

Microcomms Website Site Terms of Use

Microcomms Professional Services, a company registered in England and Wales under company number 05628446, whose registered office is at Wheal Jane Earth Science Park, Baldhu, Truro, TR3 6EE, hereinafter referred to as **Microcomms** or **'We'** operate the website at www.Microcomms.co.uk (the **'Site'**). In these terms, references to **'You'** or **'Your'** or **User'** shall mean the person visiting the Site. We set out the following terms and conditions to govern Your use of the Site.

By using our Site or agreeing to these terms and conditions, You expressly agree to be bound by these terms. You should read the terms carefully and ensure that You understand their effect before proceeding to use the Site. If You disagree with any part of the terms, do not use the Site. If You violate these terms, Microcomms may terminate Your use of the Site, bar You from future use of the Site and/or take appropriate legal action against You.

1. PERMITTED USE

- 1.1. You may view Site pages, download Site pages for caching purposes only, and print Site pages (excluding images). You agree that You are only authorised to visit, view and to retain a copy of pages of this Site for Your own personal, non-business use and that You shall not duplicate, download, publish, modify or otherwise distribute the material on the Site for any purpose other than this.
- 1.2. 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.
- 1.3. 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.
- 1.4. You must not establish a link to our Site in any website that is not owned by You.
- 1.5. 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 without express permission in writing. We reserve the right to withdraw linking permission without notice.
- 1.6. The content and software on this Site is the property of Microcomms and/or its suppliers/ licensors and is protected by UK and international copyright laws.

2. CHANGES TO OUR SITE

- 2.1. We may update our Site from time to time, and may change the content at any time. However, please note that any of the content on our Site may be out of date at any given time, and We are under no obligation to update it. We do not guarantee that our Site, or any content on it, will be free from errors or omissions.

3. CHANGES TO OUR TERMS

- 3.1. We reserve the right to make reasonable modifications to these terms at any time without notice by posting the changes on this page. You agree that Microcomms will treat Your continued use of the Site as acceptance of these terms as may be amended from time to time.

4. PROHIBITED USE OF THE SITE

- 4.1. The following uses of the Site (and the material on the Site) are strictly prohibited:
 - a) Any sale, sub-licensing, rental, distribution, public exploitation and any republication (including republication on another website), posting, framing, reverse engineering or modification of or creation of derivative works from the Site (unless You own or control the relevant rights in the material). Notwithstanding this, You may redistribute our newsletter in electronic form to any person.
 - b) You must not use the Site in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
 - c) You must not use the Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
 - d) You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Site without Microcomms's express written consent.
 - e) Other than as permitted on the Site, You must not use the Site to transmit or send unsolicited commercial communications. You must not use the Site for any purposes related to marketing without our express written consent.
- 4.2. **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.**

5. PRIVACY AND CONFIDENTIALITY

- 5.1. These terms incorporate our Privacy Statement and Cookie Policy by this reference.

6. GENERAL DISCLAIMER

- 6.1. Microcomms does not promise that the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any content, search or link on it.
- 6.2. The Site and its content are delivered on an 'as-is' and 'as-available' basis. Microcomms cannot ensure that files You download from the Site will be free of viruses or contamination or destructive features.
- 6.3. Microcomms will not be liable for any Losses of any kind arising from the use of this Site, including without limitation, direct, indirect, incidental, and punitive and consequential damages. Microcomms disclaims any and all liability for the acts, omissions and conduct of any third party users in connection with or otherwise related to Your use of the Site.

7. HYPERLINKS AND SEARCH RESULTS

- 7.1. The Site may contain hyperlinks or produce search results that reference or link to third party websites throughout the World Wide Web. These are provided for Your ease of reference only and Microcomms does not endorse such websites or accept any responsibility for the content of such websites and cannot therefore guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive or that they will not contain viruses or otherwise impact Your computer. By using the Site to search for or link to another website, You agree and understand that You may not make any claim against Microcomms for any Losses, whatsoever, resulting from Your use of the Site to obtain search results or to link to another website.

8. WARRANTIES

- 8.1. We do not warrant or represent:
 - a) the completeness, validity or accuracy of the information published on our Site;
 - b) that the material on the Site is kept up-to-date; or
 - c) that the Site or any service on the Site will remain available. We reserve the right without liability to You, to discontinue or alter any or all of our Site services, and to stop publishing our Site, at any time in our sole discretion without notice or explanation.
- 8.2. To the extent permitted by law, We exclude all conditions, warranties (including also any implied warranties of merchantability and fitness for a particular purpose), representations or other terms which may apply to our Site or any content on it, whether express or implied.

9. LIMITATION OF LIABILITY

- 9.1. Nothing in these terms 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.
- 9.2. The limitations and exclusions of liability set out in this clause 9 and elsewhere under these terms and conditions are subject to clause 9.1; and, govern all liabilities arising hereunder, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise.
- 9.3. To the extent that our Site and the information and services on our Site are provided free of charge, We will not be liable for any loss or damage of any nature.
- 9.4. We will not be liable to You for any losses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - a) use of, or inability to use, our Site; or
 - b) use of or reliance on any content displayed on our Site; or
 - c) event or events beyond our reasonable control.
- 9.5. 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 Site or to Your downloading of any content on it, or on any website linked to it.
- 9.6. We will not be liable to You in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 9.7. We will not be liable to You in respect of any special, indirect or consequential loss or damage.

10. ENFORCEABILITY

If it turns out that a particular clause is not enforceable, this will not affect any other clauses.

11. ENTIRE AGREEMENT

These terms together with the Privacy Statement and Cookie Policy and any other terms on this Site (which are hereby incorporated by reference) together constitute the entire agreement between You Microcomms in relation to Your use of the Site and supersedes any prior representations, inducements or agreements relating to its subject matter.

12. THIRD PARTY RIGHTS

These terms govern the relationship between the You and Microcomms and do not create any third party beneficiary rights.

13. LAW AND JURISDICTION

All of these terms are governed by English Law and any disputes arising in relation to these terms and/or the Site are subject to the exclusive jurisdiction of the English Courts.

14. CONTACT DETAILS

You can contact us by writing to the business address given above, by using our Site contact form, by email to Hello@Microcomms.co.uk or by telephone on 01209 843636.