# GROUP WEBSITE

# TERMS OF USE

Date Issued: March 2020 Revision Date: March 2021

Document Owner: People & Communities Director

Version: 2.0

### GROUP WEBSITE TERMS OF USE

#### INTRODUCTION

Use of http://www.companyshop.co.uk (the Website) is subject to these terms of use. Users who do not accept these terms of use should not continue using the Website.

We may amend these terms of use at any time and any revised version will be effective immediately on being displayed on the Website.

In the event of any comments or questions concerning these terms of use, please contact us by emailing centralhr@companyshop.ltd.uk or writing to Company Shop Limited, Wentworth Way, Wentworth Industrial Estate, Tankersley, Barnsley, S75 3DH, or calling us on 01226 747 121

#### ACCESS TO AND USE OF THIS WEBSITE

In accessing any part of the Website, you agree:

- not to use the Website in such a way that disrupts, interferes with or restricts the use of the Website by other users;
- not to attempt to gain unauthorised access to the Website nor to attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- not to upload, display or transmit any materials through the Website which are false, offensive, defamatory, threatening, obscene, unlawful or which infringe the rights of any other person anywhere in the world;
- not to reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of the Website or attempt to transmit any information that contains a virus, worm, trojan horse or other harmful or disruptive component to the Website; and
- not to change, modify, delete, interfere with or misuse data contained on the Website and entered by or relating to any third party user of the Website.

Material contained on the Website may be downloaded, viewed and printed for personal use provided that no trade mark, copyright or other proprietary notices contained in or appearing on such material are removed in whole or in part and our status as the author of such material is acknowledged.

Material contained on the Website may not otherwise be copied, reproduced or redistributed in whole or in part without our prior written consent. In particular, it must not be reproduced or exploited for commercial gain.

All other rights are reserved and users must seek our permission before making any other use of material contained on the Website.

#### PRIVACY POLICY

If you supply personal data to us through the Website, such personal data will be processed in accordance with our Privacy Policy.

## GROUP WEBSITE TERMS OF USE

#### **OUR INTELLECTUAL PROPERTY RIGHTS**

We own or are licensed to use all intellectual property rights in and to the Website and all technical infrastructure relating to it and material published on it.

#### **EXCLUSIONS AND LIMITATIONS OF LIABILITY**

The Website has been prepared with the aim of providing information about our products and services.

Owing to the nature of the Internet, we cannot guarantee that the Website will always be available to users. You should ensure that you have appropriate protection against viruses and other security arrangements in place whilst using the Internet. We will not be liable to you for any loss or damage caused by a distributed denial-of-service attack, viruses 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 you downloading any material posted on it, or any website linked to it.

Although every reasonable effort has been made to ensure that the information on the Website was accurate at the time of publication, it is subject to variation at any time without notice and we do not give any warranty that any such information will be accurate or complete at any particular time or at all.

The Website and any information or other material contained on it are made available strictly on the basis that you accept it on an 'as is' and 'as available' basis. Where you rely on any information or other material contained in it, you do so entirely at your own risk and you accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of the Website are excluded to the fullest extent permitted by law. We exclude all liability whatever, to the fullest extent permitted by law, in respect of any loss or damage resulting or arising from any non-availability or use of the Website or of any other website linked to it, or from reliance on the contents of the Website or any material or content accessed through it.

#### **LINKS**

Links from the Website are provided for information and convenience only and we have no control over and cannot therefore accept responsibility or liability for the content of any linked third party website.

We do not endorse any linked website.

#### TRANSACTIONS CONCLUDED THROUGH OUR SITE

Contracts for the supply of goods formed through the Website are governed by our Terms and Conditions.

## GROUP WEBSITE TERMS OF USE

#### LINKING TO THE WEBSITE

You may link to our Website's 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, but 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 from any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.

#### **UPLOADED MATERIAL TO THE WEBSITE**

Any material you upload to the Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.

We have the right to remove any material or posting you make on the Website.

#### PASSWORD/ACCOUNT SECURITY

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account and you must not disclose your password to any third party. We shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. We shall have the right to disable any password at any time if in our opinion you have failed to comply with any of the provisions of these Website terms of use.

#### **OTHER LEGAL NOTICES**

There may be legal notices on other areas of the Website which relate to your use of the Website, all of which will, together with -our Privacy Policy and Cookies Notice govern your use of the Website.

These terms of use and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Website.