TERMS OF WEBSITE USE

January 2017

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

This 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.test4less.co.uk (**our site**)

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

OTHER APPLICABLE TERMS

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

- Our <u>Privacy Policy</u>, 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 <u>Cookie Policy</u>, which sets out information about the cookies on our site.
- If you purchase goods from our site, our <u>Terms and conditions of sale</u> will apply to the transaction

INFORMATION ABOUT US

- www.test4less.co.uk is a site operated by Test4Less, a trading division of UK Test Instruments Limited ("We"). We are a limited company registered in England and Wales under company number 2529960.
- Our trading address is 4 Century Road High Carr Business Park, Newcastle-under-Lyme, Staffordshire, ST5 7UG, United Kingdom.
- Our registered office address is Votec House, Hambridge Lane, Newbury, Berkshire, RG14 5TN

Our VAT number is GB927202736.

CHANGES TO THESE TERMS

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

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

CHANGES TO OUR SITE

We may update our site from time to time, and may change the content at any time. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

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.

INTELLECTUAL PROPERTY RIGHTS

- 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 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 these terms of use, your right to use our site will cease immediately and you must, at our option, delete, remove, return or destroy any copies of the materials you have made.

NO RELIANCE ON INFORMATION

- 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.

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

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; or
- any indirect or consequential loss or damage.

We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity arising from the use of our site.

- We will not be liable for any loss or damage caused by a virus, distributed denial-ofservice 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 site or to your downloading of any content on it, or on any website linked from it.
- We assume no responsibility for the content of websites linked on our site. 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.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our <u>Terms and</u> <u>conditions of sale</u>.

VIRUSES

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 programmes and platform in order 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 which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. 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.

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.

If you wish to make any use of content on our site other than that set out above, please <u>contact us</u>.

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

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

We have no control over the contents of those sites or resources.

APPLICABLE LAW

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.

TRADE MARKS

'Test4less' is a trade mark and trading division of UK Test Instruments Limited.

CONTACT US

To contact us, please use the <u>Contact Us</u> Page located at the bottom of the home page

Thank you for visiting our site.