

Terms of service

Last updated: 21 February 2021
Effective from: 1 April 2021

<https://styleci.io/> ('StyleCI'/'Website') is provided by Graham Campbell Technology Ltd ('we'/'us'/'our'). We agree to furnish services to the Subscriber (the 'Subscriber', 'user', 'you' or 'your'), subject to the following Terms of Service. Use of our Website constitutes acceptance and agreement to StyleCI's Terms of Service. Please read these terms carefully before accessing or using the service. By accessing or using any part of StyleCI, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions, then you may not access the service.

1. Use of services

- 1.1 You may use our services, provided that you are of legal age to form a binding contract and are not barred from receiving such services under the laws of England. In order to access our services, you are required to provide current and factual identification, contact, and other information as part of the registration process.
- 1.2 You are responsible for the confidentiality of your account information and for all activities that occur under your account. You are solely responsible for all content within your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage as a result of your failure to provide us with accurate information or to keep your account secure.

2. Acceptable conduct

- 2.1 You are responsible for the actions of all users of your account and any data that is created, stored, displayed by, or transmitted by your account while using StyleCI. You will not engage in any activity that interferes with or disrupts our services or networks connected to StyleCI.

3. Prohibited usage

- 3.1 You agree that any of the below activities are considered prohibited usage and will result in immediate account suspension or cancellation without a refund and the possibility that we will impose fees; and/or pursue civil remedies without providing advance notice. If in doubt, always contact us first.
 - a. Misuse of System Resources: Intentional misuse of system resources, including but not limited to employing programs that consume excessive network capacity, CPU cycles, or disk IO.
 - b. Access to Other Computers or Networks without Authorization: Attempting unauthorized and/or illegal access of computers, networks and/or accounts not belonging to party seeking access. Any act which interferes with the services of another user or network. Any act relating to the circumvention of security measures.
 - c. Other activities viewed as Illegal or Harmful: Engaging in illegal activities or engaging in activities harmful to the operations of StyleCI or our customers.
 - d. Providing False Data on any Contract or Application: including fraudulent use of credit card numbers and/or addresses.
- 3.2 StyleCI and the services it provides may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation the law is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. Our services may not be used to facilitate infringement of these laws in any way.
- 3.3 You cannot use StyleCI if you provide (software for) the following professional services. If in doubt, always contact us first.
 - a. Accountancy.
 - b. Architectural Services.
 - c. Defence and Security.

- d. Safety Critical including Nuclear, Railway, Automotive, Aviation and Space.
 - e. Surveying.
 - f. Health Care or Medical Services.
 - g. Legal Advice.
 - h. Insurance.
 - i. Real Estate Agency.
 - j. Engineering Services including Civil Structural Mechanical or Electrical.
 - k. Investment Advice services including Loans/Financing, Pension Advice and Mortgage Broking Including Valuation.
- 3.4 You cannot use StyleCI on any of the following excluded types of software. If in doubt, always contact us first.
- a. Process Control Software.
 - b. Air Traffic Control Technology.
 - c. Command and Control for Any Moving Object including Satellites.
 - d. Financial Software including Payment Processing, Trading, and Auctioneering.
 - e. Hardware Manufacturers.
- 3.5 You can only enable StyleCI on repositories containing software for which the following is true.
- a. You do not foresee that a failure of any of your products or services could result in any loss of life or injury to a person.
 - b. You do not foresee that a failure of any of your products or services could result in any destruction or damage to physical property.
 - c. You take reasonable steps to ensure you have good license in any content including code.
 - d. The repository does not contain trade secrets or personal data.

4. Payments and billing

- 4.1 You agree that we or one of our resellers shall be permitted to charge your payment method on a monthly, annual, or other agreed upon basis in advance of providing services. Payment is due upon invoicing. Service may be interrupted on accounts that are past due. Accounts that are not collectable by may be turned over to an outside collection agency for collection.
- 4.2 Payments by Subscriber are non-refundable unless required by law, in the event of fraud, or at the discretion of us. We are likely to grant a refund on request of Subscriber for any payment authorised less than 14 days previous to the request if the StyleCI account has not been used during that period.
- 4.3 Partial refunds are not available in the event Subscriber wants to terminate their subscription early. Cancellation of a subscription will terminate Subscriber access immediately without refund.
- 4.4 Refunds may take up to 10 business days to be processed, after they are accepted by us. We endeavour to respond to all refund requests within 5 business days.
- 4.5 Subscriber must provide the full username or invoice ID when requesting a refund to allow identification of the payment. Subscriber's failure to provide sufficient information may further delay the process, at no fault of us.
- 4.6 Our order process is conducted by our online reseller Paddle.com. Paddle.com is the Merchant of Record for all our orders. Paddle provides all customer service inquiries relating to billing including questions about VAT and sales tax. Any applicable sales taxes and VAT is not included in the listed base prices and will be added at checkout.
- 4.7 Subscriber is aware that we may prospectively change the specified rates, charges, and administrative fees from time to time. 30 days' notice will be provided in such cases, where it affects customers. We also reserve the right to revoke discounts at any time, already applied or otherwise, without notice.

- 4.8 We do not accept any liability for any disruption in service or data loss caused as a result of cancellation or modification to subscription made by Subscriber, on behalf of Subscriber, or due to non-payment by Subscriber.
- 4.9 Neither are not responsible for any additional bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed by us or Paddle.com. Currency exchange settlements will be based on agreements between you and the provider of your credit card.
- 4.10 Pro-rated credits will not be issued for unused services when customer retains any active service.
- 4.11 Free trials last for 7 days unless specified otherwise, starting from 00:00 GMT on the day the trial was initiated, and are subject to fair usage.

5. Cancellation or suspension

- 5.1 We will use reasonable care in notifying the Customer and in resolving the problem in a method resulting in the least amount of service interference. We reserve the right to terminate service without notice.
- 5.2 If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity.
- 5.3 If at any time it becomes necessary for us to cancel a Customer's service without cause, we will provide 14 days advance notice.
- 5.4 You may cancel the service at any time by contacting us. Paid subscriptions can be cancelled using the self-service interface provided by Paddle.com or by contacting buyer support.
- 5.5 Cancellation of service does not relieve Subscriber of responsibility for the payment of all accrued charges.

6. Disclosure to law enforcement

- 6.1 The Terms of Service specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that we may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any court who sends us a valid Court Order, without further consent or notification to the Subscriber. In addition, we shall have the right to terminate all service set forth in this Agreement.

7. Use of services

- 7.1 You may use our services, provided that you are of legal age to form a binding contract and are not barred from receiving such services under the laws of England. In order to access our services, you are required to provide current and factual identification, contact, and other information as part of the registration process.
- 7.2 You are responsible for the confidentiality of your account information and for all activities that occur under your account. You are solely responsible for all content within your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage as a result of your failure to provide us with accurate information or to keep your account secure.

8. Security

- 8.1 Subscriber is solely responsible for maintaining the security of subscriber's code, created via the StyleCI service, or otherwise. We will not be held liable for bugs or errors, security related, or otherwise, or any damages.
- 8.2 If you find a vulnerability, please report it to us immediately at support@styleci.io. We ask that you do not publicly share the issue until it has been resolved.

9. Warranty disclaimer

- 9.1 We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding: which Subscribers gain access to the services; what content you access via the services; or how you may interpret or use the content.

- 9.2 You release us from all liability for you having acquired or not acquired content through the services. We make no representations concerning any content contained in or accessed through the services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or content contained in or accessed through the services.
- 9.3 THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, CONTRACTORS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

10. Limitation of liability

- 10.1 You acknowledge that the Website has not been developed to meet your individual requirements.
- 10.2 Except as expressly and specifically provided in this Terms of Service:
- a. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Terms of Service.
 - b. We will have no liability for the transmission of a Virus to any computer or systems used by the Client.
 - c. StyleCI is provided to you on an "as is" basis, however, we will use reasonable endeavours to provide you with current and accurate data.
- 10.3 In the event that there is a fault with StyleCI including changes made to your repositories, we will not have any liability to you for the following.
- a. Any loss or corruption of data or information.
 - b. Any losses that you may incur including defamation.
 - c. Any additional charges that you may be required to pay.
- 10.4 A non-exclusive list of items we accept no liability for are as follows.
- a. Loss of profits or business.
 - b. Depletion of goodwill and/or similar losses.
 - c. Loss of anticipated savings.
 - d. Loss of goods/contract/use.
 - e. Loss or corruption of data or information
 - f. Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 10.5 Our total liability to the other party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this Terms of Service will be limited to the following:
- a. \$100 during any Trial Period;
 - b. The fees paid or payable for the Services during the preceding 12 months (to be calculated on a pro rata basis to equate to 12 months of fees in total where the Licence Period is less than 12 months) during any Licence Period (other than the Trial Period).
- 10.6 You will indemnify and keep Graham Campbell Technology Ltd and its Affiliates, officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by us arising out of or in connection with any breach of this Terms of Service by Subscriber, or by any third party acting on the Subscriber's behalf.

11. Indemnity

- 11.1 We emphasize that in agreeing to the Terms of Service, Subscriber indemnifies us for any violation of the Terms of Service that results in loss to StyleCI or the bringing of any claim against us by any third-party. This means that if we are sued because of a Subscriber's or a Subscriber of a Subscriber 's activity, the Subscriber will pay any damages awarded against us, plus all costs and reasonable attorney's fees.

12. Changes

- 12.1 We reserve the right, at its sole discretion, to modify or replace any part of this agreement, further notice to you and this will be reflected by a "last modified" date above. It is your responsibility to check this agreement periodically for changes. Your continued use of or access to the Service following the posting of any changes to this agreement constitutes acceptance of those changes.
- 12.2 You agree that we may provide you with notices, including those regarding changes to the Terms of Service, by email, regular mail, or postings on our services. We reserves the right at any time modify or discontinue, temporarily or permanently, the service with or without notice.

13. Use of services

- 13.1 You may use our services, provided that you are of legal age to form a binding contract and are not barred from receiving such services under the laws of England. In order to access our services, you are required to provide current and factual identification, contact, and other information as part of the registration process.
- 13.2 You are responsible for the confidentiality of your account information and for all activities that occur under your account. You are solely responsible for all content within your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage as a result of your failure to provide us with accurate information or to keep your account secure.

14. Links to other websites

- 14.1 You hereby acknowledge that the Website may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that if you do so, this is solely at your own risk.
- 14.2 We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us.
- 14.3 We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. We do not endorse or approve any third party website nor the content of any of the third party website made available through the Platform.

15. Miscellaneous

- 15.1 The Terms of Service (including any policies, guidelines or amendments that may be presented to you from time to time) constitute the entire agreement between you and us and govern your use of our services, superseding any prior agreements between you and us for the use of our services.
- 15.2 No failure or delay by a party to exercise any right or remedy provided under this Terms of Service or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 15.3 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this Terms of Service are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.4 You shall not, without the prior written consent of Graham Campbell Technology Ltd, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Terms of Service. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Terms of Service.
- 15.5 Nothing in this Terms of Service is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have

authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 15.6 No one other than a party to this Terms of Service, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 15.7 If any provision or part-provision of this Terms of Service is or become invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Terms of Service.
- 15.8 You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

16. Law and jurisdiction

- 16.1 This Terms of Service and the relationship between you and us shall be governed by the laws of The England without regard to its conflict of law provisions. You and Graham Campbell Technology Ltd agree to submit to the personal and exclusive jurisdiction of the English courts.
- 16.2 This Terms of Service and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.