

# TOTALPOST WEBSITE - TERMS OF USE

## 1. INTRODUCTION

These terms of use govern your use of our website; by using our website, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.

If you register with our website, we will ask you to expressly agree to these terms of use.

## 2. LICENCE TO USE WEBSITE

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download, and print pages or documentation from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

## 3. ACCEPTABLE USE

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

## 4. RESTRICTED ACCESS

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.

We may disable your user ID and password in our sole discretion without notice or explanation.

## 5. USER GENERATED CONTENT

In these terms of use, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

Your user content (and its publication on our website) must not:

- be libellous or maliciously false;
- be obscene or indecent;
- infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- infringe any right of confidence, right of privacy, or right under data protection legislation;
- constitute negligent advice or contain any negligent statement;
- constitute an incitement to commit a crime;
- be in contempt of any court, or in breach of any court order;
- be in breach of racial or religious hatred or discrimination legislation;
- be blasphemous;
- be in breach of official secrets legislation;
- be in breach of any contractual obligation owed to any person;
- constitute spam;
- be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory; or
- cause annoyance, inconvenience or needless anxiety to any person.

Your user content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.

You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms of use.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

## 6. LIMITED WARRANTIES

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

## 7. LIMITATIONS OF LIABILITY

Nothing in these terms of use (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Subject to this, our liability to you in relation to the use of our website or under or in connection with these terms of use, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

- to the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature;
- we will not be liable for any consequential, indirect or special loss or damage;
- we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;
- we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control;
- our maximum liability in relation to any event or series of related events will be limited to £1,000.

## 8. INDEMNITY

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use.

## 9. BREACHES OF THESE TERMS OF USE

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:

- send you one or more formal warnings;
  - temporarily suspend your access to the website;
  - permanently prohibit you from accessing the website;
  - block computers using your IP address from accessing the website;
  - contact your internet services provider and request that they block your access to the website;
  - bring court proceedings against you for breach of contract or otherwise;
  - suspend and/or delete your account with the website; and/or
- Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## 10. THIRD PARTY WEBSITES

Our website includes hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 11. TRADE MARKS

The registered and unregistered trade marks or service marks on our website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

## 12. VARIATION

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

## 13. ASSIGNMENT

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

## 14. SEVERABILITY

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 15. EXCLUSION OF THIRD PARTY RIGHTS

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

## 16. ENTIRE AGREEMENT

These terms of use, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

## 17. LAW AND JURISDICTION

These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## 18. REGISTRATIONS AND AUTHORISATIONS

We are registered with NQA as an ISO 9001:2008 accredited manufacturer. Our certificate number is 10976.

Our VAT number is GB 801 4832 59.

## 19. OUR DETAILS

The full name of our company is TOTALPOST Services Plc.

We are registered in England & Wales under registration number 4532416.

Our registered address is 1 Skelgillside, Alston, Cumbria CA9 3TR, United Kingdom.

You can contact us by email to enquiries@totalpost.com.