

AMEMA LIMITED T/A PROFITTER



TERMS AND CONDITIONS

IMPORTANT LEGAL NOTICE

ATTENTION: These terms and conditions ("Terms") apply to the entire contents of the website under the domain name [www.profitfitter.org.uk], ("Website") and to any correspondence by e-mail between us and you. Please read these Terms carefully before using the Website. By using any part of the Website, you shall be deemed to have accepted these Terms. If you do not accept these Terms, do not use the Website. This notice is issued by Amema Limited trading as Profitfitter ("Profitfitter"). References to "we", "our", and "us" are to Profitfitter.

1. Introduction

- 1.1. You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register.
- 1.2. We reserve the right to make changes to any part of the Website and these Terms at any time. You should check the Website from time to time to review the then current Terms, because they are binding on you.

2. Licence

- 2.1. You are permitted to print and download extracts from the Website, for your own personal use, on the following basis:-
 - 2.1.1. no documents or related graphics on the Website are modified in any way;
 - 2.1.2. no graphics on the Website are used separately from the corresponding text; and
 - 2.1.3. Profitfitter's copyright and trade mark notices and this permission notice appear in all copies.
- 2.2. Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation the layout of the Website, organisation, photographs and graphical images) are owned by us or our licensors. Any use of extracts from the Website other than in accordance with paragraph 2.1 for any purpose is prohibited.
- 2.3. All copyright and other intellectual property rights in any software or underlying software ("Software") that is made available for download from the Website are owned by us or our licensors. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software. Do not install or use any Software unless you agree to such licence agreement.
- 2.4. If you breach any of these Terms, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.
- 2.5. Subject to clause 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 2.6. Any rights not expressly granted in these Terms are reserved.

3. Service access

- 3.1. While we endeavour to ensure that the Website is normally available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 3.2. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

4. Visitor material and conduct

- 4.1. Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. We shall have no obligation with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied in them for any and all commercial or non-commercial purposes.
- 4.2. You are prohibited from posting or transmitting to or from the Website any material:-

- 4.2.1. that is threatening, defamatory, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- 4.2.2. for which you have not obtained all necessary licences and/or approvals; or
- 4.2.3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- 4.2.4. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted or harmful data or other malicious software).
- 4.3. You must not misuse the Website (including, without limitation, by hacking, contaminating or seeking to violate its security).
- 4.4. If we suspect there is a risk to security of the Website, we shall be entitled to suspend or restrict access until we are satisfied the risk has ceased.
- 4.5. We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of or locate anyone acting in breach of paragraphs 4.2 or 4.3.

5. Links to and from other websites

- 5.1. Links to third party websites on the Website (if any) are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed all of these third party websites and we do not control and are not responsible for these websites or their content, privacy policies, security or availability.
- 5.2. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them.
- 5.3. If you decide to access any third party websites linked to the Website, you do so entirely at your own risk and we cannot be held liable for any loss or damage which may arise from access to, and use of, such sites.
- 5.4. These Terms only apply to your access to and use of this Website. If you use one of the links on this Website to visit a third party site, your viewing and use of such websites and any purchases or orders made through them will be subject to separate terms and conditions to be entered into between you and the third party. We cannot be held liable for any loss or damage which may arise from contracts entered into as a result of the use of such sites.
- 5.5. If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:-
 - 5.5.1. you do not remove, distort or otherwise alter the size or appearance of Profitter's logo(s);
 - 5.5.2. you do not create a frame or any other browser or border environment around the Website;
 - 5.5.3. you do not in any way imply that we are endorsing any products or services other than our own;
 - 5.5.4. you do not misrepresent your relationship with us nor present any other false information about us;
 - 5.5.5. you do not otherwise use any trade marks displayed on the Website without our express written permission;
 - 5.5.6. you do not link from a website that is not owned by you; and
 - 5.5.7. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- 5.6. We expressly reserve the right to revoke the right granted in paragraph 5.5 for breach of these Terms and to take any action we deem appropriate.
- 5.7. You shall fully indemnify us for any loss or damage suffered by us or any of our associated companies as a result of your breach of paragraph 5.5.

6. Registration

- 6.1. Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.
- 6.2. You are responsible for the security of any passwords used on the Website.

7. Disclaimer

- 7.1. While we endeavour to include accurate, complete and up-to-date information on this Website, we make no warranties or representations as to its accuracy or completeness. We may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date. We and our associate companies do not accept responsibility for any statement on the Website or any reliance on it.
- 7.2. The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (express and implied) which, but for these Terms, might have effect in relation to the Website.

8. Liability

8.1. We, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of our associate companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including but not limited to, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

8.2. In the event that the applicable law does not allow the limitation or exclusion of liability or damages, you agree that in no event shall our total liability to you for all damages, losses and causes of action of any kind exceed the amount, if any, you have paid us for any products or services purchased from this Website (unless varied by terms specific to these products or services).

8.3. Nothing in these Terms shall exclude or limit our liability for:-

- 8.3.1. death or personal injury caused by our negligence; or
- 8.3.2. fraud; or
- 8.3.3. misrepresentation as to a fundamental matter; or
- 8.3.4. any liability which cannot be excluded or limited under applicable law.

8.4 You are liable for any costs in relation to your use of material on the Website which results in the need for servicing, repair or correction of equipment, software or data.

9. Our losses

9.1. You agree to indemnify us against any claims, demands or proceedings brought against us by any third parties as a result of your use of this Website or your other actions or omissions or where we suffer any loss or damage as a result of your breach of these Terms.

9.2. Your "use" of this Website includes any use by third parties where those parties access this Website using your computer. In such circumstances, you agree to pay us all costs, damages and expenses (including reasonable legal fees) awarded against us or otherwise incurred by us, arising from any claim, or legal proceedings.

10 . Data protection and privacy

10.1. Any personal information you supply to us when you use this Website will be used in accordance with our Privacy Policy.

10.2. If you use our Website, you agree to accept our Privacy Policy.

11. General

11.1. These Terms are governed by English Law and use of this Website is subject to English Law.

11.2. Headings in these Terms are for convenience only and will have no legal meaning or effect.

11.3. If we waive a breach of any of these Terms, it shall not be deemed as a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. The provisions of the Contracts (Rights of Third Parties) Act 1999 (or any analogous laws) shall not apply to these Terms. If a competent authority decides any part of these Terms cannot be enforced, that particular part will not apply but the rest will.

11.4. Amema Limited is a company registered in England under company number 11445886 whose registered office is at Vine Road, Johnston, Haverfordwest, Pembrokeshire SA62 3NZ.