

## **Website Terms and Conditions**

**This is the Darwin Group website ("Website"), which is owned and operated by Darwin Group Limited ("Darwin Group" or "we" or "us" or "our"). Darwin Group is a limited company, registered in England under number 5395228 at London House, Shawbury Business Park, Shrewsbury, Shropshire, SY4 4EA.**

**The following terms and conditions ("Terms and Conditions") set out the rules for how Darwin Group runs the Website. By using the Website you acknowledge that you have read and agree to be bound by and comply with these Terms and Conditions.**

**We reserve the right to change these Terms and Conditions at any time without notice by updating this posting. It is your responsibility to familiarise yourself with the Terms and Conditions regularly to ensure that you are aware of any changes. Your use of the Website after a change has been posted will signify your acceptance of the modified Terms and Conditions.**

**If you do not agree with these Terms and Conditions, please do not use this Website.**

### **1. INTELLECTUAL PROPERTY**

#### **1.1 Copyright**

All Website design, text, graphics and the selection and arrangement of them are either Darwin Group Limited, London House, Shawbury Business Park, Shrewsbury, Shropshire, SY4 4EA or its third party licensors. All rights are reserved.

#### **1.2 Trademarks**

Darwin Group, Darwin, DG and any logos displayed which identify these marks, are registered trademarks of Darwin Group Limited.

All other product names, company names, marks, logos and symbols referenced in the Website may be the trademarks of third parties.

### 1.3 Prohibition of Use of Website Content

1.3.1 You may not, or allow others to, adapt, reproduce, publish, upload, post, reutilise, redistribute, retransmit, broadcast, extract, alter, store all or any of the contents of the Website including but not limited to any trademarks or copyrighted material as referred to in clauses 1.1 and 1.2 above, or use the Website otherwise than in accordance with clause 1.3.2, without the express permission of Darwin Group, or (in the case of third party trademarks or copyright) the relevant third party.

1.3.2 You may, however, browse the Website and download and print out pages from the Website for the sole purpose of viewing for your own personal information provided you do not modify any document or graphic in such process or afterwards.

1.3.3 If you breach any of the terms in these Terms and Conditions, your permission to use the Website automatically terminates and you must destroy any downloaded or printed extracts from the Website.

## **2. DISCLAIMER**

2.1 Darwin Group does not warrant that the Website will be available at all times or that it is virus or error free and whilst we make all reasonable attempts to exclude viruses from the Website, we cannot ensure such exclusion and no liability is accepted for viruses. You are therefore recommended to take all appropriate safeguards before downloading information or images from the Website.

2.2 The Website is for information purposes only and is provided on an "as is" basis. We accept no liability for the accuracy, completeness, currency or truth (save for fraudulent representations) of any of the information contained in the Website or for any reliance placed by any person on such information.

2.3 The information contained in the Website has not been written to meet your individual requirements and it is your sole responsibility to satisfy yourself prior to ordering any products or services from us that they are suitable for your purposes.

Orders will be subject to our standard terms and conditions of hire or purchase, which can be obtained on request.

2.4 Any advice given on this Website is for guidance purposes only. Any such advice should not be relied upon or used as a substitute for legal or other professional advice on your specific requirements.

2.5 We shall not be liable to you (subject to the provisions in clause 2.2) for any of the following (whether or not we were advised of, or knew of, the possibility of such losses) whether arising from any claim arising out of or in connection with the use of the Website including without limitation under any tort including negligence, for breach of contract, for misrepresentation (other than fraudulent misrepresentation), intellectual property infringement, under any statute or otherwise:

2.5.1 any loss of business, data, profits, revenue, goodwill, use or anticipated savings;

2.5.2 loss or damage to your, or any third party's, data or records; or

2.5.3 any indirect, special or consequential losses.

2.6 Darwin Group does not seek to exclude or limit its liability to you for:

2.6.1 death or personal injury caused by its negligence; or

2.6.2 fraud.

### **3. LINKS TO THIRD PARTY WEBSITES**

3.1 The use of third party websites is entirely at your own risk. Links contained in the Website will lead to other websites not under our control, and we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the Website are provided to you only as a convenience and the inclusion of any link does not imply reliability and endorsement by us of the content of any third party's website.

3.2 These Terms and Conditions do not apply to any third party website linked to the Website. You should read the terms and conditions of those websites before using them and direct any questions or comments about the linked website's contents to the relevant website provider.

3.3 You are not entitled (nor will you assist others) to set up links from your own websites to the Website (whether by hypertext linking, deep-linking, framing, toggling or otherwise) without our prior written consent, which we may grant or withhold at our absolute discretion.

#### **4. COMMUNICATIONS VIA THE WEBSITE**

4.1 Where you are given the facility to enter information on to, or communicate via, the Website you agree to use the Website for lawful and civil purposes only and that you will not (nor allow others to):

4.1.1 post or transit any material which is offensive, racist, abusive, indecent, defamatory, obscene, menacing or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;

4.1.2 impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with anyone or any entity;

4.1.3 post or transmit any statements which are intentionally false or misleading;

4.1.4 post or transmit any material which you do not have the right to transmit;

4.1.5 post or transmit any advertising, promotional materials or other forms of solicitation; or

4.1.6 post or transit any material which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.2 You agree to fully and effectively indemnify Darwin Group and keep Darwin Group fully and effectively indemnified from and against all costs, claims, liability, expenses (including legal expenses), damages and losses incurred by Darwin Group as a result of a breach by you of the provisions contained in this clause 4, whether arising under tort, statute or otherwise.

4.3 Calls may be recorded for training or monitoring purposes.

## **5. CHANGES TO WEBSITE**

We reserve the right in our sole discretion to change the content of the Website from time to time.

## **6. LAW AND JURISDICTION**

6.1 These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to this Website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

6.2 Certain provisions contained in these Terms and Conditions may be disallowed by the laws of the country from which you are accessing the Website. If any provision is unenforceable or invalid then the provisions in clause 8 shall apply.

## **7. ENTIRE AGREEMENT**

These Terms and Conditions represent the entire understanding relating to the use of the Website and supersede all other statements, representations or warranties (whether written, made by email or oral) made by Darwin Group. Nothing in these Terms and Conditions shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms and Conditions are reserved by Darwin Group.

## **8. SEVERANCE**

If any provision of these Terms and Conditions are found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms and Conditions which shall remain unaffected.

## **9. THIRD PARTY RIGHTS**

A person who is not a party to this contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where these Terms and Conditions expressly provide for such rights.