

## **Emtelle Group**

### **Terms and Conditions of Website Usage**

These Terms and Conditions of Website Usage govern your use of our website. Please read these Terms and Conditions of Website Usage in full before you use this website. If you do not accept these Terms and Conditions of Website Usage, please do not use this website. Your continued use of this site confirms your acceptance of these Terms and Conditions of Website Usage.

These Terms and Conditions of Website Usage may change or be updated from time to time. It is your responsibility to access and check these Terms and Conditions of Website Usage whenever you access this website. The latest version of these Terms and Conditions of Website Usage will govern any future usage by you of this website.

#### **Website Access**

1.1 It is not necessary to register with us in order to use most parts of this website (however, particular areas of this website will only be accessible only if you have registered).

#### **Use of Website**

1.2 This website may be used for your own private purposes and in accordance with these Terms and Conditions of Website Usage.

1.3 You may print or download material from this website provided that you do not modify or reproduce any content without our prior written consent.

#### **Website Uptime**

1.4 All reasonable measures are taken by us to ensure that this website is operational all day, every day. However occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.

1.5 Where possible we always try to give advance warning of maintenance issues that may result in website down time, but we shall not be obliged to provide such notice.

#### **Visitor Provided Material**

1.6 Any material that a visitor to this website sends or posts to us shall be considered non-proprietary and non-confidential. We shall be entitled to copy/ disclose, distribute or use for such other purposes as we deem appropriate all material provided to us, with the exception of personal information, the use of which is covered under our Privacy Policy.

1.7 When using this website, you shall not post or send to or from this website any material:

- (a) For which you have not obtained all necessary consents
- (b) That is discriminatory, obscene, pornographic, defamatory, liable to include racial hatred, in breach of confidentiality or privacy, which may cause annoyance or

inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to civil liability or otherwise is contrary to the law in the United Kingdom;

(c) Which is harmful in nature including without limitation, computer virus, trojan horses, corrupted data, or other potentially harmful software or data.

1.8 We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of paragraph 1.7.

#### **Link to and from Other Websites**

1.9 Throughout this website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this website you do so at your own risk.

1.10 Any party wishing to link to this website is entitled to do so provided the conditions below are observed:

(a) You do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;

(b) You do not misrepresent your relationship with this website; and

(c) The website from which you link to this website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

1.11 By linking to this website in breach of clause 5.2 you shall indemnify us for any loss or damage suffered to this website as a result of such linking.

#### **Disclaimer**

1.12 Whilst we do take all responsible steps to make sure that the information on this website is up to date and accurate at all times, we do not guarantee that all material is accurate and/or up to date.

1.13 All material contained on this website is provided without any warranty of any kind. You use material on this website at your own discretion.

#### **Exclusion of Liability**

1.14 We do not accept liability for any loss or damage that you suffer as a result of using this website.

1.15 Nothing in these Terms and Conditions of Usage shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

#### **Law and Jurisdiction**

These Terms and Conditions of Website Usage are governed by English Law. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

**Our Details**

Our business name is: Emtelle UK Ltd

Our business address is: Haughhead, Hawick, TD9 8LF

Our contact details are: Tel 01450 364000 Fax 01450 364001