

# Terms and Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.** Your use of the website [vmedocumentation.uk.fujitsu.com](https://vmedocumentation.uk.fujitsu.com) (the "Website") is conditional on your acceptance of the following terms and conditions together with other applicable terms listed below (together 'the Terms'). By using the Website, you signify your acceptance of the Terms. If you do not agree with any part of the Terms you must not use the Website.

Please read the Terms carefully before you start to use the Website, as these will apply to your use of the Website. We recommend that you print a copy of the Terms for future reference.

## Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of the Website:

- Our [Privacy Statement](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Acceptable Use Statement](#), which sets out the permitted uses and prohibited uses of this Website. When using this Website, you must comply with this Acceptable Use Statement.
- Our [Cookie Statement](#), which sets out information about the cookies on the Website.

## 1. Information about us

The Website is a site operated by Fujitsu Services Ltd ('We') a company registered in England and Wales under company number 00096056 with our registered office at Lovelace Road, Bracknell, RG12 8SN.

## 2. Authorised Users

Access to this website is restricted to only authorised business users who have registered and received from us confidential login information ('Authorised Users'). If you are not an Authorised User do not access this Website. The Website software is licensed under a limited user licence and each username and password is limited to the use of one individual. For additional user authorisations please contact your Fujitsu Service Delivery Manager or <mailto:vme.support@fujitsu.com>.

If you are an Authorised User you must notify your Fujitsu Service Delivery Manager or <mailto:vme.support@fujitsu.com> if your circumstances change and you no longer require or have the right to use the Website for the business under which you originally registered (for example if you leave the company).

We have the right to without notice deny or restrict access of any Authorised User that we believe no longer has the right to use the Website (for example if that user has left the employment of our customer company or contravened our Acceptable Use Statement).

Authorised Users shall only access the Website where they comply with the Export Control Criteria set out in section 3 (Export Control) below.

## 3. Export Control

Authorised Users shall only access the Website provided they comply with the following criteria:

- The Authorised User is an employee, or nominated authorised person, from a Fujitsu Services Limited client to whom hardware and or software as appropriate has been sold to previously.
- The Authorised User will not share their log-in with any person, share or make available, any documentation printed or in electronic format obtained from the system to anybody outside of the Fujitsu Services Limited client organisation by which the Authorised User is employed or engaged, without our prior written approval.
- The Authorised User (company and individual) will allow their details to be checked as appropriate in accordance with National and International legal and regulatory requirements on an on-going basis, or until such time as the Authorised User's access to the Website is terminated.
- The Authorised User will notify us if the user wishes to no longer have access to the Website or the Authorised User is to leave the employment of or end its engagement with our client to ensure the inadvertent use of the authorisation is not permitted.
- Access to the Website may be terminated without prior notification if National or International legal and regulatory requirements require such action, with no recourse to us.

If you are unable to comply with these criteria you must not access the Website.

## 4. Changes to these terms

We may revise these terms of use at any time by making available amended terms by link on the [login page](#) of the Website. Please check the login page and linked terms from time to time to take notice of any changes we made, as they are binding on you.

## 5. Changes to the Website

We may update the Website from time to time, and may change the content at any time. However, please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the Website, or any content on it, will be free from errors or omissions.

## 6. Accessing the Website

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis and such access may be suspended or terminated at any time without notice. We may suspend, withdraw, discontinue or change all or any part of the Website at any time without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website.

## 7. Your account and password

When you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of the Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [vme.support@fujitsu.com](mailto:support@fujitsu.com).

## 8. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use within the organisation specified in your registration application and you may draw the attention of others within your organisation to content posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or publish such materials in any way.

Our status and that of any identified contributors as the authors of content on the Website must always be acknowledged in the form specified in the documentation on the Website.

You must not use any part of the content on the Website for any purposes other than those for which the materials have been expressly provided without obtaining a licence to do so from us.

If you print off, copy or download any part of the Website in breach of the Terms, your right to use this Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 9. Confidentiality

The content of the Website is 'confidential information' and you shall not at any time disclose to any person this confidential information except as permitted in this section.

You may disclose this confidential information:

- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- within the company by which you are employed at the date of your registration as a user and only as strictly required by a contract between your company and Fujitsu or where express permission is received from us.
- to a third party only where express written consent has been provided by us.

## 10. No reliance on information

The content of this Website is for reference purposes only. Where appropriate you must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date.

## 11. Limitation of our liability

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

As a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## 12. Uploading content to our site

Whenever you make use of a feature that allows you to upload content to the Website, or to make contact with other users of the Website (where applicable), you must comply with the content standards set out in our [Acceptable Use Statement](#).

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

Any content you upload to the Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Website.

We have the right to remove any posting you make on the Website if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Statement](#).

The views expressed by other users on the Website do not represent our views or values.

## 13. Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the UK Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## 14. Linking to the Website

You may link to our login page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Website in any website that is not owned by you.

The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the login page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Statement](#). If you wish to make any use of content on our site other than that set out above, please contact [vme.support@fujitsu.com](mailto:vme.support@fujitsu.com).

## 15. Additional Terms

The Website is powered by Confluence, an Atlassian (Atlassian Pty Ltd (ABN 53 102 443 916) of Level 6, 341 George Street, Sydney, NSW 2000, Australia) product, the terms and conditions are consistent with the Atlassian End User Licence Agreement available on their website at <http://www.atlassian.com/end-user-agreement>. Please read and be fully aware of these conditions. Where our terms and conditions, and any linked statements, are not consistent or conflict with these conditions the Atlassian terms shall prevail and you agree to use the Website in accordance with these terms (as an Authorised User).

## 16. Website Software Conditions on Use

All Authorised Users will have limited access to the Atlassian Confluence product (the "Product") and it is therefore necessary that you agree to conditions of use of the Product consistent with Atlassian's end user agreement:

As such you agree to not: (a) resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) any access rights or other rights that you have in the Product to any third party (for use in its business operations or otherwise) or anyone else, or permit anyone to use any data or information that you do not own that is generated by the Product; (b) use the Product to provide, or incorporate the Product into any product or service provided to, a third party; (c) reverse engineer, decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code or non-public APIs to the Product (including any data structure or similar materials produced by the Product), except to the extent expressly permitted by applicable law despite this prohibition (and then only upon advance notice to Atlassian); (d) modify, adapt or create derivative works of the Product (excluding End User Modifications and End User Plug-ins); (e) remove or obscure any proprietary or other notices of Atlassian or any third party contained in the Product (including any information or data generated by the Product); (f) publicly disseminate information regarding the performance of the Product; (g) use the Product for commercial solicitation purposes or spam; (h) use the Atlassian name or any Atlassian trademarks or logos except for attribution purposes or commit any act or omission that could result in damage to Atlassian's or its suppliers' or licensors' reputations. You will not attempt to do any of the foregoing, encourage others to do so, or otherwise attempt to bypass or circumvent any usage restrictions set out in this Agreement.

## 17. Open Source Software

The Product may contain or be provided with components subject to the terms and conditions of "open source" software licences ("Open Source Software"). To the extent required by the licence that accompanies the Open Source Software, the terms of such licence will apply in lieu of the Terms with respect to such Open Source Software, including any provisions governing access to source code, modification or reverse engineering.

## 18. Atlassian Liability

Please note that Atlassian has no liability to you for the Website, and the Terms in no way impose any obligation or liability on behalf of Atlassian to you.

## 19. Indemnification

You agree to indemnify, defend and hold harmless us and our affiliates from any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) arising out of or in connection with any claim arising from or relating to your use of the Website, including that resulting from breach of these Terms, any claim for defamation, violation of legal rights of others (including confidentiality), loss of service by other users and/or infringement of intellectual property rights.

## 20. Third party links and resources in the Website

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

## 21. Licence Certification Audit

You agree to support our compliance with any audit request made by Atlassian in relation to the end user licence certifications and provide any necessary information requested to comply with any such request.

## 22. Applicable Law

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims), are governed by English law. You agree to the non-exclusive jurisdiction of the courts of England.

## 23. Trade Marks

Fujitsu and Fujitsu HostTalk and OpenVME and **superNOVA** and VME are UK registered trade marks of Fujitsu Services Limited or its licensors.

## 24. Contact us

To contact us, please email [vme.support@fujitsu.com](mailto:vme.support@fujitsu.com).