

# WEBSITE TERMS AND CONDITIONS

## Website Terms of Use

Important: this is an agreement between you and Art Systems Ltd("We", "us", "our").

www.artsystems.co.uk is a site operated by us. We are a private limited company registered according to the laws of England and Wales under company number 03079342 with a registered office at Units 10-12 Glasidale Point, Glasidale Parkway, Nottingham, NG8 4GP.

### By Using our site you accept these terms

Please read the following terms carefully. By using this website, you agree to these terms of use and prohibited uses of our site (the "Terms"). If you do not agree to these Terms, you may not access or otherwise use this website in any way whatsoever. From time to time, We may modify the Terms. Accordingly, please continue to review the Terms whenever accessing or using the Website.

The Terms refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy, which sets out information about the cookies on our site.

If you purchase goods from our site, our standard terms and conditions of sale ("Terms of Sale") will apply to the sales. Our returns procedure is outlined in our Terms of Sale. Where there is conflict between the Terms and our Terms of Sale, the Terms shall take precedence.

### We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

### We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, 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 site for business and operational reasons.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **You must keep your account details safe**

If you set up an account with us then you will choose a password as part of our security procedures. You are responsible for ensuring that your password is (i) sufficiently complex, (ii) kept secure and confidential and (iii) not disclosed it to any third party. In creating an account, you accept responsibility for all activity that occurs under your account and we shall not be liable for any loss that you may incur following someone else's use of your password or account, either with or without your permission.

We have the right to disable any user account at any time, if we:

- reasonably believe that you have failed to comply with any of the provisions of the Terms; or
- are concerned about the security of your account.

If you know or suspect that anyone else knows your account details, including your password, you must promptly notify us.

## **You must only use our site only for lawful purposes**

You must not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

## **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

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

If you print off, copy or download any part of our site in breach of the Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Do not rely on information on this site**

The content on our site 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 site.

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

### **We are not responsible for websites we link to**

Where our site 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 websites or information you may obtain from them.

We have no control over the contents of those sites or resources and do not accept any responsibility or liabilities for any losses or penalties that may be incurred in your use.

### **User-generated content is not approved by us**

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on 0115 9380 380.

### **Our responsibility for loss or damage suffered by you**

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.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our standard terms and conditions of sale.

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

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- 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.

### Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with our content standards set out below.

These standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole. Art Systems Ltd will determine, in its discretion, whether a Contribution breaches the content standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from [Westcoast Art Systems Ltd](#), if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to

understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

Contain any advertising or promote any services or web links to other sites. You warrant that any such contribution does comply with these standards, 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. The obligations in this paragraph survive termination of these Terms for any such reason.

Any content you upload to our site 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 and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

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 site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with our content standards.

You are solely responsible for securing and backing up your content.

**We are not responsible for viruses and you must not introduce them**

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

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

You must not misuse our site 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, interfere with, damage or disrupt our site, the server on which our site is stored or any server, computer, database or equipment connected to our site whether owned by us or any third party. You must not attack our site 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 site will cease immediately.

You accept that We have the right to change the material, or information of any aspect of the website at any time at our sole discretion. You further accept that such changes result in you being unable to access the website. We may have to suspend the Website from time to time to carry out maintenance and to make upgrades.

You agree to indemnify, defend and hold harmless us from and against any claims, actions, demands or other proceedings brought against us by a third party to the extent that such claim, suit, action or other proceedings is based on or arises in connection with your use of the website and any breach by you of the Terms. This section survives termination of this agreement for any such reason.

### **Rules about linking to our site**

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.

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.

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

Our site 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.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with our content standards.

If you wish to link to or make any use of content on our site other than that set out above, please contact us on 0115 9380 380.

### **Which country's laws apply to any disputes?**

These Terms, 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.

### **Our trademarks are registered**

ArtSystems is a UK registered trade mark of Art Systems Limited. You are not permitted to use our trade mark without our approval, unless they are part of material you are using as permitted under How you may use material on our site.