

### **Terms of Use**

#### Terms of website use

Please read the following terms and conditions carefully before using www.visiontrack.com as use of the site means that you agree to them.

This document (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.visiontrack.com ("our site").

By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

#### Information about us

www.visiontrack.com is a site operated by VisionTrack Limited ("we", "us" or "our"), a company registered in England and Wales under company number 03350417 and with its registered office address at 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.

To contact us, please e-mail <u>info@visiontrack.com</u> OR please send us a message on our Contact Us Form at <u>www.visiontrack.com/contact-us/</u>. Please also contact us on this e-mail address if you have any complaints or concerns regarding 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 information about the cookies on our site. Our Privacy Policy can be found <a href="here">here</a> and our Cookie Policy can be found <a href=here</a>.

# Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site. You are responsible for making all arrangements necessary for you to have access to



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

### Intellectual property rights

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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.

## Reliance on information posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

# Our site changes regularly

We may update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.





### **Our liability**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude: All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data:
- loss of goodwill;
- wasted management or office time; and
- whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

# Information about you and your visits to our site

We process information about you in accordance with our Cookie and Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

# Uploading material to our site

Any material you upload to 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



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any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

Please note that by submitting a name for the Mini, your chosen name for the Mini may become publicly accessible. You agree that all existing and future intellectual property rights and copyright in the name you have chosen for the Mini and submitted through our website will be transferred to us upon submission without compensation to you. You represent and warrant that the name submitted for the Mini complies with all applicable laws, rules, and regulations and does not infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party. To the extent permissible by law, you irrevocably waive any "moral rights" or other rights with respect to attribution of authorship in the chosen name submitted. We reserve the right to use the name you have chosen for the mini in any marketing material and promotions.

### Viruses, hacking and other offences

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. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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 material posted on it, or on any website linked to it.

# 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, but 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 from any website that is not owned by you.



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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. If you wish to make any use of material on our site other than that set out above, please address your request to <a href="mailto:info@visiontrack.com">info@visiontrack.com</a> or our Contact Us Form at <a href="https://www.visiontrack.com/contact-us/">www.visiontrack.com/contact-us/</a>.

#### Links from 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, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### Jurisdiction and applicable law

These terms and your use of our site are governed by and construed in accordance with the laws of England. The English courts shall have exclusive jurisdiction over any disputes or claims arising out of or in connection with these terms or their subject matter or formation (including non-contractual disputes or claims).

#### **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

#### Your concerns

If you have any concerns about material which appears on our site, please contact <a href="mailto:info@visiontrack.com">info@visiontrack.com</a> OR please send us a message on our Contact Us Form at <a href="https://www.visiontrack.com/contact-us/">www.visiontrack.com/contact-us/</a>.

Thank you for visiting our site.

