



Terms of Use for Onepoint D-Well™: The Data Wellness Companion

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Disclaimer:

This document and annexures are property of Onepoint and are proprietary to Onepoint. This is not to be disclosed in whole or in part without the written consent of Onepoint, and shall not be duplicated or used, in whole in part, for any purpose

1. Definitions

- **"User"**: Refers to any individual or entity accessing or using Onepoint D-Well™.
- **"Tool"**: Refers to Onepoint D-Well™ and any related software, services, or content provided by Onepoint.
- **"D-Well™"**: Refers specifically to the Data Wellness Companion offered by Onepoint.

2. Definitions

- **Access Methods**: Users can access the Tool by:
 - Receiving an invite link containing a unique identifier; or
 - Registering by providing their name and work email. Upon registration, a link for unlimited use of the Tool will be sent to the registered work email.
- **Additional Access**: Users with access to D-Well™ will also receive access to D-Wise™.

3. Use of Tool

- **Purpose**: The Tool engages in natural conversations to provide insights about your data ecosystem and offer tailored suggestions.
- **Permitted Use**: You may use the Onepoint D-Well™ for personal and professional purposes related to data assessment and improvement.
- **Prohibited Use**: You must not:
 - Use the Tool for any unlawful purposes.
 - Violate others' rights or privacy.
 - Attempt to reverse engineer, decompile, or disassemble the software.
 - Disseminate harmful, offensive, or inappropriate content.
 - Share or distribute the Tool or its contents with unauthorised third parties.
 - Engage in spamming, hacking, or any activity that could disrupt the operation of the Tool.
 - Use the Tool in a manner that could damage, disable, or impair its functionality.
- **Domain Restrictions**: The Tool is intended for use within your corporate domain. Usage on third-party domains or systems not owned or controlled by you is prohibited.
- **Third-Party Links**: We are not responsible for the content or practices of any third-party websites linked through Onepoint D-Well™.
- **Feedback**: Any feedback or suggestions you provide about the Tool are non-confidential and may be used by Onepoint for any purpose without compensation to you.

4. Intellectual Property

- **Ownership:** All intellectual property rights in the Tool, including software, content, and designs, are owned by Onepoint or its licensors.
- **Accuracy:** While we strive to provide accurate and current information, we make no warranties regarding the accuracy or completeness of the content.
- **Licence:** Onepoint grants you a limited, non-exclusive, non-transferable licence to use the Tool for its intended purpose.
- **Restrictions:** You may not:
 - Copy, modify, distribute, sell, or lease any part of the Tool or its contents.
 - Reverse engineer or attempt to extract the source code of the software.

5. Data Protection

- **Data Controller:** Onepoint is the Data Controller for any personal data you provide. We process your data in accordance with the General Data Protection Regulations (GDPR).
- **Data Use:** Personal data collected during registration is used to provide access to the Tool and for related communications. For more information, see our Privacy Policy.
- **User Rights:** You have the right to access, correct, or delete your personal data. For details, refer to our Privacy Policy.

6. User Responsibilities

- **Security:** You are responsible for keeping your login credentials secure and must notify Onepoint immediately in case of any unauthorised access or use of your account.
- **Compliance:** You agree to comply with these Terms and all applicable laws when using the Tool.

7. Termination and Suspension

- **Termination:** Onepoint may terminate your access to the Tool if you breach these Terms or for other reasons deemed appropriate by Onepoint.
- **Suspension:** Onepoint reserves the right to suspend your access to the Tool if there is a suspected breach of these Terms or other issues that require investigation.

8. Discontinuation of Services

- **Service Modifications:** We reserve the right to modify or discontinue Onepoint D-Well™ at any time without prior notice.
- **Discontinuation Impact:** If the Tool is discontinued, Onepoint will not be liable for any losses or damages incurred as a result.

9. Limitation of Liability

- **Disclaimer:** The Tool is provided "as is" without any warranties of any kind. Onepoint does not guarantee the accuracy or completeness of the Tool's insights and suggestions.
- **Liability:** Onepoint is not liable for any indirect, incidental, or consequential damages arising from the use of the Tool.
- **Capped Liability:** In jurisdictions where limitations on liability are allowed, Onepoint's liability shall be capped at the amount you paid for the Tool, if any.

10. Indemnity

- **Indemnification:** You agree to indemnify and hold Onepoint, its affiliates, and their respective officers, directors, employees, and agents harmless from any claims, liabilities, damages, losses, and expenses, including legal fees, arising from your use of the Tool or breach of these terms.

11. Dispute Resolution

- **Governing Law:** These Terms are governed by the laws of England and Wales.
- **Disputes:** Any disputes arising from these Terms will be resolved through binding arbitration in accordance with the rules of The London Court of International Arbitration (LCIA). The arbitration will take place in London, England.

12. Copyright Complaints

- **Infringement Notice:** If you believe that any content on the Tool infringes your copyright, please contact us with a detailed notice of infringement to allow us to address your complaint.

13. General Terms

- **Modifications:** We may update these terms from time to time. Any changes will be effective upon posting on our website.
- **Severability:** If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- **Entire Agreement:** These terms constitute the entire agreement between you and Onepoint regarding your use of the Tool and supersede any prior agreements or understandings.

14. Contact Us

For any questions or concerns regarding these Terms, please contact us at contact@onepointltd.com.