

## Exactis Limited - Terms & Conditions - Website

### Legal Statements

#### Introduction

This website is owned by Exactis whose principal business address in the United Kingdom is Unit 6, Westfield House, Millfield Lane, Nether Poppleton, York, YO26 6GA.

Your use of our website is subject to the following terms and, by using our website, you agree to be legally bound by them. This applies whether you register your details with us or not. Please read these terms carefully before using our website. If you do not agree to these terms, please do not use our website.

We may revise these terms from time to time. Please read these legal statements from time to time to review them, since you are legally bound by them. Certain areas of our website may be subject to additional terms, or terms that supersede these ones. You will be informed of this on those pages.

You may use our website without registering your details with us. Certain areas of our website will only be available to you if you register, however.

The website and all associated data are hosted by Othello Technology Limited.

#### Privacy Statement

We regard your privacy as important and the details that we collect from you, if you have chosen to provide them to us, is to enable us to send you information about products and services in which you register an interest. Please view our Privacy Policy for further information on our policy.

By providing us with your information you consent to us processing it for the purposes outlined in our **Privacy Policy**.

It is a requirement of using this site that at all times you will provide true and accurate details in registration forms and via other information request points on our site and also that you do not share any log in details with third parties without our express consent. You agree to notify us immediately if you suspect that a password used by you has been used by a third party.

If you provide or Exactis Limited has reasonable grounds to suspect that you have provided any information that is untrue, inaccurate, not current or incomplete, Exactis Limited has the right to suspend or terminate your use of our site and refuse any and all current or future use of the site (or portion of the site.)

#### Licence

You are permitted to print and download extracts from our website for your own use only (and on no account for commercial purpose), provided that:

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You are granted a non-exclusive and revocable licence to create a hyperlink to our home page. Your hyperlink must not portray Exactis Limited, our products and services, our agents, associates and affiliates in an offensive manner, or be misleading or false. You may not use our trademarks as part of your link without our written agreement for you to do so.

You acknowledge that Exactis Limited may terminate or suspend your right to use this website if you breach, or if Exactis Limited has reasonable grounds to suspect that you have breached the provisions of these Terms of Use.

## **Your use of the Exactis Limited Website**

Apart from your personal information, which is covered by our Privacy Policy any other material that you may post to our website will be considered non-confidential and non-proprietary. Exactis Limited shall have no obligations with regard to such material. Exactis Limited shall be free to copy, disclose, distribute, incorporate and use this material and all things embedded in it for its own commercial and non-commercial purposes.

When you use our website, you may not use it in any way that may be technically harmful (such as infecting it with computer viruses, logic bombs, Trojan horses, worms or any other harmful components, corrupted data, malicious or harmful software).

You may not use our website for any fraudulent or illegal purpose or in connection with a criminal offence.

You may not post or transmit material to, from or through our website that may be threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial or religious hatred, discriminatory, scandalous, inflammatory, blasphemous or that may infringe the rights of any third party.

You may not cause annoyance or inconvenience to any person by using our website. Exactis Limited shall cooperate with any law enforcement authorities or court order requesting or directing Exactis Limited to disclose the identity or locate anyone posting any material in breach of any of these provisions.

## **Links to Other Websites**

Links to third party websites on our website are provided solely for your convenience. If you use these links, you will leave our website. Exactis Limited has not reviewed all of these third party websites and does not control and is not responsible for them or their content or availability. Exactis Limited does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to our website, you do so entirely at your own risk.

## **Completing Forms on the Exactis Limited website**

If you choose to provide us with information via a form on the Exactis Limited website we will use that information only to complete the request specified by that form, or to update you regarding similar products and services to those purchased.

- If you choose to complete any Exactis Limited form, we will collect your information by an automated process.
- We will not share your information with any third party, other than as described above in Your Use of the Exactis Limited Website and our Privacy Policy.
- We do not create individual profiles with the information that you have provided.
- We will retain the information provided by you only for so long as is reasonably appropriate under the Data Protection Act 1998.

## **Copyright Statement**

All content within our website and software, passwords and code used or supplied in connection with its operation is the property of Exactis Limited or its licensors unless stated otherwise.

You expressly agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of this website or connected Exactis Limited websites or content, products or service made available via those sites.

## **Disclaimer**

While we endeavour to ensure that the information on our website is correct, Exactis Limited does not make any warranties or representations about the accuracy and completeness of the material on it. Exactis Limited may make changes to the material on the website, or to the products and prices described in it, at any time without notice. The material on our website may be out of date, and Exactis Limited makes no commitment to update such material. Exactis Limited expressly disclaims liability for errors and omissions in the contents of our website. Users should seek appropriate advice before proceeding on the basis of any information.

The material on our website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with our website on the basis that Exactis Limited excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill

which, but for this legal notice, might have effect in relation to the website.

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You acknowledge that use of the Internet is not guaranteed to be continuous or error free. The Exactis Limited shall not be liable for damage, costs or loss arising from events outside its control including without limitation flood, fire, theft, power outage, terrorist attack, loss or interruption of communications service, or strike.

### **Liability**

The liability of Exactis Limited for all loss directly resulting from the use of, or inability to use, its website is limited to £50. Save for that limit, Exactis Limited and any of its group companies of Exactis Limited and the officers, directors, employees, shareholders, contractors or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party through the use of, or your inability to use, our website, or through the content of our website. This includes (but this list is not exhaustive) any indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, or use of money. This limitation applies whether your damages or losses may arise in tort (including without limitation negligence) or contract.

Nothing in this legal notice shall exclude or limit the liability of Exactis Limited for:

- a) a death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

If your use of material on our website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs of such.

Nothing in these Terms of Use shall affect your statutory rights.

### **General**

Notices served in relation to these Terms of Use must be in writing and may be served by post or e-mail.

### **Governing Law and Jurisdiction**

These legal notices shall be governed by and construed in accordance with English law. Disputes arising in connection with these legal notices shall be subject to the exclusive jurisdiction of the English court,

ISSUE DATE: April 2010