

If You are not clear about anything You are signing up to, [please talk to us](#).

### Definitions

**“Integra”, “Our” and “We”** means Integra Planner Limited, Registered Limited Company 10084838 in England and Wales. Integra owns and operates the Services and is known as “Integra”.

**“Contract”** means the contract between the Client and Integra for the Services.

**“Client”** means the Individual or legal entity that enters into a Contract with Integra to supply Services. Example Clients are festival and conference organisers or membership organisations.

**“Content”** means all visual, written or audible data, information or material including, without limitation: documents, spreadsheets, text messages, form entries, web pages, images, diagrams, presentations, media and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Services. All Our Content is Copyright.

**“Personal data”** means personal information that identifies You.

**“Services”** means Integra’s Systems, websites, mobile apps and all Our software.

**“Support”** means the technical support for Integra Services.

**“Systems”** means the websites, mobile apps and all Our software and infrastructure to host Services.

**“System Administrators”** means the limited group of Users, which the Client authorises, with highest level of permission in the System and are Our primary contacts for Services, training and Support. For example, event managers, supervisors and team members.

**“Terms”** means the legally binding terms and conditions of Integra.

**“User” “You”** means those who create an Integra account to access Services. Users will typically include customers, people working for the Client, volunteers and employees for festivals, venues, conferences or organisations.

**“User Devices”** means computer, mobile device or other equipment that is used to access the Services.

**“Website”** means all Integra websites to access Our Systems or market Our Services.

## Summary

- All Users must accept these Terms.
- You can create a User account on Our Systems.
- We cannot see Your password, but You can reset Your password at any time.
- This account must be set up in Your name, with a valid email address, accessible only to You.
- You may not share Your User account, and must keep Your login credentials secure.
- You may not create multiple User accounts, but can add other role specific emails to Your User account.
- You are responsible for any activity carried out using Your User account.
- You must not attempt to hack or deliberately misuse Our Systems.
- You must not use Our Systems for illegal activities or for unauthorised distribution of copyright material.
- We will use Your Personal Data to supply You with Our Services for Our Clients

### 1. Your rights as the User and Our obligations to You

1.1 By creating a User account with Integra, You agree to the following Terms and any limitations of Integra's obligations in these Terms between Integra and the Client.

### 2. Services and Grant of Rights

2.1 Subject to these Terms, Integra grants to the User, a non-transferable, non-exclusive, non-sub licensable limited term right to access and use the Services.

2.2 Changes to the Terms most relevant for Clients will affect Your Terms. The Client can change the Services provided to the User or impose User access restrictions. Such actions may include, without limitation, administrative actions by the Client, instructions issued by the Client to Integra and actions due, but not limited to, reorganisation, discontinuation of an employment or volunteering contract or consulting relationship with the Client.

### 3. User Obligations

3.1 The User must provide correct information regarding the User's identity and the contact details, in particular providing their real name and an active email address. User personal information must be current and can be reviewed and updated at any time, by logging into Your account.

**3.2** The User is responsible for monitoring their User Devices and any activity carried out using Your User account. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services will be the responsibility of the User.

**3.3** The User is responsible for monitoring their Content and is liable to Integra to ensure that Content and use of the Services in any manner will not result in:

- a. the infringement of any copyright;
- b. the dissemination of a business secret;
- c. incitement of a third party to commit or participate in a crime;
- d. being understood to constitute a threat;
- e. the use of the Services in any manner that is incompatible with the purpose intended;
- f. the violation of national law;
- g. infringes any Third Party licenses;
- h. the injury a third party reputation; or
- i. the prevention or disruption to other computer communications, mobile telephone or other communication device or prevent or disrupt the equipment employed in the use of the Services.

**3.4** The User is obligated to notify Integra if they suspect any breach of security provisions.

**3.5** The User must follow the help provided and can seek further Support if needed. If the User misuses the Services that results in extraordinary Support from Integra to correct the consequence of misuse, the Support cost is chargeable to the Client, who may decide to reclaim this from the User.

**3.6** You may access Our Services only via Our Systems. You may not use Your own automated means (such as harvesting bots, robots, spiders, scrapers or any other means) to access Our other Services, unless You have explicit prior written permission from Integra.

**3.7** When a System Administrator or Administrator enters Your data to start creating a User Account for You, they will email You to invite You to complete the set-up by setting-up a password, entering Your details, accepting the Terms and confirming Your email to complete Your User Account creation.

#### **4. Security, Passwords, etc**

**4.1** The User will only create one User account in any of Our Services.

**4.2** The User will ensure that the User identity and/or password is stored and used in a secure manner and cannot be accessed by third parties. If You intentionally or negligently reveals the User identity and/or password to a third party, the User is liable for losses or damage incurred by Integra, the Client or any third party.

**4.3** If You suspect a third party has become aware of Your User identity and/or password the User must inform Integra immediately, if You delay or fail to notify Integra the User is liable for losses or damage incurred by Integra, the Client or any third party.

**4.4** You can read more about Our System security in the help section of the System.

## **5. Your Privacy**

**5.1** Integra's **Privacy Notice** explains how We collect, use, disclose, transfer, store and share Your data, along with the choices that You have with Your data. The Privacy Notice forms an intrinsic part of these terms. Other terms may apply to you.

## **6. Changes to these Terms**

**6.1** Integra reserves the right to amend the Terms any time without prior notice. The User will be informed of such amendments by email or with a notice on the Systems. Every time You wish to use Our Services, please check these Terms to ensure You understand the terms that apply at that time. These Terms replace all previously published Terms.

## **7. How You may use material on Systems**

**7.1** Integra is the owner or the licensee of all intellectual property rights in the Systems, and in the material published on it. Copyright laws and treaties around the world protect those works. All such rights are reserved.

**7.2** You may print off one copy of unrestricted material, and may download extracts, of any unrestricted page(s), for example: meeting agenda, Your notes, Your event schedule; from the Systems for your personal use and you may draw the attention of others within your organisation to Content posted on the Systems.

**7.3** You must not modify the paper or digital copies of any restricted materials you have printed off or downloaded in any way, for example: invoices or event badges; and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

**7.4** Our status (and that of any identified contributors) as the authors of Content on the Systems must always be acknowledged.

**7.5** You must not use any part of the Content on the Systems for commercial purposes without obtaining a licence to do so from Integra or Integra's licensors.

**7.6** If You print off, copy or download any part of the restricted materials in breach of these terms of use, your right to use the Services will cease immediately and you must, at Our option, return or destroy any copies of the materials you have made.

## **8. Information on the Systems**

**8.1** Although We make reasonable efforts to update the information the Systems, We make no representations, warranties or guarantees, whether express or implied, that the Content on the Systems is accurate, complete or up to date.

## **9. We are not responsible for websites We link to**

**9.1** Where the Systems contains links to other sites and resources provided by third parties, these links are provided for Your information only. Such links should not be interpreted as approval by Integra of those linked websites or information You may obtain from them.

**9.2** We have no control over the contents of those sites or resources.

## **10. User generated content is not approved by Integra**

**10.1** The Systems may include information and materials uploaded by other Users of the Systems, including to discussion forums, bulletin boards and chat rooms. This information and these materials have not been verified or approved by Integra. The views expressed by other Users on the Systems do not represent Our views or values.

**10.2** If You wish to complain about information and materials uploaded by other Users please contact [Integra](#).

## **11. Our responsibility for loss or damage suffered by You**

**11.1** Whether You are a consumer or a business User:

- a. We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

**11.2** If You are a business User:

- a. We exclude all implied conditions, warranties, representations or other terms that may apply to the Systems or any Content on it;
- b. We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - a. use of, or inability to use, the Systems; or
  - b. use of or reliance on any Content displayed on the Systems.

**11.3** In particular, We will not be liable for:

- a. loss of profits, sales, business, or revenue;
- b. business interruption;
- c. loss of anticipated savings;
- d. loss of business opportunity, goodwill or reputation; or
- e. any indirect or consequential loss or damage.

**11.4** If You are a consumer User:

- a. If defective digital Content that We have supplied, damages a device or digital Content belonging to you and this is caused by Our failure to use reasonable care and skill, We will either repair the damage or pay you compensation.

**12. Governing Law and Disputes**

**12.1** These Terms and the ensuing relationship between Integra and the User is governed by, the laws of England and Wales.

**12.2** In the event of any dispute relating to these Terms, the parties agree to initially, make a full and good faith attempt to resolve such dispute by negotiation at an executive level, to the extent reasonable under the circumstances, prior to commencing court proceedings.

**12.3** Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, both parties will exhaust every effort to settle by arbitration. The language in the arbitration proceedings will be English.

**End of User Terms – Version 2018.1**