

## **BRANDAND LIMITED TERMS OF USE**

### **1. CHANGES TO THE WEBSITE**

Brandand 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 However, please note that any of the content on the Website may be out of date at any given time, and Brandand are under no obligation to update it. Brandand does not guarantee that the Website, or any content on it, will be free from errors or omissions.

### **2. ACCESSING THE WEBSITE**

Brandand does 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. Brandand may suspend, withdraw, discontinue or change all or any part of the Website without notice. Brandand 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.

You are also responsible for ensuring that all persons who access the Website through Your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **3. YOUR ACCOUNT AND PASSWORD**

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

Brandand has the right to disable any user identification code or password, whether chosen by You or allocated by it, at any time, if in Brandand's reasonable opinion You have failed to comply with any of the provisions in these Terms of Use.

If You know or suspect that anyone other than You knows Your user identification code or password, You must promptly notify Brandand using the details set out in Condition 2 of our standard terms and conditions of sale.

### **4. INTELLECTUAL PROPERTY RIGHTS**

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You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from Brandand or its licensors.

If You print off, copy or download any part of the Website in breach of these terms of use, Your right to use the Website will cease immediately and You must, at Brandand's option, return or destroy any copies of the materials You have made.

## **5. NO RELIANCE ON INFORMATION**

The content on the Website is provided for general information only. It is not intended to amount to advice on which You should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

## **6. LIMITATION OF LIABILITY**

Nothing in these terms of use excludes or limits Brandand's liability for death or personal injury arising from Brandand's negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

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

Brandand 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, the Website; or
- use of or reliance on any content displayed on the Website.
- 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.

Brandand 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.

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

## **7. VIRUSES**

Brandand does 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 Computer Misuse Act 1990. Brandand will report any such breach to the relevant law enforcement authorities and Brandand will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Website will cease immediately.