



# Vukey Terms of Service for Website Services and Products

## Table of Contents

1. Introduction .....	1
2. Acceptable Use Policy .....	1
3. Responsibility for Content .....	2
4. Vukey Handicap Certificate .....	2
5. Refund Policy .....	2
6. Customer Support Policy .....	3
7. Privacy Policy .....	3
8. Disclaimer of Warranties .....	4
9. Limitation of Liability .....	5

## 1. Introduction

Vukey agrees to perform services for the User of the website(s) administered by Vukey, primarily vukey.com, subject to the following Terms of Service (TOS).

Use of Vukey services constitutes acceptance and agreement to Vukey Acceptable Use Policy (AUP) as well as Vukey Terms of Service (TOS).

The website(s) administered by Vukey, primarily vukey.com, are currently hosted by Arvixе (<http://www.arvixе.com/>) on a shared server. As a consequence of the web-servers and database servers being on shared servers with hundreds, possibly thousands, of other websites there are instances where the website(s) administered by Vukey maybe slow to a point of unusable and / or unavailable as a result of the host.

As a consequence of hosting being on a shared server where the uptime is not 100%, Users should allow for adequate time in respect of data or digital document retrieval. To reiterate this point, a User should attempt to retrieve the data or digital document they require 2 or more days before it is required as a precaution if the service is down for a period of time.

## 2. Acceptable Use Policy

### Prohibited Activities

You may not use the Vukey service for activities that:

- 2.1. Violate any law, statute, ordinance or regulation.
- 2.2. Relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) stolen goods including digital and virtual goods (e) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (f) items that are considered obscene, (g) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (h) certain sexually oriented materials or services, (i) ammunition, firearms, or certain firearm parts or accessories, or (j) ,certain weapons or knives regulated under applicable law.
- 2.3. Relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of



certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f), are associated with the sale of traveller's checks or money orders, (h) involve currency exchanges or check cashing businesses, or (i) involve certain credit repair, debt settlement services, credit transactions or insurance activities.

- 2.4. Involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.
- 2.5. Violate applicable laws or industry regulations regarding the sale of (a) tobacco products, or (b) prescription drugs and devices.
- 2.6. Involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from PayPal and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.

### **3. Responsibility for Content**

You, as a User, are solely responsible for the content stored on and viewable on any website(s) administered by Vukey.

### **4. Vukey Handicap Certificate**

The Vukey Handicap Certificate is a digital product produced by Vukey. User acknowledges that the Vukey Handicap Certificate is "as is, when available" without any warranty of any kind. The Vukey Handicap Certificate has not been authorised or verified by any organisation or association and as such no reliance of any kind is to be placed on it.

- 4.1. The Vukey Handicap Certificate is a digital product only available for download in the Portable Document Format (PDF) file format.
- 4.2. In respect of PayPal payments for the Vukey Handicap Certificate, Users consent to Vukey providing and enabling payments by PayPal-enabled Services.
- 4.3. Users consent to Vukey actions that are necessary, related to, or resulting from PayPal-enabled Services. Users consent to Vukey making an API Call on behalf of or for the benefit of that PayPal User, or to use or store PayPal User Information as necessary to provide PayPal-enabled Services.

### **5. Refund Policy**

Users who purchase a Vukey Handicap Certificate.

- 5.1. Subject to sub-section 2 below, will not be entitled to a refund once the Vukey Handicap Certificate has been made available for download and each purchase of a permanent download shall be deemed a final, non-exchangeable, non-refundable sale.
- 5.2. In the unlikely event of a faulty / defective / corrupt Vukey Handicap Certificate please contact us at [contact@vukey.com](mailto:contact@vukey.com) and we will replace any such faulty / defective / corrupt Vukey Handicap Certificate if possible or if there are continuing issues with the Vukey Handicap Certificate we may issue a refund. You must notify us within a reasonable period of time of download of the Vukey Handicap Certificate. If you fail to notify us within a



reasonable time, we will have no liability to you. Once you have notified us of faulty / defective / corrupt Vukey Handicap Certificate and in the event we are unable to replace, the amount paid to us from your Paypal account will be re-paid to your account on a pro rata basis with respect to time remaining as soon as possible and in any event within 30 days of our agreement to refund. For the avoidance of doubt and by way of an example if a User has paid £5.00 for Unlimited downloads over a 7 day period and on day 3 with 4 days remaining contacts us at [contact@vukey.com](mailto:contact@vukey.com) as the Vukey Handicap Certificate becomes faulty / defective / corrupt and cannot be repaired / replaced the user may be entitled to a refund in respect of 4 / 7 of £5.00 i.e. £2.85.

## 6. Customer Support Policy

Users who purchase a Vukey Handicap Certificate are eligible to receive technical and non-technical support within the following scope of the services available from Vukey Customer Support.

- 6.1. Clarify and explain the significance of error messages in respect of payments to [payments@vukey.com](mailto:payments@vukey.com) from the User in respect of PayPal-enabled Services.
- 6.2. On an infrequent and agreed basis, facilitate the delivery of the digital Portable Document Format (PDF) Vukey Handicap Certificate via email should there be a problem with the User downloading it.

Vukey Customer Support is available by sending an email to [contact@vukey.com](mailto:contact@vukey.com)

## 7. Privacy Policy

Vukey is committed to protecting your privacy online. This privacy policy explains how we will do this. By using our website, you are accepting the practices described in this policy. When you use our website (e.g. visit, register as a user, purchase products or services), we may collect and process the following information about you:

- 7.1. Information that you provide by filling in forms on our website. This includes information provided at the time of registering to use our website, subscribing to our service, posting material or requesting further services. We may also ask you for information when you enter a competition or promotion on our website, and when you report a problem with our website.
- 7.2. If you contact us, we may keep a record of that correspondence.
- 7.3. We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- 7.4. Details of transactions you carry out through our website and of the fulfilment of your orders.
- 7.5. Details of your visits to our website including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise, and the resources that you access.

Use of cookies

- 7.6. Vukey uses "cookies" and other technologies on our website. By using our website, you are agreeing to allow the use of cookies.



We use information held about you in the following ways:

- 7.7. To ensure that content from our website is presented in the most effective manner for you and for your computer.
- 7.8. To provide you with information, products or services that you request from us or which we feel may interest you.
- 7.9. To carry out our obligations arising from any contracts entered into between you and us.
- 7.10. To allow you to participate in the interactive features of our service, when you choose to do so.
- 7.11. To notify you about changes to our service.
- 7.12. To help us understand more about how our website is used and to improve our website.

We do not sell or share your personal information with third parties:

- 7.13. A third party website may have links on our website. If you visit any of those websites, they may collect information. Such websites are not within our control and are not covered by this privacy policy. These websites may have their own privacy policies and we do not accept any responsibility or liability for those policies. Please check those policies before you submit any personal data to such third party websites.
- 7.14. If we believe that your use of our website is unlawful or damaging to others, we reserve the right to disclose the information we have obtained through our website about you to third parties to the extent that it is reasonably necessary in our opinion to prevent, remedy or take action in relation to such conduct.
- 7.15. We may also disclose or share your personal data in order to comply with any legal obligation; in order to enforce or apply any agreements or licences with you; or to protect the rights, property, or safety of Vukey, our employees, affiliates, agents, distributors, licensors, suppliers, and/or our customers. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **8. Disclaimer of Warranties**

User acknowledges that the services are provided "as is, when available" without any warranty of any kind. Vukey hereby disclaims all warranties (express, implied and statutory), including without limitation, all warranties:

- 8.1. With respect to the services including without limitation their quality, availability, performance, functionality and compatibility with any other service or product.
- 8.2. With respect to the quality or accuracy of any information obtained from or available through use of the services.
- 8.3. That the services will be uninterrupted, error-free or free of viruses or other harmful components, of non-infringement, of merchantability and of fitness for a particular purpose.

No advice or information given by Vukey or Vukey's representatives shall create a warranty.



## **9. Limitation of Liability**

In respect of liability:

- 9.1. Vukey shall not be liable for non performance or delay in performance of the services caused by any reason, whether within or outside of its control. In no event shall Vukey be liable under contract, negligence, tort, strict liability or any other legal or equitable theory for any direct, indirect, incidental, exemplary, punitive, special or consequential damages including, without limitation, loss of use, lost profits, loss of data or information contained on website or otherwise, or loss of goodwill or opportunity whether or not Vukey has been advised of the possibility of such loss or damages.
- 9.2. Vukey shall not be liable for the cost of procurement of substitute goods, services or technology. Vukey's entire liability and User's exclusive remedy is the cancellation and / or closure of User's account. In no event shall Vukey's liability to User exceed the greater of one United States Dollar (\$1.00) or any amounts actually paid by the User to Vukey for the services and / or products in dispute during the one year preceding the claim. No action, regardless of form, arising from, based on or related to this agreement or the provision of the services may be brought by a User more than one year after the event which gives rise to the applicable cause of action.