

Terms of service

1. General Conditions

1.1. The use of IM-History's products, software, services and web sites (collectively referred to as the "Services" herein and excluding any services provided to you by IM-History under a separate written agreement) is subject to the terms of a legal agreement between you and IM-History.

1.2. Unless otherwise agreed in writing, your agreement with IM-History will always include, at a minimum, the terms and conditions set out in this document. These are hereinafter referred to as the "General Terms".

1.3. This Agreement shall also include the terms of any Legal Notices applicable to the Services, in addition to the General Terms. All of these are hereinafter referred to as the "Additional Terms".

1.3.1. Where Additional Terms apply to a Service, these will be accessible to read either within, or through your use of, that Service.

1.3.2. In the event and to the extent only of any contradiction between the Additional Terms and the General Terms, the Additional Terms shall prevail in relation to that Service.

1.4. The General Terms, together with the Additional Terms, form a legally binding agreement between you and IM-History in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

2. Accepting the Terms

2.1. In order to use the Services, it is obligatory to agree to the Terms beforehand. It is prohibited to use the Services if you do not accept the Terms.

2.2. The Terms can be accepted either by clicking to accept or agree to the Terms, where this option is made available by IM-History in the user interface for any Service, or by actually using the Services.

2.3. You may not use the Services and may not accept the Terms if you are not of legal age to form a binding contract with IM-History, or you are a person barred from receiving the Services under the laws of the country in which you are resident or from which you use the Services.

3. Provision of the Services

3.1. IM-History has not currently set a fixed upper limit on the amount of storage space used for the provision of Services; anyhow IM-History is entitled to impose any such limits at any time, at its sole discretion.

3.2. IM-History may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at its sole discretion, without any prior notice. You may stop using the Services at any time. You do not need to specifically inform IM-History in this case.

3.3. You hereby acknowledge and agree that if IM-History disables access to your account for any reason whatsoever, you may be prevented (permanently or temporarily) from accessing the Services, your account details or any files or other content which is contained in your account.

3.4. IM-History is constantly innovating in order to provide the best possible experience for its users; therefore the form and nature of the Services IM-History provides might be changing without any prior notice.

4. Use of the Services

4.1. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You hereby agree that any registration information you give to IM-History will always be accurate, correct and up to date.

4.2. You hereby agree to use the Services only for purposes that are permitted by the Terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

4.3. You hereby agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by IM-History, unless you have been specifically allowed to do so in a separate agreement with IM-History.

4.4. You hereby agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

4.5. Unless you have been specifically permitted to do so in a separate agreement with IM-History, you hereby agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

4.6. You hereby agree that you are solely responsible for (and that IM-History has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which IM-History may suffer) of any such breach. 5. Passwords and Account Security

5.1. You hereby agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

5.2. You hereby agree that you will be solely responsible to IM-History for all activities that occur under your account.

6. Privacy and Personal Information

6.1. You hereby agree to the use of your personal data in accordance to the IM-History Privacy Policy.

6.2. IM-History Privacy Policy explains how IM-History treats personal information and protects privacy, during the usage of the Services. Please read it at <http://www.im-history.com/privacy.htm> 7. Content in the Services

7.1. All information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through the use of, the Services are the sole responsibility of the originator. All such information is hereinafter referred to as the "Content".

7.2. Be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to IM-History (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have received explicit consent to do so from IM-History or from the owners of that Content, in a separate agreement.

7.3. IM-History reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

7.4. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

7.5. You hereby agree that you are solely responsible for (and that IM-History has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions. 8. Proprietary rights

8.1. You hereby acknowledge and agree that IM-History own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by IM-History and that you shall not disclose such information without prior written consent from IM-History.

8.2. Unless otherwise is agreed in writing, nothing in the Terms gives you a right to use any of trade names, trade marks, service marks, logos, domain names, and other distinctive brand features that belong to IM-History.

8.3. Other than the limited license set forth in Section 10, IM-History hereby acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with IM-History, you hereby agree that you are responsible for protecting and enforcing those rights and that IM-History has no obligation to do so on your behalf.

8.4. You hereby agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

8.5. Unless you have been expressly authorised to do so in writing by IM-History, you hereby agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos. 9. Licence from IM-History

9.1. IM-History gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by IM-History as part of the Services (hereinafter referred to as the "Software"). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by IM-History, in the manner permitted by the Terms.

9.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by IM-History, in writing.

9.3. Unless IM-History has given you specific written consent, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

10. Software Updates
10.1. The Software which you use may automatically download and install updates from time to time from IM-History. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions.

10.2. You hereby agree to receive such updates (and permit IM-History to deliver these to you) as part of your use of the Services.

11. Ending your Relationship with IM-History
11.1. The Terms will continue to apply until terminated by either you or IM-History as set out below.

11.2. If you want to terminate your legal agreement with IM-History, you may do so by closing your accounts for all of the Services which you use, where such option is available to you, or by notifying IM-History at any time. Your notice should be sent, in writing, to the address which is set out in the introductory paragraph of these Terms.

11.3. IM-History may at any time terminate its legal agreement with you if:

11.3.1. you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms);

11.3.2. IM-History is required to do so by law;

11.3.3. IM-History is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service;

11.3.4. the provision of the Services to you by IM-History is, in its opinion, no longer commercially viable.

11.4. Nothing in this Section shall affect the rights of IM-History regarding provision of Services under Section 3 of the Terms.

11.5. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and IM-History have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 18.8 shall continue to apply to such rights, obligations and liabilities indefinitely.

12. Exclusion of Warranties
12.1. The Services are provided "as is" and IM-History, its Subsidiaries and Affiliates, and its licensors give you no warranty with respect to them.

12.2. In particular, IM-History, its Subsidiaries and Affiliates, and licensors do not represent or warrant to you that:

12.2.1. your use of the Services will meet your requirements;

12.2.2. your use of the Services will be uninterrupted, timely, secure or free from error;

12.2.3. any information obtained by you as a result of your use of the Services will be accurate or reliable;

12.2.4. any defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

12.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

12.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

13. Limitation of Liability
13.1. Nothing in these Terms shall exclude or limit the liability of IM-History for losses which may not be lawfully excluded or limited by applicable law.

13.2. Subject to overall provision in paragraph 14.1 above, IM-History, its Subsidiaries and Affiliates, and its licensors

shall not be liable to you for:

13.2.1.any indirect or consequential losses which may be incurred by you (this shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you);

13.2.2.any loss or damage which may be incurred by you as a result of:

13.2.2.1.any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services;

13.2.2.2.any changes which IM-History may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);

13.2.2.3.the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;

13.2.2.4.your failure to provide IM-History with accurate account information;

13.2.2.5.your failure to keep your password or account details secure and confidential.

13.3.The limitations on liability set out in paragraph 14.2 above shall apply whether or not IM-History has been advised of or should have been aware of the possibility of any such losses arising. 14. Advertisements

14.1.IM-History reserves the right to display advertisements and promotions targeted to the content of information stored on the Services. In such case, the process of targeting these advertisements will be completely automatic, and no human will read the content of your instant messages or other information in order to display relevant ads.

14.2.In consideration for IM-History granting you access to and use of the Services, you agree that IM-History may place such advertising on the Services. 15. Other Content

15.1.The Services may include hyperlinks to other web sites or content or resources. IM-History may have no control over any web sites or resources which are provided by companies or persons other than IM-History.

15.2.You hereby acknowledge and agree that IM-History is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

15.3.You acknowledge and agree that IM-History is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources. 16. Changes to the Terms

16.1.IM-History may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, IM-History will make a new copy of the Universal Terms available at <http://www.im-history.com/terms.html> and any new Additional Terms will be made available to you from within, or through, the affected Services.

16.2.You hereby agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, IM-History will treat your use as acceptance of the updated Universal Terms or Additional Terms. 17. General Legal Terms

17.1.Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

17.2.The Terms constitute the whole legal agreement between you and IM-History and govern your use of the Services (but excluding any services which IM-History may provide to you under a separate written agreement), and completely replace any prior agreements between you and IM-History in relation to the Services.

17.3.You hereby agree that IM-History may (but is not obliged to) provide you with notices, including those regarding changes to the Terms, by e-mail, regular mail, or postings on the Services.

17.4.You agree that if IM-History does not exercise or enforce any legal right or remedy which is contained in the Terms (or which IM-History has the benefit of under any applicable law), this shall not be taken to be a formal waiver of any such rights or remedies and that they will still be available to IM-History.

17.5.If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid illegal or unenforceable provision eliminated.

17.6.You hereby acknowledge and agree that each member of the group of companies of which IM-History is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

17.7.Where IM-History has provided a translation of the English language version of the Terms, this translation is agreed to be provided for convenience purposes only; English language versions of the Terms will govern any relationship with IM-History. In the event of any contradiction between the English language version of the Terms and a translation, the English language version shall prevail.

17.8.The Terms, and your relationship with IM-History under the Terms, shall be governed by laws of the State of California. You and IM-History agree to submit to the exclusive jurisdiction of the courts of laws of the State of California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that IM-History shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.