

Terms and conditions

ATTENTION: PLEASE READ THE TERMS BELOW CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS AND TO COMPLY WITH THE TERMS AND OUR COPYRIGHT POLICY.

IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.

1. Introduction

Xeretec Office Systems Ltd, including subsidiaries and affiliates ("Website Owner" or "we" or "us" or "our") whose registered office is at Ashridge Park, Oaklands Park, Wokingham, Berkshire, RG41 2FD (company registration number 02645354) provides the information contained on this Website or any of the pages comprising www.xeretec.co.uk ("Website") to visitors ("Visitors") (cumulatively referred to as "you" or "your") subject to the terms and conditions set out in these Terms, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this Website.

2. Information on the Website

Whilst every effort is made to update the information contained on this Website, neither the Website Owner nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, research information, data and/or content contained on the Website (including but not limited to any information which may be provided by any third party or data or content providers) ("Information") and shall not be bound in any manner by any Information contained on the Website.

The Website Owner reserves the right at any time to change or discontinue without notice, any aspect or feature of this Website. No Information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. You rely on the Information contained on this Website at your own risk. If you find an error or omission at this Website, please let us know. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy and security of data input and output.

3. Changes to these Terms

We amend these Terms from time to time. Every time you wish to use our Website, please check these Terms to ensure you understand the Terms that apply at that time. Our Website is made available free of charge.

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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



4. Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our Website, 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 Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.

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 Website must always be acknowledged. You must not use any part of the content on our Website 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 Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

The trade marks, names, logos and service marks (collectively "Trade Marks") displayed on this Website are registered and unregistered trade marks of the Website Owner. Nothing contained on this Website should be construed as granting any license or right to use any Trade Mark without the prior written permission of the Website Owner.

5. External Links

External links may be provided for your convenience, but they are beyond the control of the Website Owner and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external Website's terms and conditions of use. No hypertext links shall be created from any Website controlled by you or otherwise to this Website without the express prior written permission of the Website Owner. Please contact us if you would like to link to this Website or would like to request a link to your Website.

6. Warranties

The Website Owner makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the Website, the information contained on the Website, your or your company's personal information or material and information transmitted over our system.

The content on our Website 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 Website.



7. Disclaimer of Liability

Whether you are a consumer or a business user we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.
- We will not be liable to you 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 Website; or
 - use of or reliance on any content displayed on our Website.
- 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 Website for domestic and private use. You agree not to use our Website 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.
- if defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

8. Use of the Website

The Website Owner does not make any warranty or representation that information on the Website is appropriate for use in any jurisdiction (other than **Great Britain**). By accessing the Website, you warrant and represent to the Website Owner that you are legally entitled to do so and to make use of information made available via the Website.

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.



You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website 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 Website will cease immediately.

9. Rules around linking to our Website

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 Website in any website that is not owned by you. Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our Website other than that set out above, please contact us.

10. Applicable Laws

These Terms and any other relevant terms and conditions, policies and notices shall be governed by and construed in accordance with English law. You consent to the exclusive jurisdiction of the English Courts in respect of any disputes arising in connection with the Website, these Terms, any other relevant terms and conditions, policies and notices on the Website or any matter related to or in connection.

11. Comments or Questions

If you have any questions, comments or concerns arising from the Website, these Terms, the Privacy Policy any other relevant terms and conditions, policies and notices on the Website or the way in which we are handling your personal information please contact us.

