

## Terms of use

Please read these terms and conditions carefully. They contain important information about your rights and obligations.

#### 1. Introduction

- 1.1 Please read these terms and conditions carefully before using the website operated by acomos™ (company registration 06346791). By using our website you agree to be legally bound by these terms and conditions [as they may be modified and posted on our website from time to time].
- 1.2 If you do not wish to be bound by these terms and conditions then you may not use our website.

#### 2. Nature of our website

2.1 Our website is a place for you to find out information about our products and services. Our website describes our products and services in more detail.

#### 3. Modifications to website

- 3.1 We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of our website or the content or services available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content and/or the sale of new products and services shall be subject to these terms and conditions.
- 3.2 Please note that although we try to ensure that the content of our website is accurate, our website may contain typographical errors or other inaccuracies.

## 4. Information you provide to us

- 4.1 The following applies to any information you provide to us.
- (a) You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through our website by us, our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties.
- (b) You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your personal information, please read our <u>privacy policy</u>.
- 4.2 By accepting these terms and conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. If you would like to review or modify any part of your Personal Information then you should email us at support@acomos.com
- 4.3 You warrant and undertake that you will not use our website for any purpose that is illegal or prohibited by these terms and conditions, including without limitation the posting or transmitting of any libellous, defamatory, inflammatory or obscene material. If you breach these terms and conditions then your permission to use this website terminates immediately without the necessity of any notice being given to you. We retain the right to deny access to any person who fails to comply with these terms and conditions.



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## 5. Security

You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by you for use on our website. You may not share these with or transfer them to any third parties. You must notify acomos™ immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention.

## 6. Copyright and monitoring

The contents of our website are protected by international copyright laws and other intellectual property rights. The owner of these rights is acomos™, its affiliates or other third party licensors. All product and company names and logos mentioned in our website are the trade marks, service marks or trading names of their respective owners, including us. You may download material from our website for the sole purpose of placing an order with acomos™ or using our website as an information resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in order to complete any test or questionnaire.

## 7. Availability of our website

We will try to make our website available but cannot guarantee that our website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

# 8. Liability

- 8.1 We accept no liability for any indirect or consequential loss or damage, or for any direct or indirect loss of data, profit, revenue or business in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our website or its contents other than as a direct result of purchasing Products (which shall be subject to the exclusions and limitation of liability set out in these terms and conditions), we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of acomos™ or our servants, agents or any other person or entity.
- 8.2 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our website and is compatible with our website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.
- 8.3 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.



# Terms of use

#### 9. General

- 9.1 We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. You must check the terms and conditions on the website regularly.
- 9.1 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.
- 9.2 These terms and conditions and your use of our website are governed by English law and you submit to the non-exclusive jurisdiction of the English court.
- 9.3 These terms and conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.