

## 1. Introduction

- 1.1. This website is operated by Certifix Ltd, registered in England and Wales with company number 13365242, registered office Certifix Ltd, Pepper House, Pepper Road, SK7 5DP, VAT number 379862529.
- 1.2. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms of use, which govern your use of this website. In these terms of use, the expressions “we”, “our” or “us” refer to the owner and operator of this website. The term “you” refers to the user or viewer of this website.
- 1.3. To contact us, please email [info@certifix.co.uk] or telephone our customer service team on [0161 672 3333].
- 1.4. If you do not agree to these terms, you must not use our website.
- 1.5. We recommend that you print a copy of these terms for future reference.

## 2. Other applicable terms

- 2.1. Your use of this website is also subject to our privacy policy. Our privacy policy explains what information we will collect from you when you use this website and how we will use this information. If you choose to purchase any goods from us, such purchase(s) will be subject to additional terms and conditions which will be notified to you when you purchase the relevant goods and services.

## 3. Access to our website

- 3.1. Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons.
- 3.2. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 3.3. Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons.

## 4. Changes to the website

- 4.1. We may update and change our website from time to time without notice. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time.
- 4.2. We may transfer our rights and obligations under these terms to a third party without your consent.

## 5. Acceptable use

- 5.1. You must only use this website for lawful purposes. You must not use this website:

- 5.1.1.in any way that breaches any applicable local, national or international law or regulation;
  - 5.1.2.in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
  - 5.1.3.in any way that is in breach of these terms and conditions.
- 5.2. We may from time to time provide interactive services on this website, including, without limitation comment facilities and bulletin boards (“Interactive Services”).
- 5.3. Where we provide an Interactive Service, we will use reasonable endeavours to provide information to you about the kind of service offered and if it is moderated. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user or from the comments, content or other material that is posted or uploaded to any Interactive Service by another user whether the Interactive Service is moderated or not.
- 5.4. Any content that you supply/upload using an Interactive Service must comply with the content standards set out in section 5.5 below.
- 5.5. If it is the case that you supply/upload any content to this website – whether it be pictures, text or whatever – the content you supply must comply with the following rules:
  - 5.5.1.it must not be obscene, abusive, offensive, inflammatory or promote or propose hatred or physical harm against any person;
  - 5.5.2.it must not promote discrimination based on race, sex, religion, nationality, age or disability;
  - 5.5.3.it must not threaten, harass, bully, upset, embarrass or annoy any person;
  - 5.5.4.it must be true and honest so far as you know and not deceive any person;
  - 5.5.5.it must not be defamatory of any person;
  - 5.5.6.it must not use the material or content or infringe the rights or privacy of any other person;
  - 5.5.7.it must not advertise any goods or service or be for a commercial purpose;
  - 5.5.8.it must not give the impression that such content emanates from us, if this is not the case;
  - 5.5.9.it must not contain someone else’s personal details or confidential information relating to other people or misrepresent your identity or affiliation with any other person; and
  - 5.5.10. it must not promote or condone terrorism, violence or illegal behaviour.
- 5.6. We reserve the right to refuse to accept or refuse or cease to use any content supplied by any person that we think contravenes these rules. In the case of a serious breach of these rules (as determined by us in our absolute discretion) we may temporarily or permanently withdraw your right to use this website, take legal action against you and/or disclose such content to law enforcement authorities.

- 5.7. You warrant that any content you upload to our website complies with the standards set out in this section 5, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 5.8. Any content you upload to our website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.
- 5.9. You grant us a non-exclusive, non-transferable, perpetual, royalty-free, worldwide licence to use, reproduce, distribute, prepare derivative works of and display any content that you upload to the website on the website and across different media for our business purposes.
- 5.10. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 5.11. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section 5. You are solely responsible for securing and backing up your content.

## **6. Intellectual property rights**

- 6.1. We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2. You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.
- 6.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 6.4. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
- 6.5. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 6.6. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **7. No reliance on information**

- 7.1. The content on our 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 our website.

7.2. Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

## **8. Third party content**

8.1. Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked sites or information you may obtain from them.

8.2. We have no control over the contents of those sites or resources.

## **9. Limitation of our liability**

9.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

9.2. For business users:

9.2.1. We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.

9.2.2. We will not be liable to you 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:

9.2.2.1. use of, or inability to use, our website; or

9.2.2.2. use of or reliance on any content displayed on our website.

9.2.2.3. In particular, we will not be liable for:

9.2.2.3.1. loss of profits, sales, business, or revenue;

9.2.2.3.2. business interruption;

9.2.2.3.3. loss of anticipated savings;

9.2.2.3.4. loss of business opportunity, goodwill or reputation; or

9.2.2.3.5. any indirect or consequential loss or damage.

10. For consumer users:

10.1. Please note that we only provide our website for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **11. Viruses**

11.1. We do not guarantee that our website will be secure or free from bugs or viruses.

11.2. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

11.3. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our 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. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

## **12. Linking our website**

12.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

12.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

12.3. You must not establish a link to our website in any site that is not owned by you.

12.4. Our website must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

12.5. We reserve the right to withdraw linking permission without notice.

12.6. The site in which you are linking must comply in all respects with the content standards set out in section 5.

12.7. If you wish to link to or make any use of content on our website other than that set out above, please contact [info@certifix.co.uk].

## **13. Applicable laws**

13.1. If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

13.2. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **14. Trade marks**

14.1. ["Certifix"] is a trade mark of [Certifix Ltd]. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under section 6.