



End User Terms of Service

Introduction

Exped Manager is an application developed using Zoho's APIs that is posted on Zoho's online marketplace. Aspen Outdoors Ltd is the application developer of Exped Manager. This End User Terms of Service document sets out the terms of service between Aspen Outdoors Ltd and the End User - the customer that installs Exped Manager.

Aspen Outdoors Ltd

Aspen Outdoors Ltd is an outdoor activity business and provider of software for expedition services. It is a registered Scottish Limited company: SC546890.

The address and contact details of the company are as follows:

Alastair Ewen, Director, alastair@aspenoutdoors.co.uk, 07427326697
Flat ½ 9 Thornwood Drive, Partick, Glasgow, G11 7TS
<https://aspenoutdoors.co.uk/>

Ownership and Use

Aspen Outdoors Ltd retains ownership of the intellectual property rights of Exped Manager (the application).

The customer's use of Exped Manager is permitted under a licence arrangement that shall be administered through Zoho's Ordering and Licence Management System.

Customers have permission to modify the design of Exped Manager, however, Aspen Outdoors Ltd's obligation to provide support, in the event of changes being made, shall be foregone.

Restrictions and Responsibilities

The End User must comply with the following restrictions and responsibilities. The End User:

Aspen Outdoors Ltd, SC546890
Flat ½ 9 Thornwood Drive, Partick, Glasgow, G11 7TS
07427326697, alastair@aspenoutdoors.co.uk



1. Shall not use Exped Manager for any illegal purpose or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another.
2. Shall not to use Exped Manger for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email.
3. Shall not publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity.
4. Is responsible for maintaining the confidentiality of user account information and is responsible for activities arising from user accounts. Aspen outdoors shall not be responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Privacy Policy

When you install Exped Manager, you can opt to share your name and email address with Aspen Outdoors Ltd. The purpose of sharing this information is so that we may engage with you directly as the provider of that application. This policy pertains to the control of this personal information. The policy also extends to other information provided by customers of Exped Manager, through email communication, feedback and testimonials. The policy requires Aspen Outdoors Ltd to be compliant with GDPR regulations. In summary it requires Aspen Outdoors Ltd to: *control personal data; solely for the legal purpose of communicating with customers in the furtherance of providing support and assistance in the effective operation of Exped Manager; and, in an accurate, transparent and secure manner.*

Support

Aspen Outdoors shall make reasonable efforts to provide chat, email and/or telephone support to Customers with respect to their use of Exped Manager. Aspen Outdoors Ltd shall endeavour to respond to service requests within 4 days. In circumstances where Zoho determines an issue to be critical, Aspen Outdoors Ltd shall respond within 6 hours.

In the event that Aspen Outdoors Ltd terminates its Zoho Marketplace Vendor Agreement and withdraws Exped Manager from the Zoho Marketplace, Aspen Outdoors Ltd agrees to provide ongoing support and maintenance for a period of six (6) months.



Disclaimer

Exped Manager is provided “as is” and “with all faults”. Aspen Outdoors Ltd disclaim all representations, warranties and guarantees.

Limitation of Liability

Aspen Outdoors Ltd shall not have any liability for any lost profits or for any indirect, special, incidental, punitive or consequential damages, however caused arising from the use of Exped Manager.

Right to Modify

Aspen Outdoors may modify this End User Terms of Service document at any time through a service announcement or by sending email to your primary email address.

Termination

Termination of the Zoho Marketplace Vendor Agreement between Aspen Outdoors Ltd and Zoho shall not affect the license rights of Customers who have purchased or installed Exped Manager. All terms and provisions of this Agreement, shall so survive. As noted above Aspen Outdoors Ltd agrees to provide ongoing support and maintenance for a period of six (6) months following the termination of the Zoho Marketplace Vendor Agreement.