# Terms of use

Please read carefully before you use this website

By using this website, you agree to the following terms and conditions of use (including our Privacy policy).

This website is operated by <u>Flooring Estimating Services Limited</u> (Registered Office: C/O The Accountants 11 Moss Side Street, Shawforth, Rossendale, United Kingdom, OL12 8EP. Registered in England No.16842589).

Flooring Estimating Services Limited reserves the right to change these Terms of use from time to time and your use of the website following such change shall be deemed to be your acceptance of such change.

Separate terms and conditions apply for products or services purchased from Flooring Estimating Services Limited and you should read these terms and conditions carefully.

#### 1. The Website

Access to the Website is permitted on a temporary basis, and Flooring Estimating Services Limited reserves the right to withdraw or amend the service provided on the Website without notice. Flooring Estimating Services Limited will not be liable if for any reason the Website is unavailable at any time or for any period.

Flooring Estimating Services Limited aims to update the Website regularly, and may change the content at any time. If the need arises, Flooring Estimating Services Limited may suspend access to the Website, or close it indefinitely.

### 2. Viruses, hacking and other offences

You must not misuse the Website 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 the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the 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. Flooring Estimating Services Limited will report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

Flooring Estimating Services Limited 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 the Website or to your downloading of any material posted on it, or on any website linked to it.

#### 3. Links to the Website

You may link to the Website's home page, provided you do so in a way that is fair and legal and does not damage or take advantage of the reputation of Flooring Estimating Services Limited, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of Flooring Estimating Services Limited where none exists.

You must not establish a link to the Website from any website that is not owned by you. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. Flooring Estimating Services Limited reserves the right to withdraw linking permission without notice. The website from which you are linking must not contain any content that in Flooring Estimating Services Limited's opinion could damage the reputation of Flooring Estimating Services Limited.

#### 4. Links from the Website

This Website contains links to other websites and resources provided by third parties. Flooring Estimating Services Limited has no control over the content of these sites and accepts no responsibility for them nor for any loss or damage that may arise from your use of them.

### 5. Acceptable Use Policy

If you contribute materials to the Website these materials must not contain anything which is: offensive, hateful, defamatory of any person, obscene, inflammatory, sexually explicit, violent, discriminatory on grounds of race, sex, religion, nationality, disability, sexual orientation, or age, which infringes the intellectual property rights of any other person, is contributed or sent for commercial gain or which is otherwise illegal or in breach of any person's rights. Flooring Estimating Services Limited accepts no liability in respect of any material submitted by users and published on the Website. Flooring Estimating Services Limited reserves the right, in their sole discretion, to remove any materials that you contribute to the Website at any time and without notice to you.

### 6. Liability

ALTHOUGH Flooring Estimating Services Limited USES REASONABLE ENDEAVOURS TO ENSURE THAT INFORMATION AND MATERIAL CONTAINED ON THE WEBSITE IS CORRECT, IT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT THE INFORMATION AND/OR MATERIAL CONTAINED ON OR ACCESSIBLE VIA THIS WEBSITE IS ACCURATE, COMPLETE OR CURRENT OR THAT USE OF THIS WEBSITE IS FREE OF RISK, VIRUSES OR OTHER DAMAGE. TO THE EXTENT PERMITTED BY LAW, Flooring Estimating Services Limited EXCLUDES ANY LIABILITY FOR DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY ANY USER OF THE

WEBSITE IN CONNECTION WITH THE USE, INABILITY TO USE, OR RESULTS OF USE OF THE WEBSITE, ANY WEBSITE LINKED TO IT OR ANY MATERIALS POSTED ON IT, INCLUDING, WITHOUT LIMITATION ANY LIABILITY FOR:

- LOSS OF INCOME OR REVENUE;
- LOSS OF PROFITS:
- LOSS OF BUSINESS;
- LOSS OF ANTICIPATED SAVINGS:
- LOSS OF OR CORRUPTION OF DATA: AND

ANY OTHER LOSS OR DAMAGE OF ANY KIND, HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THIS DOES NOT AFFECT THE LIABILITY OF Flooring Estimating Services Limited FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR ITS LIABILITY FOR FRAUDULENT MISREPRESENTATION OR MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, NOR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

## 7. Intellectual Property Rights

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#### 8. Information about You

We process information about you in accordance with our Privacy policy. To learn more about what information we collect, the measures we put in place to protect this information and how we use it we advise you to read the Privacy policy.

### 9. Applicable Law

These Terms of Use shall be governed by, and construed exclusively in accordance with, English law. Any dispute arising under these Terms of Use shall be subject to the exclusive jurisdiction of the English courts and, by using this Website, you hereby

submit to and waive any objections to the jurisdiction of such courts. Thank you for visiting the Website.