

# MINTING LIMITED

Terms of Website Use – 18th May 2018

Please read these terms of use carefully before using this website.

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website www.mintingdigital.co.uk ("our website") whether as a guest or a registered user.

Use of our website includes accessing, browsing or registering to use our website. By using our website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our website.

# Other applicable terms

These terms of use refer to the following additional terms which also apply to your use of our website:

- 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 website, 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 website.

#### Information about us

www.mintingdigital.co.uk is a website operated by Minting Limited (collectively referred to as "Minting", "we", "us" or "our" in this privacy notice). Minting Limited also trade as 'Minting Digital' or 'Minting Design'.

Our contact details are:

Registered address: Minting Limited

167 Park Street Cleethorpes

North East Lincolnshire

**DN357LX** 

Postal/trading address: Minting Limited

Fairfield Enterprise Centre

Lincoln Way

Louth Lincolnshire LN11 0LS

**Telephone**: +44 (0)1507 605511

**Email**: webmaster@mintingdigital.co.uk

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Company Number: 07700617

**VAT Number**: GB285718659

# Changes to these terms

We may revise these terms of use at any time by amending this document.

Please check this document from time to time to take notice of any changes we may have made as they are binding on you.

# Changes to our website

We may update our website from time to time and may change the content at any time. However, please note that any of the content on our website may be out of date at any given time and we are under no obligation to update it.

We do not guarantee that our website, or any content on it, will be free from errors or omissions.

# Accessing our website

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. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you, if for any reason, our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website.

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.

Our website is directed to people residing in the United Kingdom. We do not represent that content available on or through our website is appropriate or available in other locations. We may limit the availability of our website or any service or product described on our website to any person or geographic area at any time. If you choose to access our website from outside the United Kingdom you do so at your own risk.

# Intellectual property rights

We are the owner or the licensee of all intellectual property rights on our website and of 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 website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

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 and nor should any of the aforementioned materials be republished to any other website. Should you do this, we reserve the right to seek legal redress from you.

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

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.

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.

#### Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password you must promptly notify us at webmaster@mintingdigital.co.uk.

#### No reliance on information

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.

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.

# Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.

We will not be liable to any user 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 website.
- use of or reliance on any content displayed on our website.

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If you are a business user, please note that 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.
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our website for domestic and private use. You agree not to use our website 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.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

# <u>Viruses</u>

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

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

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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.

#### Linking to our website

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 website on any website that is not owned by you.

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

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We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our website other than that set out above, please contact webmaster@mintingdigital.co.uk.

# Third party links and resources on our website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the content of those websites or resources.

# Applicable law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

However, 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.

If you are a business, these terms of use, its subject matter and its 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.

## Contact us

To contact us, please email webmaster@mintingdigital.co.uk or our contact us page on our website.

#### Changes to this notice

This version, Rev:180518, was created on 18th May 2018, there are no previous versions.