Terms & Conditions

Read this document carefully before using the 3Quence Website (the "Website"). By using the Website you and the company you represent (the "Client") are fully accepting the terms, conditions and disclaimers contained in this notice, including any variation thereof (the "Terms and Conditions"). If the Client does not accept the Terms and Conditions he is prohibited from using the Website and must immediately stop using it. The Client will not use the Website for any purpose that is unlawful, inappropriate, unethical or not allowed by the Terms and Conditions.

Who we are

1.1. The Website is fully owned and run by Projectrics BVBA, 2290 Vorselaar, Molenbaan 9 ("Projectrics"). The purpose of this software is to assist companies in improving their project estimating and planning through consistent project sizing and logging of actual project data.

1.2. 3Quence is a website which will help project managers to estimate and plan IT development projects using function points as input. The estimates are calculated based on historical project data that have been entered by Website users. The Client accepts that the Website can only be one of several tools used to achieve that result and that it does not constitute advice.

General

2.1. The Terms and Conditions shall apply to any contact via the Website and shall prevail over any terms and conditions of the Client unless any other contract terms have been agreed between the Client and Projectrics in writing.

2.2. The most current version of the Terms and Conditions is online but we may change them from time to time without giving notice. So it is therefore up to the Client to read these terms every time he places an order through the Website.

2.3. The services and products offered by Projectrics are not intended for everyone. It is the Client's sole responsibility to make the decision to buy any products or services from Projectrics and what use it makes thereof. The services of Projectrics are for businesses only (not consumers) and if it is an individual who is placing an order on behalf of a business, that person must be authorized to place the order on his behalf.

Reports

3.1. The Client will be able to obtain reports from the Website (the "Reports"). These include (i) an overall estimate of the project effort and duration and (ii) a high-level project schedule. If sufficient historical project data are available, then benchmarking may be provided based on the organization's own project data, depending on which bundle the Client has elected. Clients who enter project data may also be able to benchmark against other projects in the same industry and against a statistical sampling of projects in the database.

3.2. The specific functionalities and pricing of the Reports will be determined from time to time and posted on the Website.

3.3. Clients must enter realistic, accurate and consistent information. Projectrics is not responsible for the results contained in any Reports or decisions based on them. The Reports are provided for information purposes and to guide estimation. They should form part of a comprehensive organizational measurement process and in no event replace that process. The details in the Reports are calculated based on company information that the Client has provided and algorithms based on data analysis. The Client therefore accepts responsibility to ensure that the information is accurately provided and maintained in the Website.

3.4. Given the complexity of some of the calculations, the Client understands that the Reports are not immediately available, but may require a delivery time, which is estimated at 15 minutes. In the event of multiple requests, this may be longer. Projectrics endeavours to maintain that delivery time, but in no way guarantees it. The Client accepts that delivery time is not an essential part of the agreement.

Updates

4.1. The Website and Report format and contents may be updated occasionally. Projectrics will endeavor to ensure that there is no negative impact as a result of such updates – but Projectrics does not guarantee that there will be no disruption. Projectrics cannot be held accountable for any consequences arising from such modification, including but not limited to the loss of any unsaved data which may require re-entry. Please also refer to the liability section.

Allowed use

5.1. The Client must not use the Website in such a way that disrupts, interferes with or restricts the use of the Website by other users. It must ensure that any materials uploaded, displayed or transmitted by the Client through or to the Website are not false, offensive, defamatory, threatening, obscene, unlawful and do no breach or infringe the rights of any person. The Client waives any rights in respect of any materials or information provided. The Client agrees not to reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of the Website nor attempt to transmit to or via the Website any information that contains a virus, worm, Trojan horse, or other harmful or disruptive component.

5.2. The Client will only be able to obtain Reports when it has purchased sufficient report credits. Complimentary products which may be available on the Website at Projectrics' sole discretion such as templates and reports may only be used internally within the Client's organisation.

5.3. The Client must not:

- republish Reports or other material from the Website (including but not limited to republication on another website, on paper or any other medium);

- reproduce, duplicate, copy, sell, trade or transmit information obtained from Reports or through use of the Website for any purpose whatsoever;
- engage in any activity that interferes with or disrupts the Website (or any related hardware such as the servers and networks that are connected to the Website;
- remove, obscure or alter any proprietary rights notices (including copyright and trade-mark notices) that may be affixed to or contained within the Website or the Reports.

5.4. The Website allows reference to all the Clients' company details that have been entered. The project information can be managed to ensure accuracy. Only access to the Client's company-related information is possible.

5.5. The Reports provided are tailored to the Client's specific situation as entered into the Website. The information may be statistically relevant only to the Client for which the report was made and may not be relevant for any other Client. Therefore the Reports are valid only for the Client who ordered them and may only be used by them. There may be benchmarking information contained in each Report comparing the results with the industry or market – this is based solely on the information contained in the database and gives an indication of benchmarking, but in no way claims to be fully accurate.

5.6. If the Client is a consultant, it may not use the contents to report to multiple companies as this is likely to be inaccurate. Should any Client proceed to such multiple reporting, Projectrics will be entitled to charge the Client a lump sum of EUR 250 per transmission of a Report to a different company than the original addressee thereof.

Intellectual property

6.1. All Intellectual property rights (author's rights, software, trademarks and product names, patents and patent applications, know-how and any other proprietary rights, whether registered or not, including where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations) owned by or licensed to Projectrics will continue to be owned by it and accordingly, the Client is licensed to use such of it as may be necessary for the Client to obtain Reports.

6.2. Nothing in the Terms and Conditions will be construed as conferring on the Client by implication, or otherwise, any right, title or interest in, or any license under any intellectual property rights now or subsequently owned by Projectrics, including with respect to any databases compiled or information in the possession of Projectrics which may contain information provided by the Client.

6.3. The Client represents that the data provided to Projectrics are the sole property of Client and no other party has any rights therein. In the event such data infringe on the intellectual property right of a third party, the Client shall hold harmless and indemnify Projectrics from and against claims, costs and/or damages in this respect.

Obligations of the Client

7.1. The Client agrees to ensure that any details which it supplies through the Website are accurate and to notify Projectrics promptly if any of the details which it has supplied change.

7.2. When accessing any part of the Website that requires from the Client to enter a password, the Client agrees to keep any personal login name and password for use on the Website confidential, and will be responsible for any loss or damage resulting from use of the Client password by any third party.

7.3. The Client access to password-protected areas of the Website may be terminated at any moment without notice should Projectrics deem its use of the Website to be detrimental to Projectrics, the Website or to other users.

7.4. The Client agrees that its data can and will be used by Projectrics to make analyses and reports, even to other Clients using anonymised data.

Default

8.1. Subject to any other rights and remedies Projectrics may have, in the event the Client breaches any of its obligations under the Terms and Conditions or applicable law, Projectrics will have the right to immediately, without further notice, annul, terminate or suspend the access to the Website and Reports (without refund) and any other of its obligations, without any prior court approval.

Obligations of Projectrics

9.1. The only obligation of Projectrics is to provide Reports to the Client who already paid for it in advance and complied with all its other obligations. The Client agrees that time is not of the essence.

Limitation of liability

10.1. Projectrics undertakes no more than a best efforts obligation in providing Reports to the Client within a reasonable time frame. In case of non-accessibility of the Website or unavailability of Reports, Projectrics commits to use its best efforts in order to restore the service within two business days.

10.2. Projectrics shall only be liable to the Client in case of wilful intent, excluding wilful intent of its employees or agents.

10.3. Projectrics does not give any warranty or representation as to the quality, accuracy or completeness of any Report or its suitability for any use or purpose. It is entirely up to the Client, at its sole risk, if and to what extent it uses any Report.

10.4. Projectrics shall in no event be liable to the Client for any indirect, economic or consequential loss whatsoever, including but not limited to loss of profit and personnel cost. Subject to the foregoing, the Client acknowledges that Projectrics' liability for loss of any type of the Client shall be limited to the price paid for the Report or service which gave rise to the incident or series of incidents for which the Client has filed a claim.

10.5. In case of a claim, the Client must notify Projectrics in writing no later than one month after the event giving rise to liability with as much detail as possible on the nature of the claim, its origin and the estimated damage. After this deadline Projectrics shall in no event be liable for any claim whatsoever.

10.6. Projectrics cannot be held liable pursuant to any acts of the Client committed in violation of or during a violation of the Terms and Conditions.

Data protection

11.1. By registering on the Website, the Client and the individual users agree to the processing of its personal data in accordance with the data protection law of 8 December 1992.

11.2. For details of Projectrics' privacy policy and data protection practices, please read the privacy policy. The privacy policy as it may change to time to time, is a part of the Terms and Conditions.

Cookies and Java

12.1. In order for the Website to work and display correctly it is agreed that the Client will enable both Java and cookies on its browser. For more information about cookies, please refer to the cookies' policy, which is a part of the Terms and Conditions.

Third-party websites

13.1. Occasionally references and links to external sites may be made to websites which are controlled by third parties. Accordingly, any dealings between the Client and such third parties, including payment for and delivery of products or services and any other terms, conditions, warranties or representations, acts or omissions associated with such dealings, are solely between the Client and the third party. The Client agrees not to hold Projectrics liable for any loss or damage of any kind incurred as the result, whether direct or indirect, foreseeable or not, of any such dealings.

Price and payment

14.1. Pricing will be as set out on our Website from time to time. We decline any liability for any errors that may appear on the Website. All prices are calculated in Euros. The prices on the Website are excluding VAT and recur monthly automatically unless the Client terminates the service.

14.2. Projectrics may modify prices, products, services or offerings at any time without prior notification.

14.3. To receive Reports, purchase and payment in advance of report credits will be necessary. There are different formulae defined on the Website. Each credit will entitle a user from within the Client's company (affiliated companies are considered as separate Clients) to request an estimation report. The credits are sold on a monthly or yearly recurring basis and are valid according to the type of bundle purchased (free – bronze – silver – gold or any other bundles as may be offered from time to time). At the end of the defined period (1 month or 1 year), any remaining number of unused credits will expire without refund. They cannot be transferred to a new period. Payments must be made automatically by users on the basis of their registration.

14.4. When the Client selects the type of bundle that it wishes to buy, it undertakes to buy each month or year the same number of credits. The Client may terminate such automatic renewal by written notification to Projectrics before the 15th of the month or by the online means provided. The termination shall take effect from the month following such notification. The same procedure shall be applied if the Client wishes to buy fewer credits.

14.5. The Client agrees that nothing contained herein shall in any way derogate from its payment obligation. It shall not be allowed to suspend any of its obligations. It may not apply set off with any amount.

Force majeure

15.1. Projectrics shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to natural disasters, strikes, lock out, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of energy.

Confidentiality

16.1. The Client agrees to take adequate steps to protect confidentiality of the Reports, and not to publish or disclose the Reports without the prior written permission of Projectrics.

Miscellaneous

17.1. In the event of the partial or complete invalidity of any clause of the Terms and Conditions, such clause shall be deemed to be restated to reflect, as nearly as possible under applicable law, the original intentions of the parties, and the remainder of these Terms and Conditions shall continue in full force and effect. The Terms and Conditions constitute the entire agreement and understanding between Projectrics and the Client and supersedes any prior proposal, agreement, or any other communication between said parties, oral or written, relating to the subject matter of the Terms and Conditions.

Friday, June 27, 2014

17.2. The Client may not transfer any of its rights to any other person without Projectrics' prior written consent. Projectrics may transfer its rights and obligations to any other person at any time.

17.3. The titles of sections set out herein are for information purposes only and shall not be used to interpret or affect the interpretation of the provisions contained in those sections.

Governing law

18.1. The Terms and Conditions shall be governed by and construed in accordance with Belgian law and the parties hereby submit to the exclusive jurisdiction of the Antwerp courts.