

## Website terms and conditions (version 2.1)

### **(1) Introduction**

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, do not use our website.

### **(2) Intellectual property rights**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

### **(3) Licence to use website**

You may view, download for caching purposes only, and print pages or other content offered for download such as presentations and white papers from the website for your own personal use, subject to the restrictions below.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or otherwise sub-license material on the website;
- (c) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (d) edit or otherwise modify any material on the website; or
- (e) redistribute material from this website except for content specifically and expressly made available for redistribution such as our newsletter.

### **(4) Limitations of liability**

The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise. Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in connection with our website, whether direct or indirect, and whether arising in tort, contract, or otherwise.

However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

#### **(5) Restricted access**

Access to certain areas of our website is restricted. We reserve the right to restrict access to any areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. You accept responsibility for all activities that occur under your user ID or password.

We may disable your user ID and password [at our sole discretion] [OR] [if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us].]

#### **(6) BLOGs/ bulletin boards / chat room / comments**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.



You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website for any purposes related to marketing without our express written consent.

You must not use our website to copy, publish or send mass mailings or spam.

You must not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under English and other applicable law. All material you copy, publish or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; further, material must not be misleading, deceptive, sexually explicit, threatening, abusive, harassing or menacing.

We reserve the right to edit or remove any material posted upon our website.

We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you.

In respect of all material that you post on our website, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-licence such rights.

## **(7) Variation**

We may revise these terms and conditions from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

**(8) Entire agreement**

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

**(9) Law and jurisdiction**

This notice will be governed by and construed in accordance with English law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of England.

**(10) Our contact details**

The full name of our company is Dolphin software Solutions Limited. We are registered in England under registration number 06299540. Our registered address is 25 Duke Street, London, W1U 1LD.

You can contact us by email to [admin@dolphin-software.com](mailto:admin@dolphin-software.com).

These terms and conditions are based on a template created and distributed by [www.website-law.co.uk](http://www.website-law.co.uk).