

End-User License Agreement ("Agreement")

Last updated: 10 January 2024

Please read this End-User License Agreement ("Agreement") carefully before using Umunna Family Tree Manager ("Application"). You will be asked to accept or decline this Agreement.

By clicking "ACCEPT", you are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, click "DECLINE". No information of yours whatsoever will be stored in the Application.

License

CUSTOM Q SOFTWARE LTD grants you a revocable, non-exclusive, non-transferable license to use the Application solely for the purpose of documenting and building your family tree strictly in accordance with the terms of this Agreement.

Your Account

Only one account is needed for one family. One family includes everyone you consider related to your ancestry, dead or alive including those related to the family by marriage, for as many generations as needed. You are solely responsible for maintaining, securing, updating, and keeping strictly confidential all login IDs and passwords, and for all access to and the use of your Account by you, members of your family or any third-party.

The content of your account belongs to you. CUSTOM Q SOFTWARE LTD does not own and will not claim to own your account. The correctness of the information you enter is entirely your responsibility and that of those who you may grant access to manage your account.

Abuse of Your Account

Uploading inappropriate images and/or videos such as are generally considered adult content in your account is considered an abuse of the account. CUSTOM Q SOFTWARE LTD reserves the right to report such abuse to appropriate authorities. The use of the Application for any purpose other than building your family tree is also an abuse of it. Any abuse of your account will result in immediate denial of access to the account and CUSTOM Q SOFTWARE LTD reserves the right to permanently delete such account together with any information or data item associated with it.

Payments

Your account is free for 30 days starting from account registration date. During this period your family tree will display in full unless the number of individuals in the account exceeds the maximum number allowed for the lowest level of payment. You can continue to build your family tree unhindered but with limited tree display until the required payment is received.

Payment for your account is based on the number of names in the account (including family members, spouses and other relatives by marriage). The rates are displayed together with your account details on registration. You (or whoever you may give the role of administrator of your account) are solely responsible for all payments required for your account.

CUSTOM Q SOFTWARE LTD reserves the right to change these rates at any time, but not before a prior notification according to the terms of this Agreement. If and when this happens, the new rates will also be applied to all and any outstanding payments. Payment delays may disrupt your use of the Application.

Refund policy

Refund will only apply if payment is made and refund requested within the free trial period. Any refund is subject to a 10 GBP (ten pounds) administrative charge. Such a refund can only apply to a payment that is equal to or greater than 11 GBP (eleven pounds). A user can ask for refund if the above criteria are met by emailing CUSTOM Q SOFTWARE LTD (contact@customqsoftware.com). Refund will be made to the bank account from which the payment was made originally, within 30 days from the date of the email making the refund request.

Data confidentiality

CUSTOM Q SOFTWARE LTD will not use any information entered in this Application for any purpose whatsoever except for the purposes of customer support as may be initiated by you or your family member. All information (data) in your account in this Application are entirely under your control. It is your responsibility to ensure that GDPR (General Data Protection Regulation) standard or any data confidentiality laws operational in your jurisdiction area are observed.

Restrictions

You agree not to, and you will not permit others to:

License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Modifications to the Application

CUSTOM Q SOFTWARE LTD reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Liability and Indemnity

By using the Application, you agree that CUSTOM Q SOFTWARE LTD will not be liable for any unintended damage which you or anyone accessing your account may experience which may or may not result in any loss or claim of any kind.

You also accept that you will indemnify and hold CUSTOM Q SOFTWARE LTD, and its affiliates free from any claims made by you or your affiliates, legal fees, damages, or other expenses that may result from your use of the Application, even if you no longer use our services. In addition, you will not hold CUSTOM Q SOFTWARE LTD and its affiliates responsible for any claims, legal actions, demands, or other actions that may arise because of the content of your account.

Term and Termination

This Agreement shall remain in effect until terminated by you or CUSTOM Q SOFTWARE LTD.

CUSTOM Q SOFTWARE LTD may, at its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from CUSTOM Q SOFTWARE LTD, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

CUSTOM Q SOFTWARE LTD is under no obligation to furnish you or anyone acting on your behalf any set of data or information you may have stored in this application.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

CUSTOM Q SOFTWARE LTD reserves the right, at its sole discretion, to modify or replace this Agreement at any time.

Disclaimer

CUSTOM Q SOFTWARE LTD is not liable for any disruptions in the use of the Application resulting from internet server failure for any reasons or activities of hackers or other interventions and failures not directly caused by the Application itself.

Contact Information

If you have any questions about this Agreement, please contact us at contact@customqsoftware.com.