

Terms & Conditions

These terms & conditions for the services provided by V3ctor Ltd. Any entity using the services agrees to be bound by these terms & conditions.

V3ctor Ltd reserves the right to update or change these terms and conditions without notice. Any new features that augment or enhance the current Service, including the release of new tools or resources, shall be subject to these terms and conditions and the failure of V3ctor Ltd to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

Violation of any of the terms below may result in the suspension or termination of your Subscription or License to use the Service. Whilst V3ctor Ltd prohibits unauthorised conduct and content on the Service as indicated below, you may be exposed to such materials and you agree to use the Service at your own risk and V3ctor Ltd shall not be liable in such event.

1. Definitions

1. "Carrier" means a provider of delivery/transportation services;
2. "Confidential Information" has the meaning set out in Clause 11.2;
3. "Effective Date" means the date upon you first access the Service;
4. "Initial Period" is the contract term as detailed in the Order Form;
5. "Intellectual Property Rights" means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for or register the same (present, future and contingent), and including all renewals, extensions, revivals and all accrued rights of action);
6. "Insolvency Event" means: in relation to a corporate entity, any of the following events:
 1. a petition is presented applying for an administration order to be made in respect of the other party or a petition is presented or notice is given or an order is made or an effective resolution is passed for the liquidation or winding up (or any similar judicial process) of the other party;
 2. the other party seeks or enters into any composition or arrangement for the benefit of its creditors or convenes a meeting for the purpose of making such arrangement or composition or suffers or permits any distraint or distress proceedings or an encumbrancer takes possession or an administrative receiver or a receiver or manager is appointed of all or any part of its assets or undertaking or if it takes or suffers any similar action in consequence of debt or a judgment is entered and is not paid out within seven days; or
 3. the other party ceases or threatens to cease to carry on its business or substantially the whole of its business or disposes of its undertaking or stops payment or threatens to stop payment of its debts as and when they fall due or is deemed to be unable to pay its debts as they fall due within the meaning of section 123 Insolvency Act 1986;
7. "Order Form" means the documentation whether physical or on-line confirming an order with Us which sets out the requested Service, the Subscription Term, payment schedule and payment due dates as agreed between the Parties;
8. "Party" or "Parties" means Us and the User, each a Party and together the Parties;
9. "Renewal Period" means each extension after the Initial Term where a subscription has been renewed, either automatically or manually;
10. "Service" means all products or services provided by Us, ordered by the User, whether paid for or otherwise, and made available by Us to the User;
11. "Software" means all human readable, machine operable and all other forms of the software which comprise the Services and incorporating all forms of any modifications made to it by Us from time to time;
12. "Subscription Term" means the duration for which you subscribe to the Service comprising of the Initial Period and the Renewal Period;
13. "We", "Us", "Our" or "V3ctor" means V3ctor Ltd whose registered number is 16559729 and whose registered address is at V3ctor Ltd, 103 Washway Road, Sale, England, M33 7TY

14. "Website" means <https://v3ctor.ai> or such other website or subdomains on which we may make the service available;
15. "Working Days" means 9am-5pm (UK Time), Monday to Friday, excluding UK public holidays;
16. "User" means the individuals for whom a subscription has been ordered and who are authorised by you to access and use the Service; and
17. "you" means you, the person using our products, Service or visiting our Website and the company to which that person is a director, consultant, subcontractor, associate or an employee.

2. Description of Service

1. The Service shall be provided to you as set out in the applicable Order Form. Any new features which are subsequently added to the Service during the Term shall also be, unless agreed otherwise in writing, subject to these terms & conditions.
2. We cannot guarantee that the Service will be continuously available as the Service may be unavailable from time to time due to either:
 1. scheduled downtime for Service upgrades and/or maintenance; and/or
 2. any circumstances which are beyond Our control such as technical failures
3. We cannot guarantee any aspect of the Service which is reliant on third party services, such as Hosting, ISPs, Internet Security, Power, or critical sub-contracted services

3. Terms of Use

1. You must provide your full legal name, a valid email address and any other information requested, in order to complete the signup process.
2. You are responsible for maintaining the security of your account login information (username & password and any third factor authentication service) We cannot and will not be liable for any loss or damage from failure to comply with this security obligation. You must notify Us immediately in the event of loss of your username and password.
3. Upon subscription to Our Services, We hereby grant you a limited, non-transferrable, non-exclusive licence to use and access the Service solely for your internal business purposes provided that you shall not:
 1. licence, sub-licence, sell, resell, rent, lease, transfer, assign, distribute or otherwise exploit the terms of this licence or make the Service available for access or use by any person(s) other than the Users, unless expressly authorised, in writing, by Us;
 2. use the Service to process any data unlawfully or for any third party;
 3. allow any unauthorised access to, or use of, the Service. You must notify us immediately in the event that you become aware of any such unauthorised access to, or use of, the Service;
 4. modify, adapt, decipher, decompile, reverse engineer or otherwise attempt to determine the source code of the Software which makes up the Service except as otherwise expressly permitted by law;
 5. use the Service in an unlawful manner including, but not limited to, the infringement of any third party intellectual property rights or use of the Service in breach of any third party's privacy rights;
 6. use the Service in a manner that interferes with or disrupts the provision of the Service by Us to third parties;
 7. use the Service to upload, store or transmit any malicious code or other similar harmful software such as viruses, malware or trojan horses;
 8. use the Service to make any transmission, display or publication of any material which is of a defamatory, offensive, abusive or menacing character to any other person; or
 9. use the Service for any transmission, display or publication of any material in breach of the Data Protection Act 2018 (or any amending statute) dealing with data protection or similar legislation in any other country of any material which is confidential or is a trade secret.
4. You are responsible for ensuring that the Users comply with these terms and conditions and that Users do not access or use the Service in breach of these terms and conditions.

5. Where you have taken a subscription, you may not transfer your licence to use and access the Service to any third party;
6. You may not use the Services for any illegal or unauthorised purpose. You must not, during your use of this Service, violate any laws in your jurisdiction (including, but not limited to copyright laws).
7. You may not adapt the service in whole or in part in order to circumvent the fee structure.
8. You agree to indemnify Us against all and any losses, costs and expenses We may incur as a result of any breach by you of this clause.
9. You are solely responsible and strictly liable for validating and verifying that any; data inputs, configurations or other Services completed by Us, whether paid for or otherwise, are correct and accurate.

4. Billing, Invoicing and Refunds

1. You shall be billed for the Service in advance at the Effective Date and/or the start of each Renewal Period of your subscription term. Payments received from you by Us shall be on a non-refundable basis. There will be no refunds or credits for partial year or months of Service, upgrade/downgrade refunds, or refunds for months where you have not used the service.
2. We reserve the right to suspend or terminate access to the Service upon seven (7) days written notice to you in the event of late or non-payment of Our invoices.
3. Notwithstanding the payment schedule for the Services to which you have subscribed, certain Services may incur additional charges which will be invoiced monthly to you. We shall notify you in advance of any additional charges applicable to your subscribed Services.
4. If you choose to add any additional Service during your Subscription Term, payment terms for any additional Service shall be agreed with Us and will be set out in a new payment schedule.
5. If you exceed the limits as specified in your contracted plan, We reserve the right to make overage charges for the period(s) of excess activity. Additional orders will be charged for monthly regardless of the Subscription Term, at the per order rate of the contracted plan, unless you choose to upgrade your plan before monthly anniversary of the Effective Date.
 1. If the contracted plan is monthly, at the time of upgrade you will be charged the difference between the currently contracted plan and the newly chosen plan.
 2. If the contracted plan is annual, or multi-year, at the time of upgrade you will be charged pro rata for all additional orders at the per order rate of the newly chosen plan.

5. Cancellation and Right to Monitor

1. Upon cancellation of a subscription, payment is to be made up to the end of the billing period you are in. Under no circumstances shall any refunds for non-use of the Service be given due to early termination of the Service by you.
2. Where a subscription is cancelled/not renewed, access to the data will be revoked at the end of the Subscription Period.
3. We recognise and confirm that the information from you contained in and processed by the Service is confidential. In the normal provision of the Service We would not access or monitor your account. However, We reserve the right to utilise such access in order to support, manage and protect the integrity of the Service (including but not limited to preventing illegal activity, uploading of virus infected files or questionable material and for general customer support).

6. Right of Refusal

1. We have the right to accept or decline access to Our Services at Our sole discretion with no obligation to detail the reasoning behind such decision.

7. Modifications to the Service and Prices

1. We reserve the right to increase prices at any time. Notice of at least 28 days will be given in advance of any price changes. In the event that you do not agree to any price increases of which you are notified, you may terminate these terms and conditions within the aforementioned 28 day notice period on written notice to Us.

2. In order to fulfil Our obligations in managing and upgrading the Service, We may at any time amend the Service and any documentation relating thereto for any reason including, but not limited to: legal, technical, or business considerations.
3. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Us or any of Our products.

8. Support

1. Levels of support and the associated time to first response vary based on your contracted plan, refer to your plans feature list.
2. A support ticket may be raised by you at any time but you acknowledge that We will only respond during Working Days. Unless explicitly agreed, in writing or you have purchased a Service which explicitly defines otherwise.

9. Data Ownership

1. Any data entered under your subscription or uploaded to the Service shall remain yours at all times.
2. We do not pre-screen any content, but reserve the right to refuse or remove any content available via the Service although you acknowledge and accept that We are not obliged to monitor such content as a standard part of the Service provided.
3. We shall have the right to collect and analyse data and other information in relation to your use, provision and performance of the Services and We will be free to:
 1. use such data and information (during the Subscription Term and thereafter) in an aggregated and anonymised form to create reports, market benchmarks and indexes as well as improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other V3ctor offerings.
 2. in connection with its business disclose data and information on an aggregated and anonymised basis to third party commercial partners and investors.
4. In line with GDPR and other Data Protection regulations We are obliged to ensure that Personally identifiable information (PII) is removed from our systems after it is no longer required for the initial purpose. We have the right to and will redact PII, where required.

10. Data Loss & Backups

1. We will not accept under any circumstances the liability for any loss of customer data whether that be through general use, hacking or server failure.
2. We will undertake backups at regular intervals and, in the event of any data loss or corruption, We will use Our reasonable efforts to recover the lost or corrupted data from such backups (this will usually not be possible once more than seven days have elapsed from the data loss or corruption).

11. Confidentiality

1. We will at all times be committed to ensuring the confidentiality of information. Any information submitted by the User will only be used by Us in accordance with the instructions of the User or in accordance with these terms and conditions.
2. Each party agrees and undertakes that during the Subscription Term and thereafter it will keep confidential, and will not use for its own purposes, any information of a confidential nature (including without limitation trade secrets and information of commercial value) which may become known to that party from the other party ("Confidential Information") nor without the prior written consent of the other party disclose to any third party any Confidential Information unless the Confidential Information:
 1. is already known to that party at the time of disclosure;
 2. is or becomes public knowledge other than by breach of these terms and conditions;
 3. is or was independently developed by the receiving Party without use of the disclosing Party's Confidential Information;
 4. subsequently comes lawfully into the possession of that Party from a third party who is under no obligation of confidentiality; or

5. is anonymised data.
3. To the extent necessary to implement the provisions of these terms and conditions each party may disclose the Confidential Information to those of its employees and sub-contractors as may be reasonably necessary to perform its obligations to fulfil the Services, provided that before any such disclosure each party shall make those employees and sub-contractor aware of its obligations of confidentiality under these terms and conditions and shall at all times procure compliance by those employees and sub-contractors with this Clause 11.

12. Warranty

1. V3ctor warrants that:
 1. it has the right to provide the Service and any accompanying materials as contemplated under these terms and conditions and that each of the foregoing, and their provision in accordance with these terms and conditions, does not and will not infringe the Intellectual Property Rights or other rights of any third party;
 2. Services shall operate and function as described on the website, or where additional Services have been agreed by a specification providing in writing;
 3. Services shall be performed by appropriately qualified, trained and competent personnel with due care, skill and diligence;
2. Except as expressly set out in these terms and conditions and subject only to Clause 14.1, no implied conditions, warranties or other terms, including any implied term relating to satisfactory quality or fitness for any purpose, will apply to the Service or to anything else supplied or provided by V3ctor.

13. Term and Termination

1. These terms and conditions shall commence on the Effective Date and shall continue in full force and effect for the Subscription Term which is detailed on your Order Form following which the subscription shall automatically renew, unless disabled, for successive periods as defined on your Order Form. Unless terminated in accordance with the provisions of Clause 13.6.
2. You may terminate your subscription without cause with thirty (30) days' prior written notice to Us to take effect only on the anniversary of the Effective Date.
3. You may terminate your subscription immediately in writing to Us if the Service is wholly unavailable or inaccessible to you and your Users for either
 1. more than three (3) consecutive days; or
 2. more than five (5) days in any thirty (30) day period as a result of the fault or failure of V3ctor.
4. We may terminate your subscription without cause immediately.
5. Without prejudice to any other rights to which it may be entitled:
 1. either Party may terminate the subscription with immediate effect if the other party commits any material breach of any of the terms herein and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified under this sub-Clause 13.5.1 of the breach, such notice to refer to the notifying Party's intent to terminate the subscription unless the breach is remedied; or
 2. either Party may terminate the subscription with immediate effect if the other suffers an Insolvency Event; or
 3. in the case of a force majeure event as specified under the "Force Majeure" section below, either Party may terminate the subscription with immediate effect pursuant to that Clause.
6. We may, as an alternative to sub-Clause 13.5.1 above, revoke your subscription to the Service with immediate effect if you are in material breach of any obligation as set out in these terms and conditions.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) directed towards any V3ctor customer or employee will result in immediate subscription termination.
8. We reserve the right to terminate or suspend any or all of its customer subscriptions at will and if reasonably necessary. Discretion will be used, and action may be taken if needed to ensure server integrity for other customers.
9. Upon termination of the subscription all amounts owing to Us, become due immediately.

14. Liability

1. Subject to sub-Clause 14.4, We shall not be liable, whether in tort (including negligence), contract, misrepresentation, or otherwise, for any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses including for the avoidance of doubt loss of profit.
2. Subject to sub-Clauses 14.3 and 14.4, Our total aggregate liability in respect of any claims based on any events arising out of or in connection with the Services or any collateral contract, whether in tort (including negligence), contract, misrepresentation, or otherwise shall be limited to the amount paid, or payable, by you under the current contracted plan be it the Initial Term or a single Renewal Period.
3. The limitations of liability set out in sub-Clause 14.2 shall not apply:
 1. to any breach by you of your payment obligations;
 2. to any breach by you of your obligations of confidentiality under Clause 11;
 3. to any breach by V3ctor of any regulatory requirement which results in the imposition of any fine or other sanction on you;
 4. to the liability of V3ctor under Clause 16, relating to Data Protection.
4. Nothing in these terms and conditions shall limit or exclude either Party's liability for death or personal injury caused by that Party's negligence; fraud; any breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; the deliberate or wilful misconduct of that Party, its employees, agents, or sub-contractors; or for any other form of liability which cannot be limited or excluded by law.

15. Restricted Content

1. Uploading any restricted content as listed below may result in immediate subscription termination. You must not upload, post, host, process or transmit the following items to or from the Service including but not limited to:
 1. Unsolicited email, SMS's, or "Spam" messages;
 2. Worms, viruses or code of a destructive nature; or
 3. Questionable or Illegal material. (Including copyrighted material); or
 4. Data which breaches any provisions of the Data Protection Act 2018.

16. Data Protection

1. Both parties shall ensure that their employees and agents observe the requirements of the General Data Protection Regulation 2016 ("the GDPR") and the UK Data Protection Act 2018 and any amendments or revisions thereto and all subordinate legislation ("UKDPA") in the provision and use of the Services and shall comply with any request made or direction given by the other which is directly due to the requirements of the UKDPA.
2. Where the We act as a data processor on behalf of the User, it shall observe and comply with the requirements of Article 28 of the GDPR, and in particular we shall act only on instructions from the User in relation to the processing of any personal data of the User in accordance with the terms of these terms and conditions. The terms "data processor", "process" and "personal data" shall bear the same meaning in this Agreement as in the GDPR, where the context so admits.
3. V3ctor warrants that:
 1. it has used reasonable endeavours to provide sufficient guarantees in respect of its technical and organisational security measures governing the processing of personal data on behalf of the User in order to enable the User and it to comply with Article 5(f) and Article 32 of the GDPR; and
 2. it will take reasonable steps at all times to ensure compliance with its responsibilities under the GDPR and UKDPA.
 3. We shall not delay, manipulate, remit or capture, or in any other way interfere with any of the User's data or information constituting personal data which is, at the relevant time, under Our possession or control except when this is done to enable Us to perform the Services and with the express permission of the User.

17. Intellectual Property Rights

1. The Intellectual Property Rights in the Service and any hardware or Software used in connection with the Service is and will at all times remain Our property or that of Our licensors. This includes, but not limited to, the software code, and unique business process.
2. In the event that the Service infringes any third party rights, We will indemnify you against any loss or damage and shall defend and/or settle any third party claim that the Service infringes provided always that you promptly notify Us of any such claim in writing, give Us the sole control of any such action or proceedings and give Us such assistance as it may reasonably require to settle and/or defend such action or proceedings. Any award of costs and/or damages shall belong to Us in such event, We shall, at Our option:
 1. procure for you the right to continue to use the Service;
 2. make the Service available without infringing so far as We are aware any third-party Intellectual Property Rights; or
 3. terminate the subscription forthwith on written notice to you.
3. The indemnity in Clause 17.2 above shall not apply to any infringement resulting from:
 1. use of the Service which does not comply with the uses permitted under these terms and conditions;
 2. any modification or change to the Service carried out by Us upon your request; or
 3. the combination of the Service with any third party product and/or Service or modification undertaken by you without the prior written consent of V3ctor.
4. Use of the Service means that unless you opt out in writing, We have the option at Our sole discretion to disclose the existence of the relationship to third parties, for the purpose of the marketing of Our Services. This includes reasonable use of the company name, brand and/or logo.

18. Force Majeure

1. The obligations of each Party under these terms and conditions shall be suspended during the period and to the extent that such Party is prevented or hindered from complying with them by any cause beyond its reasonable control such as an Act of God, flood, fire, earthquake, terrorism, riots, civil disorders, strikes, lockouts or other forms of industrial action on the part of V3ctor staff. In the event that the cause continues for more than thirty (30) consecutive days, either Party may terminate the subscription immediately upon written notice to the other Party in accordance with Clause 13.

19. Notices

1. Any notice or other communication given to a Party under or in connection with these terms and conditions must be in English, in writing, and shall be:
 1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 2. sent by email to:
 1. info@v3ctor.ai in the case of V3ctor; and
 2. The Organisation Administrators in the case of the User.
2. Any notice or communication shall be deemed to have been received:
 1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
 3. if sent by email, at 9.00 am on the next Business Day after transmission.
3. This clause does not apply to the Service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. General

1. Nothing in these terms and conditions shall confer any rights upon any person who is not a party to it to bring a claim against V3ctor, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

2. You are not entitled to transfer or assign any subscription without Our prior written consent.
3. All disputes between the Parties arising out of or relating to these terms and conditions or the breach, termination or validity thereof shall be referred by either Party in writing, first to each Party's representative. The representatives shall meet and attempt to resolve the dispute within a period of thirty (30) working days from the date of referral of the dispute to them.
4. Subject to Clause 14, these terms and conditions and any Order Form sets out all terms agreed between the Parties and supersedes and extinguishes all previous agreements, representations, misrepresentations, arrangements and understandings between the parties, whether written or oral, relating to its subject matter.
5. Each Party acknowledges that, under these terms and conditions, it has not relied on, and shall have no right or remedy in respect of, any statement, misrepresentation, representation or warranty (whether made negligently or innocently) and whether made by either Party, orally or in writing, prior to the execution of the Services and not expressly set out in these terms and conditions or any Order Form.

21. Third Party Dependencies

1. Where the Service is dependent on third parties, such as but not limited to; Carriers for tracking data, We are not responsible for any errors, omissions, inaccuracies or incomplete data caused by the failure of such third parties. Including scenarios where the Service performs an action(s), including but not limited to; sending an email or sending an SMS, and if such action incurs a fee it shall still be payable by the User.

22. Non-Solicitation

1. You must not, for the duration of the Subscription Term and for a period of 12 months following termination of the subscription, either directly or indirectly, whether on your own account or on behalf of another person or entity:
 1. seek to become, or become, the employer of any staff member or contractor of V3ctor;
 2. set up or form a company, partnership, joint venture or other business concern with a staff member or contractor of V3ctor;
 3. solicit, entice or procure any staff member or contractor of V3ctor to leave their employment or terminate its commercial relationship with the Us;

23. Governing Law

1. These terms and conditions and any dispute or claim arising out of or in connection with it, the Services, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
2. Each Party herein irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or its subject matter or formation (including noncontractual disputes or claims).