous versions of the Terms of Service shall be superseded by the most recent version, which will be available on the Site. You are responsible for reviewing the most recent version of the Terms of Service and being aware of any changes. Continued use of the Service after a change to the Terms of Service constitutes Your acceptance of such change and You shall immediately be bound by the most recent Terms of Service each time You use the Service.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2 Basis of contract

- 2.1 If you are opening an account with Us on behalf of a business or organisation, You hereby confirm that You have authority to do so.
- 2.2 Your account will be deemed active on the earlier of when You have agreed to Our Terms of Service and/or registered with Us and/or used Our Service, on which date You will have entered into a binding contract with Alert Cascade as set out in these Terms of Service.

3 Our Service

- 3.1 We provide an online mass messaging service to Our customers, with access to various resources to assist you in sending and receiving Messages through Our platform.
- 3.2 The Service provided by Us to You and Your Use of Our Site shall be subject to these Terms of Service.
- 3.3 We reserve the right at any time to modify, change, suspend and/or discontinue Our Service (or any part thereof), whether permanently or temporarily without notice to You.
- 3.4 As part of providing the Service, We may need to send You announcements and messages. You may not be able to opt-out of receiving such communications whilst using the Service of having an account with Us. You consent to the use of Your Contact Details by Alert Cascade for these purposes.
- 3.5 As an account holder, You have a personal, non-assignable and non-exclusive license to use the software that is provided to You by Us as part of the Service for the sole purpose of allowing You to use the Service, in the manner permitted by these Terms of Service and all applicable laws, regulations and industry codes of practice.

- 3.6 We give no warranties that the Service will be provided in a timely manner free from interruptions or errors or that Messages will be delivered.
- 3.7 You will be charged for every Message you send regardless of the final delivery status of the Message and We shall not be liable for any Message not delivered or not delivered within a reasonable period of time.
- 3.8 We are not responsible for the back-up of any information including Content and Contact Details that You use as part of the Service and shall not be liable for any loss of such information.
- 3.9 We shall not be liable for any loss resulting from failed or late delivery of the Service.

4 Our Site

- 4.1 Our Site is controlled and operated by us from England. We do not make any representation that our Site, its contents or the Service are appropriate or suitable for use in countries other than England, or that they comply with any legal or regulatory requirements in any other countries. In accessing the Site, You do so at Your own risk and on Your own initiative, and are responsible for compliance with local laws, to the extent any local laws are applicable. If it is prohibited to make this Site, its content or the Service (or any part of thereof) available in Your country, or to You (whether by reason of nationality, residence or otherwise, this Site, its content or the Service (or any part of thereof) are not directed at You).
- 4.2 You may link to the home page of Our Site, 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 Our Site in any website that is not owned by You. Our Site must not be framed on any other website, nor may You create a link to any part of Our Site other than the home page. We reserve the right to withdraw linking permission without notice. The website to which You are linking must comply in all respects with the content standards set out in Our Website Acceptable Use Policy which can be found on Our website, www.alertcascade.co.uk.
- 4.3 If You wish to make any use of content on Our Site other than that set out above, please contact Us at sales@alertcascade.co.uk.

5 Availability of Our Site and Our Service

We try to ensure that the Site and the Service are available to You at all times. However, there may be occasions where We are forced to withdraw the Site or Service for periods of time. While We shall endeavour to limit any such period, We shall not be liable for any loss suffered resulting from the Site or Service being unavailable.

6 Suspending and varying the Site and the Service

Sometimes We will update the Site and the Service in an effort to ensure We provide the most up to date and efficient Service. This may involve varying the technical specifications set out on the Site or otherwise communicated to You. This may involve suspending access to the Site or Service for a period of time and We hereby reserve the right to suspend access to the Site or Service for such reasons and in addition to this for operational reasons such as repairs, maintenance, upgrading the functionality of the Service and the Site or for the introduction of new Services. We shall endeavour to limit the frequency and duration of these disruptions.

7 Your account and registration

- 7.1 There are two ways to open an account with Us:
- 7.1.1 by registering on Our Site; or
 - 7.1.2 by contacting Us to set up an account for You.
- 7.2 When creating an account with Us, You will be asked to provide details and information about Yourself. All data submitted to Us in accordance with this clause 7 will be handled in accordance with Our Privacy Policy which can be found on Our website, www.alertcascade.co.uk.
- 7.3 You agree that We are entitled to treat any use of Your account under Your username and password as use by You.
- 7.4 If You are under the age of 18, You are not authorised to use Our Service, register with Us and/or open an account with Us. You warrant and represent to Us that You are at least 18 years old. We may close or suspend Your account at any time if You are or if We suspect You are under the age of 18.
- 7.5 You are only entitled to set up 1 account with Us, unless otherwise agreed with Us. We reserve the right to cancel any accounts operated or registered by You where We find that You have more than 1 account.
- 7.6 We suggest that You to use a “strong” password, to provide for greater security and We will not be liable for any loss or damage arising from Your failure to protect the security of Your account. We will provide You with a replacement password and/or username upon request, provided You meet the appropriate security checks. We will not be liable for any loss You suffer as a result of You forgetting Your username and password.
- 7.7 We reserve the right to require You to change Your password and username at any time, without cause.
- 7.8 You agree to indemnify Alert Cascade against all claims made against Us in respect of use of Your account.

8 Your use of the Service and Your obligations

- 8.1 Alert Cascade accepts no liability for any breach of Your obligations under these Terms of Service. We provide the Service as a medium between You and third parties and We are in no way responsible for Your use of the Service.
- 8.2 You will comply with all applicable laws, regulations and industry codes of practice in relation to Your use of the Service.
- 8.3 You agree that You are solely responsible for:
- 8.3.1 maintaining Your account and Contact Details and ensuring that the information provided by You is true, accurate, complete and not misleading at all times;
 - 8.3.2 maintaining the confidentiality of Your password, username and account;
 - 8.3.3 all activities that occur on and through use of Your account and the Service whether authorised by You or not and any consequences and/or liability in respect thereof;
 - 8.3.4 Your conduct in using Your account and the Service and any consequences thereof;

- 8.3.5 the Content that You send via the Service and any consequences and/or liability in respect thereof;
- 8.3.6 backing up any Content, Contact Details or other information that You store or send through Us.
- 8.4 You warrant and represent that You shall not use the Service:
 - 8.4.1 to initiate the sending of unsolicited advertising or promotional material including, without limit, junk-mail for commercial or non-commercial purposes;
 - 8.4.2 to send anything which consists of or contains viruses;
 - 8.4.3 to do anything that will harm Our reputation and Our good will with Our customers or otherwise;
 - 8.4.4 to store or send any Sensitive Personal Data (as defined in the Data Protection Act 1998 (DPA)) or any bank account details, personal identification numbers, passwords and medical information and any confidential information.
 - 8.4.5 In the case of 11.4.3 above, what is harmful to Our reputation and Our good will shall be determined at Our sole discretion;
 - 8.4.6 You agree to indemnify Alert Cascade from any loss suffered resulting from Your breach of Your legal obligations when utilising the Service. This indemnity includes loss suffered due to damage caused to Our reputation resulting from Your breach.

9 Your Content and Your obligations

- 9.1 Any Content You create during the use of the Service is owned by You and You are responsible for the Content.
- 9.2 By submitting and sending Content through Us and uploading it to Our platform, You grant us permission to store, process and transmit the Content as necessary to deliver the Service.
- 9.3 In order to deliver the Service, We may need to modify the Content as necessary to meet any requirements or limitations of any network operators, devices, services or media.
- 9.4 You are responsible for the use of any Content (other than any use by Us in breach of these Terms of Service) and for any consequences thereof, including the use of the Content by the recipients of the Content.
- 9.5 You represent and warrant that You have obtained all the necessary licenses, permissions, consents, rights, and have the power and authority necessary to use, upload and publish the Content and any other material You have used and send via the Service and grant the rights granted herein to any Content and any other material You have used and send via the Service.
- 9.6 You represent and warrant that:
 - 9.6.1 any Content You create or provide, will not: infringe any third party intellectual property rights; be abusive; be unlawful; be pornographic; be libellous; racist or discriminatory in any way;
 - 9.6.2 the Content provided by You shall not constitute a criminal offence or give rise to a civil action against You or Us;

- 9.6.3 where You are a business user using the Service for direct marketing purposes You will comply fully with the applicable direct marketing and advertising industry guidelines and codes at the time of using the Service.
- 9.7 You agree to indemnify Alert Cascade against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Alert Cascade arising out of or in connection with Your Content.
- 9.8 We may remove or refuse to transmit Content without notice, at Our sole discretion, and without liability to You.
- 9.9 We will not monitor, edit or remove any of Your Content before it is transmitted as part of the Service and any transmission of the Content or other use of the Content in connection with the Service does not constitute acceptance by Us that the Content does not breach these Terms of Service.
- 9.10 We reserve the right to review Content which has already been sent, in response to a complaint received by a third party.
- 9.11 We reserve the right for any reason to access, read, preserve and disclose any of the Content whether or not it has been transmitted, where, particular, We believe it necessary to do so in order to do the following, which is not an exhaustive list:
- 9.11.1 comply any applicable laws, regulations, police, regulator, legal process or governmental request;
 - 9.11.2 enforce these Terms of Service, including investigating any potential breach thereof;
 - 9.11.3 detect, prevent or otherwise address fraud, security or technical issues;
 - 9.11.4 respond to request or query from a third party who has received the Content;
 - 9.11.5 protect the rights, property or safety of Alert Cascade, its users, its staff, its officers, its agents, its advisers and the public.
- 9.12 Any commercial Content should also be clearly identified as such and should contain the name of the natural or legal person on whose behalf it is being sent. Any promotional offers or games must be clearly identified as such.

10 Your Contacts

- 10.1 It is Your responsibility to ensure Your Contacts have expressly consented to the use of their data in relation to the Service and You represent and warrant that You have properly obtained such consent from each Contact within the last 12 months and that such consent has not been withdrawn. You are responsible for ensuring that You have the necessary permission to transfer Contacts to Us and to allow Alert Cascade to receive and process data and send communications to Your Contacts on Your behalf.
- 10.2 You warrant and represent that You will comply with all laws and regulations, including data protection, electronic commerce, electronic communication and privacy laws, that apply to the collection, storage, transfer and use of Contact Details contained in Your account. You agree that You are solely responsible for ensuring such compliance.

- 10.3 You must be able to provide written evidence to Us on request of each Contact's "opt-in" to Your database.
- 10.4 We have the right to permanently block Your ability to send Messages to third parties and We are under no obligation to inform You of that a block has been placed before doing so.
- 10.5 We reserve the right to keep records of how Your Contacts interact with links across Our Service, including, but not limited to, recording whether Your Contact has clicked a link provided as part of the Service, the time of click, the number of times the link was clicked and Internet protocol (IP) address. We do this to help provide You with reports on Your Contacts' interactions if requested by You and provided at Our sole discretion. In order to do this, We may need to shorten links and this will be done automatically and We accept no liability for the linked content.
- 10.6 You agree to indemnify Alert Cascade against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Alert Cascade arising out of Your failure to obtain such consent from Contacts to use Contacts Details and other data in relation to the Service and any use You make of Contacts Details and other data.
- 10.7 You warrant and represent that all Contact Details provided (including Your own) are true, accurate, complete and not misleading at all times and You agree to indemnify Us from any claim made against Us or loss suffered by Us resulting from a breach of this clause 10.7, Should You provide false information and data to Us or fail to adequately update this information or data We retain the right to cancel or suspend Your account without notice.

11 "opt-out"

- 11.1 You agree that We can temporarily or permanently "opt-out" one or more of Your Contacts or any of their Contact Details at any time for any reason including a request to "opt-out" from the Contact directly and/or a network operator. You cannot re-"opt-in" a Contact unless they subsequently agree to receive communications from You.
- 11.2 We bear no responsibility for ensuring You comply with the applicable laws and regulations, this is entirely Your responsibility and We will not be liable for any breach of these obligations by You.

12 Intellectual property

- 12.1 We are the owner or the licensee of all intellectual property rights in Our Site and the Service.
- 12.2 All material published on the Site is protected by copyright laws and treaties around the world. All such rights are reserved.
- 12.3 You may print off one copy, and may download extracts, of any page(s) from Our Site for Your personal use and You may draw the attention of others within Your organisation to material posted on Our Site.
- 12.4 You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

- 12.5 Our status (and that of any identified contributors) as the authors of material on Our Site must always be acknowledged.
- 12.6 You must not use any part of the material on Our Site for commercial purposes without obtaining a licence from Us to do so.
- 12.7 If You print off, copy or download any part of Our Site in breach of these Terms of Service Your right to use Our Site will cease immediately and You must, at Our option, return or destroy any copies of the materials You have made.
- 12.8 You acknowledge and agree that We and/or Our licensors own all intellectual property rights in the Service. These Terms or Service does not grant You any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service.
- 12.9 Nothing in these Terms of Service gives You the right to use the Alert Cascade name or any of Our trade marks, logos, domain names and other distinctive brand features.