

## 1. Acceptance of Terms

By accessing and using the Document Genetics website ("Site"), you agree to comply with these Terms of Use and all applicable laws. If you do not agree, please do not use the Site.

## 2. Changes to Terms

We may update these Terms at any time without prior notice. Continued use of the Site constitutes acceptance of the updated Terms.

## 3. License to Use Website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

### You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- edit or otherwise modify any material on the website.

### Acceptable Use:

- You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.
- You must not use our website to transmit or send unsolicited commercial communications.
- You must not use our website for any purposes related to marketing without our express written consent.
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## 4. User Generated Content

In these terms of use, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media.

You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights. You warrant and represent that your user content will comply with these terms of use.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

Your user content (and its publication on our website) must not:

- depict violence;
- be pornographic or sexually explicit;
- be untrue, false, inaccurate or misleading;
- consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- constitute spam;
- be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory;
- cause annoyance, inconvenience or needless anxiety to any person.

Your user content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.

You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms of use.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

## **5. Privacy**

Your use of the Site is also governed by our Privacy Policy, which complies with UK GDPR. Please review it to understand how we handle your data.

## **6. Disclaimers**

- The Site and its content are provided "as is" without warranties of any kind.
- We do not guarantee uninterrupted or error-free operation.

## **7. Limited Warranties**

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

## **8. Limitations and Exclusions of Liability**

Nothing in these terms of use will:

- (a) limit or exclude our or your liability for death or personal injury resulting from negligence;
- (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or
- (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use:

(a) are subject to the preceding paragraph; and  
(b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty. To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

You accept that we have an interest in limiting the personal liability of our officers and employees. Having regard to that interest, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual officers or employees in respect of any losses you suffer in connection with the website or these terms of use. This will not, of course, limit or exclude the liability of the company itself for the acts and omissions of our officers and employees.

## **9. Indemnity**

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use or arising out of any claim that you have breached any provision of these terms of use.

## **10. Breaches of These Terms of Use**

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:

- send you one or more formal warnings;
- temporarily suspend your access to the website;
- permanently prohibit you from accessing the website;
- block computers using your IP address from accessing the website;
- contact your internet services provider and request that they block your access to the website;
- bring court proceedings against you for breach of contract or otherwise;
- delete and/or edit any or all of your user generated content.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **11. Trademarks**

Our logo is a trademark belonging to us. We give no permission for the use of this trademark, and such use may constitute an infringement of our rights.

The other registered and unregistered trademarks or service marks on our website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

## 12. Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

## 13. Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

## 14. Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 15. Exclusion of Third-Party Rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

## 16. Entire Agreement

These terms of use together with our privacy and cookie policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

## 17. Links to Third-party websites

Our Site may contain links to external websites. We are not responsible for their content or practices.

## 10. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

## 11. Contact us

For questions about these Terms, contact:

Email: [info@document-genetics.co.uk](mailto:info@document-genetics.co.uk)

Address: Document Genetics, Hall Farm, Sywell Aerodrome, Sywell, Northants, NN6 0BN

Phone: 01604 671177

Our data protection registration number is: **Z8972300**

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