

Symplectic Terms and Conditions of Use

These website terms and conditions of use ("Terms") apply to your use of the Symplectic.co.uk website and any and all other websites operated by Symplectic ("Site") except that where any such Sites have their own applicable terms and conditions, those relevant terms and conditions of use shall apply. These Terms apply regardless of the means of delivery of the Site to you.

The [Legal Notice](#) and [Privacy Policy](#) are also incorporated into these Terms by reference.

Thank you for visiting the Site. By using the Site, you indicate that you accept these Terms and agree to abide by and be bound by these Terms. If you do not accept these Terms, please refrain from using the Site. We may change these Terms from time to time in accordance with clause 16 so you should review them each time that you visit the Site. You should print a copy of these Terms for future reference.

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1 About us

The Site is operated by Symplectic Limited, a company registered in England under company number 04679238 with a registered office at Brunel Road,

Houndmills, Basingstoke, RG21 6XS, United Kingdom ("we", "us", "our"). Our VAT number is GB844857388. You can contact us at: enquiries@symplectic.co.uk

2 Using the Site

- 2.1 Access to the Site is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on the Site without notice. We will not be liable or responsible if for any reason the Site is unavailable at any time or for any period.
- 2.2 The information and materials on the Site are not intended to amount to advice on which reliance should be placed by you. As such, we disclaim all liability and responsibility arising from any reliance placed on such information and materials by any visitor to the Site, or by any person who may be informed of any of its content.
- 2.3 Users, whether or not registered, must be over 13 years of age. If you are under 16, you must first obtain the consent of your parent or guardian to use or register with the Site.
- 2.4 You may view (and, where applicable, listen to) the content and applications available on the Site for your private non-commercial use. You may occasionally print individual webpages on the Site for your private non-commercial use, provided that such printing is not substantial or systematic and our trade marks, copyright notices and trade mark notices are not removed.
- 2.5 Unless otherwise stated in these Terms, you must not (whether directly or indirectly):
 - 2.5.1 distribute, transmit, syndicate, sell or offer to sell or otherwise make available all or any part of the Site or any content, files, feeds or data from the Site, whether publically available or not; or
 - 2.5.2 copy, download, or store any content, files, feeds or data from the Site, whether publically available or not, to make or populate a database or publication of any kind whatsoever, provided that for the avoidance of doubt this is not intended to restrict copying of an insubstantial part of any such material or where you are able to show 'fair dealing' with it, in each case in accordance with the Copyright, Designs and Patents Act 1988.
- 2.6 You must not use or allow others to access or use, all or any part of our Site or the contents and/or applications on it for commercial purposes without our permission.
- 2.7 Users should be aware that content and applications may be removed from the Site with or without notice at any time and we accept no responsibility or liability

for any reliance by the user on the continued availability of content, and applications.

- 2.8 To seek permission to do anything prohibited by or not contained in these Terms, or which requires our prior consent or agreement, you can contact us by emailing: enquiries@symplectic.co.uk.

3 Linking to the Site

- 3.1 You may establish a link to the Site, provided that:
- 3.1.1 the link is legal and not detrimental or damaging to and/or does not take unfair advantage of our reputation or business;
 - 3.1.2 the link does not falsely imply or suggest that we endorse, approve of or are associated with the linked website, its webpages or any of its contents;
 - 3.1.3 the linked website is owned by you; and
 - 3.1.4 framing is not allowed and you must not provide access to the Site or part of it under any other URL.
- 3.2 We may withdraw your right to link to the Site without notice and at any time (acting in our sole discretion).

4 Third party content and links available on the Site

- 4.1 We are not liable or responsible for any third party content on the Site. Third party content includes, for example, comments, blogs and articles posted by any other third parties, the content of advertisements, applications posted by other third parties and content accessed through applications.
- 4.2 Where the Site and/or applications contain links to other websites, webpages, resources, or mobile services which are proprietary to third parties, other users, advertisers or sponsors, such websites, webpages, resources and mobile services are provided for your information only and you access them at your own risk. We are not liable or responsible for the content or operation of third party websites, webpages, resources or mobile services. You should read any applicable terms and conditions and privacy policies.
- 4.3 If you see something which you reasonably believe breaches these Terms, the Legal Notice or the Privacy Policy, please use the relevant 'Report this Comment' facility. If there is no such facility available, please contact us on enquiries@symplectic.co.uk.

5 Intellectual Property Rights and Infringement

- 5.1 We are the owner or the licensee of all intellectual property rights in our Site. All such rights are reserved.
- 5.2 If you think your content has been copied in a manner that constitutes copyright infringement, you may either use the 'Report this Comment' facility (if available) or notify us in writing at:

Symplectic Limited
4-6 Crinan Street
Kings Cross
London, N1 9XW
England

Attention: Legal Department

- 5.3 Please include all of the following information in any notification sent to us pursuant to clause 5.2:
- 5.3.1 a physical or electronic signature of the person authorised to act on behalf of the owner of the exclusive copyright that is allegedly infringed;
- 5.3.2 a description of the copyrighted work that you claim has been infringed;
- 5.3.3 a description of where the material you claim is infringing is located on the Site;
- 5.3.4 your address, telephone number, email address and any other information enabling us to contact you;
- 5.3.5 a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent or the law; and
- 5.3.6 a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on behalf of the owner of any exclusive right that is allegedly infringed.

6 Your personal information

We will use your personal information in accordance with our Privacy Policy, which forms part of these Terms.

7 Our liability

- 7.1 The information and material contained on the Site is for information purposes only and does not constitute advice. Such information and material may be

incorrect or out of date and should not be considered as a definitive or complete statement of fact. You should check any information and material on the Site and use your own judgement before doing or not doing anything on the basis of such information or material. We make no representations or warranties with respect to the Site or its content. All warranties (express or implied) (including without limitation the implied warranties of satisfactory quality and fitness for purpose relating to the Site and/or its content) are hereby excluded to the fullest extent permitted by law. No representations or warranties are given as to the accuracy or completeness of the information or material provided on the Site or any website or webpage to which it is linked.

- 7.2 Subject to clause 13.6, we shall not be liable for:
- 7.2.1 any action you may take as a result of relying on any information provided on the Site or for any loss or damage suffered by you as a result of you taking this action;
 - 7.2.2 any dealings you have with third parties that take place using or facilitated by the Site;
 - 7.2.3 any indirect, special or consequential losses, loss of income or revenue, loss of anticipated savings, loss of profit, loss of goodwill or loss of business reputation or any loss of data suffered by you;
 - 7.2.4 the deletion, loss, corruption or failure to store any of your Content maintained or transmitted by or through the Site;
 - 7.2.5 your failure to provide us with accurate information;
 - 7.2.6 your failure to keep your registration details secure and confidential.
- 7.3 Our total liability to you in respect of all losses and liabilities arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the amount paid by you to us in the 12 month period immediately preceding the date on which such loss or liability arose.
- 7.4 Without prejudice to the generality of the exclusions of liability contained in both this clause 7 and in the Legal Notice, we shall not be liable to you if you cannot access the Site properly or at all (wholly or partly) or if some of its features are unavailable to you due to events outside our control (which shall include without limitation the performance of any internet service provider, the performance of any internet browser or limitations of the device you use to access the Site).
- 7.5 We shall have no liability to you for any loss or inconvenience suffered due to the unavailability or withdrawal of any content, material or other information from the Site.

7.6 Whilst we monitor the Site with a view to locating and fixing defects, you acknowledge and agree that we cannot guarantee that the Site or any individual feature of the Site will be error free, be available at all times and/or be free from viruses and defects.

7.7 Nothing in these Terms will affect any liability we may have for death or personal injury arising from our negligence or any other liability which cannot be excluded or limited by law.

8 Maintenance of the Site

8.1 You acknowledge and agree that from time to time we may need to:

8.1.1 fix defects and errors in the Site;

8.1.2 install updates and undertake general diagnosis and maintenance of the Site; and

8.1.3 undertake emergency maintenance and/or suspend access to the servers and that as a result of which the Site may be less accessible or unavailable to you from time to time.

9 Severance

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

10 Variation

We may revise these Terms 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 make, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Site.

11 Jurisdiction and applicable law

11.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims). For our exclusive benefit and to the extent possible in the applicable jurisdiction, we retain

the right to bring or enforce proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms are entered into in the course of your trade or profession, the country of the place of business in which you agreed to these Terms or (if different) the country of your principal place of business.