

## WEBSITE TERMS OF USE

### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SITE

These terms of use (which include the documents referred to in these terms of use) tells you the terms on which you may make use of our website [www.volarti.co.uk](http://www.volarti.co.uk) ("our site") Use of our site includes accessing, browsing, or registering to use our site and these terms apply to your use.

We recommend that you print a copy of these terms for future reference.

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

If you do not agree to these terms of use, please do not use our site.

#### **Other applicable terms**

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

Our Privacy Policy, 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 Cookie Policy, which sets out the information about cookies on our site.

In addition, if and to the extent that you are a client of ours, these terms of use shall be incorporated with the terms under which we provide our services to you except to the extent that those terms of service conflict with these terms of use, in which case the terms of service shall prevail.

#### Information about us

[www.volarti.co.uk](http://www.volarti.co.uk) is a site operated by Volarti Ltd ("**we**"). We are registered in England and Wales under company number **10452421**, we have our registered office at and our main trading address is 33a High Street, Stony Stratford, MK11 1AA. We are a limited company.

## Changes to these terms

We may revise these terms of use at any time by amending this page. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

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

## Accessing our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## 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 may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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, 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.

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. 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.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

#### 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.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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.

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.

For the avoidance of doubt, different limitations and exclusions of liability may apply to liability arising as a result of our supply, separately from our site, of services to you. If and to the extent that this is the case, such limitations and exclusions of liability will be set out in the agreed terms of service.

## Uploading content to our site

To the extent that we enable you to upload material to our site, any such material you provide to us for our site will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material provided by you for our site constitutes a violation of their intellectual property rights or of their right to privacy.

We will not be responsible or liable for the content or accuracy of any materials uploaded by you or any other user of our site. We also have the right to remove any material or posting you make on our site if, in our opinion, such material is unacceptable but **we shall not monitor** such material nor shall we be responsible for ensuring that material we have enabled a user to upload, is removed.

## 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.

The website in which you are linking must comply in all respects with the standards set out in these terms.

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

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

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. You and we both agree to the exclusive jurisdiction of the courts of England and Wales.

## Contact us

To contact us, please email: [michelle@volarti.co.uk](mailto:michelle@volarti.co.uk)

This version of these terms are effective from 3rd March 2017. Thank you for visiting our site.