

PROXIMA

Terms and Conditions

Contents

Section 1: Introduction and Acceptance.....	3
Section 2: User Obligations.....	4
Section 3: Intellectual Property.....	5
Section 4: Privacy and Data Protection.....	6
Subsection A: Through Proxima’s Website.....	7
Subsection B: Through A Service.....	8
Subsection C: Third Party Involvement.....	9
Section 5: Payment and Billing.....	10
Section 6: Disputes.....	11
Section 7: Limitations and Liabilities.....	12
Section 8: Amendments.....	13
Section 9: Severability.....	14
Amendment Log.....	15

Section 1

Introduction and Acceptance

Welcome to Proxima!

These Terms and Conditions govern the use of our website and services. By accessing our website or confirming a purchase, you agree to be bound by these Terms and Conditions, which are designed to safeguard the interests of both Proxima and our valued customers.

These Terms and Conditions can be found on our official website at www.proximasolutions.co.uk and will also be provided to customers as part of their contractual agreement with Proxima. We encourage you to review and familiarize yourself with these terms to ensure a clear understanding of our mutual obligations.

Section 2

User Obligations

At Proxima, we expect our customers to uphold the highest standards of ethical conduct. By using our services, you agree to comply with all applicable laws and regulations. It is essential to refrain from engaging in any activities that would tarnish the reputation of Proxima, our services, or result in a breach of our contractual agreement. This includes, but is not limited to, the following:

- **Prohibited Hacking and Spamming:** Customers must not attempt any form of hacking, unauthorized access, or disruptive activities that compromise the security or integrity of our systems or the experience of other users. Additionally, spamming or unsolicited communication is strictly prohibited.
- **Intellectual Property Infringements:** We take intellectual property rights seriously. Customers must not engage in any activities that infringe upon the intellectual property of others, including but not limited to copyrights, trademarks, or patents. Further details regarding intellectual property can be found in Section 3 of these Terms and Conditions.
- **Illegal Business Activities:** Customers are expected to conduct their business operations in compliance with all applicable laws and regulations. Engaging in any illegal activities that could harm the reputation of Proxima or violate the law is strictly prohibited.
- **Illegally Sourced Funds:** Customers must ensure that any funds used to purchase Proxima services are obtained through legal and legitimate means. The use of illegally sourced funds is not permitted.

By adhering to these obligations, we create a trustworthy and secure environment for all users of Proxima's services. Failure to comply with these obligations may result in the termination of services and possible legal consequences.

Section 3

Intellectual Property

At Proxima, we value intellectual property rights and take them seriously. Prior to the payment of services, all designs and creations made by Proxima are considered the intellectual property of Proxima and are protected by intellectual property rights, as recognized by HM Government.

Customers are strictly prohibited from using, distributing, copying, or claiming any intellectual property owned by Proxima without proper authorisation. Any unauthorised use will be considered a breach of contract.

To safeguard our intellectual property, Proxima applies a branded watermark to all designs when presenting them to customers for approval. This watermark remains in place until the required payments are made. Once the payments are confirmed, ownership of the product transfers to the customer, and Proxima will provide the non-watermarked versions of the product. It is then the responsibility of the customer to ensure the safekeeping of the product.

In exceptional circumstances, written permission may be granted to customers for the use of Proxima's intellectual property before the fulfilment of the Contract for Services. However, such instances are not the standard practice.

By respecting and protecting intellectual property rights, we maintain the integrity of our creative work and uphold our commitment to delivering high-quality services to our customers.

Section 4

Privacy and Data Protection

At Proxima, we prioritise the protection of your personal data and adhere to the requirements outlined in the Data Protection Act 2018, commonly known as GDPR. We recognise our responsibility to handle and safeguard the data we collect with the utmost care. In order to fulfil our services, Proxima collects only the necessary and minimal amount of data from our customers. Below is a comprehensive list of the data that Proxima collects:

- **Contact Information:** This includes your name, email address, phone number, and any additional information you provide to us for communication purposes.
- **Billing Information:** To process payments, we may collect relevant billing details such as your billing address and payment method information.
- **Project Information:** We gather information related to the specific project or services you request, which may include descriptions, requirements, preferences, and any other details necessary for delivering our services effectively.

We assure you that we handle your personal data with strict confidentiality and employ appropriate security measures to protect it from unauthorised access, disclosure, or misuse. For more detailed information about how we handle and process your personal data, please refer to Section 4.

By entrusting us with your data, you can have peace of mind knowing that we are committed to maintaining the highest standards of privacy and data protection in accordance with applicable laws and regulations.

Section 4: Subsection A

Privacy and Data Protection Through Proxima's Website and Communications

Proxima's website, located at www.proximasolutions.co.uk, is hosted on the MyWebsite Now platform through IONOS. It is important to note that Proxima does not personally collect or have access to any personal information of visitors to the website. As visitors, you are bound and protected by the Privacy Policies of both MyWebsite Now and IONOS.

To safeguard the security and integrity of our website, Proxima has implemented security measures. These measures are designed to detect and prevent malicious activities to the best of our ability, utilising the security features provided by our hosting platform.

While we strive to ensure the utmost security of our website, it is important to acknowledge that no system is completely immune to potential threats. In the event of any security concerns or suspicious activities, we encourage visitors to report them to us promptly.

We take expected measures to ensure the secure handling of any information shared during our communications. Your personal data will only be used for the purpose of enquiries about or delivering of our services and will not be disclosed to any third parties without your explicit consent, unless required by law.

Rest assured that at Proxima, we take your online privacy and security seriously. By leveraging security measures and relying on reputable hosting providers, we aim to provide a safe and protected browsing experience for all visitors to our website.

For further information regarding the collection, use, and protection of personal data through our website, please refer to Section 4.

Section 4: Subsection B

Privacy and Data Protection Through Purchase of a Service

In order to fulfil the Contract for Services with our customers, Proxima requires certain personal information, such as the customer's name and email address, for communication purposes. To ensure the validity and enforceability of the contract, we utilise a legally binding digital signature obtained through the secure platform of DocuSign.

At Proxima, we understand the importance of protecting your personal data, and we adhere to the guidelines set forth by GDPR. We securely store all communications between Proxima and our customers until a period of 12 months has elapsed from the date of completion of the Contract for Services. After this 12-month period, we permanently delete all communications containing personal information, as part of our commitment to data privacy and compliance with GDPR regulations.

However, it is important to note that copies of the signed Contract for Services, which include customer name and email address, are retained for a maximum of 6 years in accordance with GDPR requirements. These records are kept for financial purposes and are used solely for the internal financial records of Proxima. As a measure of transparency, customers receive a copy of their signed Contract for Services, as well as a copy of Proxima's Terms and Conditions, to ensure clarity and transparency regarding the use of their personal information.

At Proxima, we prioritise the security and privacy of your personal data, and we take all necessary measures to ensure compliance with applicable data protection laws. For more detailed information on how we handle and protect your personal data, please refer to Section 4.

If you have any further questions or concerns regarding the privacy and security of your personal information, please don't hesitate to contact us.

Section 4: Subsection C

Privacy and Data Protection with Third Party Involvement

At Proxima, we prioritise the confidentiality and privacy of our customers' personal information. We do not knowingly share any personal data with third parties without explicit consent from the customer. We respect your privacy and adhere to strict data protection practices.

There may be instances where a customer expresses their interest in receiving business recommendations or collaborations. In such cases, we will seek the customer's permission before securely sharing their contact details with our trusted business contacts. This allows us to facilitate valuable connections and provide recommendations that may be of interest or benefit to our customers. However, we will never disclose personal information to third parties without the customer's explicit consent.

We value the trust our customers place in us, and we are committed to maintaining the confidentiality and security of their personal information. If you have any concerns or questions regarding the sharing of your personal data, please don't hesitate to contact us. We are here to address any inquiries you may have and provide you with the necessary information and assurances.

Section 5

Payment and Billing

At Proxima, we strive to ensure a transparent and straightforward payment process for our customers. Our payment and billing procedures are designed to provide clarity and accountability. Please carefully review the following information regarding payment and billing:

- **Payment Terms:** As stated in the Contract for Services, all services provided by Proxima are to be paid for upon receipt of the invoice within 14 days. Prompt payment allows us to efficiently process and deliver our services to you.
- **Payment Method:** We require all payments to be made via BACS (Bankers' Automated Clearing Services) using the details provided to you. By utilising this secure and reliable payment method, you can benefit from the security and safeguards offered by banking providers.
- **Itemised Invoices:** To ensure transparency and clarity, we provide full, itemised invoices to all our customers. These invoices outline the specific services rendered and any associated costs. We believe in complete transparency, and our itemised invoices allow you to understand exactly what you are paying for.

We understand that clear payment terms and transparent billing processes are essential for both parties involved. If you have any questions or concerns regarding the payment and billing procedures, please don't hesitate to reach out to us. We are here to assist you and provide any necessary clarifications or assistance throughout the payment process.

Section 6

Disputes

At Proxima, we value open and respectful communication with our customers. We understand that disputes may arise from time to time, and we are committed to handling them in a professional and fair manner. Please take note of the following guidelines regarding disputes:

- **Professional and Respectful Communication:** Should you have any concerns or disputes regarding charges, costs, or services provided, we encourage you to address them with us in a professional and respectful manner. We believe that open and constructive dialogue is essential for resolving any issues.
- **Zero Tolerance for Abuse:** We have a zero-tolerance policy for any form of abuse or disrespectful behaviour towards our staff. We are committed to fostering a safe and respectful working environment for our team members. Any abuse directed towards our staff will not be tolerated and may result in the cessation of services and communication.
- **Handling Disputes:** Our team is dedicated to addressing disputes promptly and effectively. We will handle all disputes with clarity, respect, and a commitment to finding a fair resolution. We will make reasonable efforts to settle genuine disputes and ensure that your concerns are acknowledged and addressed.
- **Mutual Respect and Safety:** At Proxima, we believe that everyone has the right to feel safe and respected in their work and personal lives. We are committed to upholding this principle and will take appropriate action to protect the well-being of our staff.

We are here to listen, understand, and find solutions together. If you have any concerns or wish to discuss a dispute, please reach out to us. Our team is ready to work with you to address any issues and ensure a satisfactory resolution.

Section 7

Limitations and Liabilities

At Proxima, we strive to provide high-quality services and products to our customers. However, it's important to note the following limitations and liabilities:

- **Business Loss:** Proxima is not liable for any loss in business, income, company reputation, or standings that may result from the use of our services and products. While we make every effort to meet our customers' requirements, the decision to use our services and products rests with the customer, and any outcomes related to their usage are the responsibility of the customer.
- **Customer Choice:** We want our customers to have the freedom to choose and utilise our services and products according to their specific needs. It is essential for customers to understand that they assume the risks associated with their choices, and Proxima cannot be held responsible for any negative impacts that may arise from using our services and products.
- **Commitment to Quality:** We are committed to delivering high-quality products and services to our customers. We employ effective communication and thorough screening processes to ensure that our customers receive products that meet their requirements. However, it is important to acknowledge that individual perceptions of quality may vary, and we cannot guarantee complete satisfaction for every customer.

Please keep these limitations and liabilities in mind when utilising our services and products. We appreciate your understanding and cooperation as we work to provide you with the best possible experience at Proxima.

Section 8

Amendments

At Proxima, we reserve the right to make amendments to our Terms and Conditions, and any documents that it refers to, to accommodate the evolving needs of our business. We understand the importance of transparency and will ensure that any changes made to the Terms and Conditions are clearly noted within the document itself.

Additionally, we maintain an amendments log at the end of the document, which provides a comprehensive record of all modifications made to the Terms and Conditions over time. This log serves as a reference point for both Proxima and our customers, allowing for a transparent understanding of the changes that have been implemented.

We encourage our customers to periodically review the Terms and Conditions to stay informed about any updates or amendments. By continuing to use our services after any modifications have been made, customers indicate their acceptance of the updated Terms and Conditions.

Please note that any changes made to the Terms and Conditions will not affect the rights and obligations that have already been established through existing contracts or agreements between Proxima and our customers.

Thank you for your understanding and cooperation as we strive to provide the best possible services and maintain a clear and up-to-date set of Terms and Conditions at Proxima.

Section 9

Severability

In the event that any provision of the Proxima Terms of Service is deemed unenforceable or invalid by a court of law or other competent authority, it shall not impact the enforceability or validity of the remaining provisions set forth in the Terms and Conditions.

Each provision within the Terms and conditions is intended to be severable and independent. If any provision is determined to be unenforceable or invalid, it will be modified or interpreted to the extent necessary to make it valid and enforceable while still reflecting the original intent to the fullest extent permitted by law.

The fact that one or more provisions may be unenforceable or invalid shall not affect the validity and enforceability of the other provisions in the Terms and Conditions. Proxima remains committed to upholding the remaining provisions and ensuring that they continue to govern our relationship with our customers.

We value transparency and strive to maintain a legally sound and effective set of Terms and Conditions. Should you have any questions or concerns regarding the Terms and Conditions, or any of our documentation, please do not hesitate to contact us.

Thank you for your
understanding and cooperation.



Amendments Log

Date	Amendment Made	Relevant Section	Updated Version Number	Brief Description
25/07/2023	Changed wording	Whole document	1.2	Throughout the document, the phrase Terms of Service was changed to Terms and Conditions