



Terms of Use

1. Introduction

1.1 This website ("the Website") is operated by Net Zoo and whose address is at Groesffordd, Llanasa Road, Gronant, Flintshire, LL19 9TG ("Net Zoo").

1.2 Please read these Terms & Conditions carefully before using the Website. By accessing any part of the Website, you shall be deemed to have accepted these Terms & Conditions in full, regardless of whether or not you choose to register as a member on the Website. If you do not accept these Terms & Conditions, you must leave the Website immediately.

1.3 Net Zoo may revise these Terms & Conditions at any time by posting an update on the Website. Your continued use of the Website after any such change constitutes your acceptance of the new Terms & Conditions and they shall be binding on you. You should therefore check the Website from time to time to review the then current Terms & Conditions. **These Terms & Conditions were last updated in January 2011.**

2. Disclaimer

2.1 Whilst Net Zoo endeavours to ensure that the Website is normally available 24 hours a day, it shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reasonable cause.

2.2 You acknowledge that whilst Net Zoo endeavours to ensure that information on the Website and any related material provided to you by Net Zoo, whether by email or otherwise ("the Net Zoo Materials") is accurate and complete, it is provided only for general information, is not intended to address your particular requirements and does not constitute any form of advice or recommendation by Net Zoo. You acknowledge that the Net Zoo Materials should not be relied upon by you in making (or refraining from making) any specific investment or other business or personal decisions and acknowledge that professional advice should be obtained before making any such decision. Finally, you acknowledge that some of the content may be supplied by third parties and the accuracy and completeness of it will not have been checked by Net Zoo.

2.3 Net Zoo will use reasonable endeavours to ensure that the Website and the Net Zoo Materials do not contain or promulgate any viruses or other malicious code. However, it is recommended that you should virus check all such materials and regularly check for the presence of viruses and other malicious code.

3. Use of Website Content

3.1 All intellectual property rights in the Net Zoo Materials are reserved by Net Zoo or its licensors or users (as applicable).

3.2 You agree that in using the Net Zoo Materials you shall (except where otherwise agreed in writing with Net Zoo):

(a) use them only in accordance with the following permitted uses:

(i) viewing them on a computer screen and printing not more than one copy of them (and not further copying them);

(ii) where and to the extent (only) that permission to download and store them is specifically granted in the relevant Net Zoo Materials (if at all), downloading and storing the content on the hard disk of your computer or portable media but not making any further transfer or copy of it; and

(iii) making only such other use (if any) of them as may be specifically authorised in the Net Zoo Materials.

For the avoidance of doubt, you agree not to distribute, reproduce, modify, store, transfer or in any other way use any of the Net Zoo Materials (including as part of any database, library, news, information, archive, website or similar service) other than as set out above.

(b) not create a database (electronic or otherwise) that includes any Net Zoo Materials;

(c) not disseminate advertisements on the Website or use the Net Zoo Materials for any other commercial purposes (which would include using them to promote or encourage the sale of your goods/services);

(d) not transmit or re-circulate any Net Zoo Materials to any third party (unless specifically authorised to do so by Net Zoo);

(e) not remove the copyright or trade mark notice(s) from the Net Zoo Materials;

(f) not disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(g) not disseminate any material which is or may infringe the rights (including intellectual property rights) of any third party or be unlawful, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, which may cause annoyance or inconvenience or may restrict or inhibit the use of the Website by any person or which constitutes or encourages conduct that may be considered a criminal offence or give rise to civil liability in any country in the world;

(h) not disseminate any material which does or may bring Net Zoo or any of its brands or subsidiaries into dispute or in any way damage their reputation;

(i) not disseminate any material that may interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data; and

(j) not post link(s) that take users to material that contravenes any of the above restrictions.

3.3 Additional terms may apply to:

- (a) any purchases you make through the Website;
- (b) registration to the Website and/or any other email alert or other related services; and
- (c) any promotion, competition or draw appearing on the Website.

4. Use of Software

Copyright in any software that is made available for download from the Website and/or the Net Zoo Materials belongs to Net Zoo or its suppliers. Your use of the software is governed by the terms of any license agreement that may accompany or be included with it. Do not install or use any software unless you agree to such license agreement.

5. User Generated Content

5.1 The pages of the Website where you are capable of posting content are provided for your private, non-commercial exchange of lawful, relevant, fair and appropriate information, opinions and comment. Use of the Website that is inconsistent with those stated purposes is strictly prohibited. By submitting any content to the Website, you:

- (a) grant Net Zoo the right to use such content and all material embodied therein for any purposes including, without limitation, to edit, copy, reproduce, translate, disclose, post and/or remove such content from the Website and hereby waive all of the moral rights that you have under Chapter IV of the Copyright, Design and Patents Act 1988 in respect of any material you post to the Website;
- (b) warrant to Net Zoo that all such content complies with the provisions of Clause 3.2; and
- (c) acknowledge that Net Zoo may require you to confirm the above rights and warranties and agree to do so within 7 days of any request from Net Zoo.

5.2 Net Zoo reserves the right (but not the obligation) at its sole discretion to refuse or remove any content that is posted to, or available on, the Website without the need to give any reasons for doing so. However, Net Zoo will not review the materials that you or anyone else makes to the Website and therefore, unless we are specifically notified of the nature of any item of content, you cannot assume that Net Zoo is aware of it. If you object to the publication of any material placed on the Website please contact Net Zoo using the Web Editor contact details shown on the "Contact Us" section of the Website and we will take whatever action we deem appropriate.

5.3 Net Zoo accepts no responsibility for any statements, material or other submissions placed on the Website by users.

6. Links to and from other websites

6.1 Links on the Website to third party websites are provided solely for your convenience. If you use these links, you leave the Website. Net Zoo has not reviewed these third party websites and does not control and is not responsible for these websites or their content or availability. Net Zoo therefore does not endorse or make any representations about them, or any material found on them, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

6.2 You may link to the home page of the Website but strictly only on the basis that you do not replicate the home page of the Website, and subject to the following conditions:

- (a) you do not create a frame or any other browser or border environment around the Website;
- (b) you do not in any way imply any endorsement by Net Zoo other than with its written consent or misrepresent your relationship with Net Zoo;
- (c) you do not use any logos or trade marks displayed on the Website without the express written permission of Net Zoo;
- (d) you do not link from a website that is not owned by you; and
- (e) your website does not contain content that is distasteful, offensive or controversial, that infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

6.3 You may link to other pages of the Website only with the prior written consent of Net Zoo and subject always to the obligations set out in Clause 6.2. If you wish to do so, please contact Net Zoo using the Web Editor contact details shown on the "Contact Us" section of the Website.

7. Registration

7.1 To access certain parts of the Website, Net Zoo may require you to register and provide certain information about yourself. Such registration shall be subject to specific terms of registration. When you register you also agree to:

- (a) provide true, accurate, current and complete information about yourself as prompted by the relevant registration form (such information being the "Registration Data"); and
- (b) contact the Web Editor shown on the "suggest a link" section of the Website in the event that you wish to update your Registration Data.

7.2 Where you register on the Website, you will be allocated a user name and password. These account details must be used solely by you; sharing your user name and password with any other person or making it available to multiple users on a network is strictly prohibited. Accordingly, you agree to:

- (a) maintain the security of your user name and password and be fully responsible for all use of the Website made using your user name and password;
- (b) immediately notify Net Zoo if you become aware of any unauthorised use of your user name and password or any other breach of security by sending an appropriately worded email to info@netzoo.co.uk; and
- (c) ensure that you exit from your website account at the end of each session.

Net Zoo cannot and will not be liable for any losses, damages or costs arising from your failure to comply with these requirements.

8. Trade Marks

All Net Zoo trade marks (whether registered or unregistered) and graphics, logos, designs, page headers and button icons are the intellectual property rights of Net Zoo and neither they nor any confusingly similar versions may be used by you including (but not limited to) as part of any trade marks and/or domain names without the prior written consent of Net Zoo other than for the purpose of referring to Net Zoo and its associated brands lawfully and in good faith (only).

9. Suspension of access to the Website and User Indemnities

9.1 If, for any reason, Net Zoo believes that you have not complied with any of these Terms & Conditions it may, at its sole discretion, cancel your access to the registration sections of the Website immediately and without giving you any advance notice.

9.2 Without prejudice to the provisions of Clause 9.1, you agree to compensate Net Zoo in respect of any claims, losses, expenses and/or liabilities (including legal fees) which arise from your use of the Website and/or the Net Zoo Materials (or by a third party using your user name and password) including in particular (but not limited to) any statements, contributions or other content posted on the Website or any breach of Clause 3.2.

10. Limitation of Net Zoo's Liability

10.1 Net Zoo will not be liable to you for any loss or damage caused by Net Zoo or its employees or sub-contractors in circumstances where:

- (a) there is no breach of a legal duty of care owed to you by Net Zoo (or its employees or sub-contractors); or
- (b) such loss or damage is not a reasonably foreseeable result of any such breach; or
- (c) in respect of any increase in the loss or damage resulting from your actions.

10.2 Without prejudice to Clause 10.1 but subject to Clause 10.3, any liability of Net Zoo arising in respect of your use of the Website and/or the Net Zoo Materials (whether in tort, contract or otherwise) shall be limited in aggregate to five hundred pounds sterling (£500) per event unless otherwise agreed in writing between us.

10.3 Nothing in these Terms & Conditions shall exclude or limit Net Zoo's liability for:

- (a) death or personal injury caused by the negligence of Net Zoo and/or its employees negligence; or
- (b) fraudulent misrepresentation by Net Zoo and/or its employees.

11. Privacy Policy

The provision of personal information by you and use of it by Net Zoo is subject to Net Zoo's Privacy Policy available as a link to this Website.

12. General

12.1 In the event that any provision of these Terms & Conditions is held to be invalid or unenforceable, the remainder of these Terms & Conditions shall remain valid and enforceable.

12.2 These Terms & Conditions shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.