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Except in relation to any agreement entered into between you and us relating to services or goods offered through the Website (which will be governed by the terms for those services or goods), we will not be liable for any damages (including without limitation loss of profit or loss of use) arising out of (i) your use or delay or inability to use the Website, its content or any link to another website, or otherwise arising out of the Website; (ii) if we are unable to perform any of our obligations to you due to any failure of technical systems or for any other reasons beyond our reasonable control, including amongst other things, war, terrorism, government action, natural disaster, and industrial dispute; or (iii) for any damage to your computer equipment as a result of using the Website, arising in contract, tort (including negligence) or otherwise except in the case of our fraudulent misrepresentation or death or personal injury caused by our negligence.

If any provisions of these Website Terms and Conditions, including any disclaimers and limitations, are found to be unlawful or unenforceable then such provisions shall fall away and shall not affect the validity and enforceability of the remaining Terms. This does not affect your statutory rights.

## **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. 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 the Website 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 the Website or to your downloading of any material posted on it, or on any website linked to it.

## **CHANGES TO THE WEBSITE TERMS AND CONDITIONS**

We may, at any time, with immediate effect, change, suspend or withdraw the Website and these Website Terms and Conditions without notice and without liability to you. If we revise these Website Terms and Conditions, we will post the revised version on the Website. You are expected to check our Website Terms and Conditions from time to time to take notice of any changes we make, as they are binding on you. By using the Website after we have changed these Website Terms and Conditions, you will be accepting the changes.

## **TERMINATION**

We may terminate your access and use of any part of the Website at any time, without notice, if you are in breach of any of the Website Terms and Conditions or for any other reason. We reserves the right to cease operating the Website at any time without notice.

## **GOVERNING LAW**

The user's access to and use of this Website, and the terms of this disclaimer are governed by the laws of England and Wales. Any dispute, which cannot be resolved between us, shall be resolved in the English courts.”

## **TRANSFERRING OUR RIGHTS**

We may assign our rights and benefits under these Website Terms and Conditions at any time, which will not affect your legal rights.

## **THIRD PARTY RIGHTS**

Nothing in these Website Terms and Conditions will confer on any third party any benefit or the right to enforce any term under the Contract (Rights of Third Parties Act 1999).

These Website Terms and Conditions were last updated on 12 May 2023.