

Optimiser Touchpoint Terms

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OPTIMISER TOUCHPOINT,

A service that allows You to create and manage websites, is provided to You or the entity that You represent (hereinafter "Customer") by Glottelligence limited (hereinafter "Glottelligence"), according to the following terms and conditions (hereinafter "terms") in addition to the master subscription agreement. Use of Optimiser Touchpoint signifies the Customer's acceptance of the terms and the general terms of service. If the Customer does not agree to the terms, or does not proceed the Customer must not use Optimiser Touchpoint in any manner.

The Service

Optimiser Touchpoint is a service that allows the Customer to create/build website(s). Additionally, Optimiser Touchpoint offers website domain registration, web hosting and business email hosting.

Accessing Optimiser Touchpoint

Optimiser Touchpoint is a part of Optimiser.com. The Customer will be able to access Optimiser Touchpoint by using a common account for all Optimiser Services (hereinafter "Optimiser Account").

Accessing other Optimiser Services

Other Optimiser.com Services may be integrated with Optimiser Touchpoint. The Customer Optimiser Account will also allow access to all Optimiser.com Services even if such Optimiser Services are not integrated with Optimiser Touchpoint. Use of these Optimiser.com Services will require acceptance of the Glottelligence Master Subscription Agreement. The Customer must read, understand and accept the Glottelligence Master Subscription Agreement before using the corresponding Optimiser.com Service.

Accessing Third Party Applications Integrated with Optimiser Touchpoint

Third party applications (hereinafter "Third Party Application(s)") may be integrated with Optimiser Touchpoint. Access and use of the Third Party Applications may require acceptance of terms of service and privacy policies applicable to such Third Party Application (hereinafter "Third Party Terms"). The Customer is responsible for reading and understanding the Third Party Terms before accessing or using any Third Party Application.

Content, Conduct and Screening

The Customer may transmit or publish content created while using Optimiser Touchpoint. However, the Customer will be solely responsible for such content and the consequences of its transmission or publication. Glottelligence may screen the content that is transmitted or published through Optimiser Touchpoint by using automated scripts and the Customer hereby consents to such screening by



Glottelligence. Glottelligence reserves the right to remove or block access to any content that violates these Terms, is illegal or is otherwise objectionable in Glottelligence's sole discretion.

By using Optimiser Touchpoint, the Customer agrees that

- The Customer will not transmit or publish any content that contains any malicious codes, viruses, malware or any other similar software or programs that will damage or limit the operation of any computer or telecommunication device.
- The Customer will not transmit or publish any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- The Customer will not transmit or publish any content that is pornographic and/or obscene.
- The Customer will not use Optimiser Touchpoint to impersonate any individual or entity.
- The Customer will not transmit or publish any content that is unlawful, illegal, hateful, promotes racism or promotes discrimination or hatred based on ethnicity.
- The Customer will not transmit or publish any material that defames, abuses, harasses, stalks, threatens or otherwise violates privacy and other legal rights of others.
- The Customer will not transmit or publish any content that violates any applicable local, state, national or international laws.
- The Customer will not use Optimiser Touchpoint for spamming, phishing or any similar activity.
- The Customer will not use Optimiser Touchpoint for transmitting or publishing any pirated content.
- The Customer will not transmit or publish any content that is considered as confidential and/or personal information belonging to any person or entity.
- The Customer will not use Optimiser Touchpoint for selling or distributing illegal and counterfeit products.
- The Customer will not use Optimiser Touchpoint for collecting information about others, including e-mail addresses, without their consent.
- The Customer will not interfere with or disrupt the provisioning of Optimiser Touchpoint.
- The Customer will not transmit or publish any content that is used for scamming purposes such as pyramid scheme, click fraud or get-rich-quick scheme.
- The Customer will not transmit or publish any content that promotes dangerous and illegal activities.



- The Customer will not use Optimiser Touchpoint for publishing content that is solely created to manipulate search engine results, search engine ranking and search result placement.
- The Customer will not use Optimiser Touchpoint for generating unnatural traffic.
- The Customer will not post affiliate links using Optimiser Touchpoint without any original content.
- The Customer will not use Optimiser Touchpoint to link or redirect to sites that are involved in any of the prohibited activities listed above.

Customisation

Glottelligence will not be responsible for any defect or failure in the Optimiser Touchpoint services caused by the Customer's customisation. The Customer acknowledges and agrees that the Customer is responsible to conduct quality and security testing of the Customer customisation by performing bug elimination, simulations and integration with other customer systems. Should the Customer fail to implement changes to Customer customisation required by the Optimiser Touchpoint framework, the Customer may need to buy additional Optimiser Touchpoint development support.

Development Consultant

Any Development Consultant(s) appointed by the Customer under these terms works expressly and exclusively at the Customer's direction and the Customer is responsible for any acts or omissions of such Development Consultant(s). Glottelligence may deny access to any Development Consultant it deems is adversely impacting the Optimiser Touchpoint services or other Optimiser Touchpoint customers. References to the Customer in these terms refer to both the Customer and its development consultant(s).

Images

The images that are used in the themes for creating the website are licensed by Glottelligence from the copyright owners of such images. These images are permitted to be used only on the websites created using Optimiser Touchpoint and are provided as is and as available. The Customer is required to obtain permission from the respective copyright owners before the Customer exploits the images in any other manner.

Usage Limits

Glottelligence may prescribe usage limits based on the subscription plan chosen by the Customer. You must make sure that the Customer usage is within the usage limits prescribed by Glottelligence in order to avail uninterrupted service. The Customer understands that Glottelligence may restrict an activity if the Customer reaches the usage limit corresponding to such activity.

Modification of Terms

Glottelligence reserves the right to modify the Terms. Modifications to the Terms are effective upon the Customer's use of Optimiser Touchpoint subsequent to publication of such modification.



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