



# Terms of Website Use Policy v1.1

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# TERMS OF WEBSITE USE v1.1

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## PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

### 1.0 Terms of Website Use

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website mtr.co.uk (our "Site"), whether as a guest or as a registered user. Use of our Site includes accessing, browsing, or registering to use our Site.

Please read these terms of use carefully before you start to use our Site. We recommend that you print a copy of these terms for future reference.

By accessing and using our Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must discontinue use of our Site immediately.

### 2.0 Other Applicable Terms

These terms of use refer to the following additional terms, which also apply to your use of our Site:

- Our Privacy Statement explains how we collect, use and store your personal data. By using our Site, you consent to such processing, and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy sets out the permitted uses and prohibited uses of our Site. When using our Site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy which sets out information about the cookies on our Site.
- If you purchase goods or services from our Site, our Terms and Conditions of Sale will apply to those sales.

### 3.0 Information About Us

mtr.co.uk is a site operated MTR Group Limited. We are registered in England and Wales under company number 07839241 and have our registered office at Duke House, Perry Road, Harlow Essex CM18 7ND, United Kingdom. Our main trading addresses is also Duke House, Perry Road, Harlow Essex CM18 7ND, United Kingdom. Our VAT number is 123 861032.

We are a limited company.

#### 4.0 Changes To These Terms

We may revise these terms of use at any time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time, as they are binding on you.

#### 5.0 Changes To Our Site

We may update and change our Site from time to time.

#### 6.0 Accessing Our Site

Our Site is made available free of charge. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, restrict, and discontinue all or any part of our Site for business and operational reasons. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our Site is directed to people residing in the United Kingdom. We do not represent that content available on or through our Site is appropriate or available in other locations. If you choose to access our Site from outside the United Kingdom, you do so at your own risk.

#### 7.0 Your Account & Password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential.

For business users, you must take all reasonable steps to ensure that the identification code, passwords and other authorisation used to gain access to protected areas of the Site are only used by nominated individuals within your business and must not be disclosed to or passed on to other non-authorised individuals.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@mtr.co.uk](mailto:info@mtr.co.uk).

We are not liable for any damages resulting from your failure to ensure the confidentiality of your security information provided as part of our security procedures.

#### 8.0 Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy and may download extracts of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way,

and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our Site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off one copy of these terms of use).

### 9.0 No Reliance On Information

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

Although we make reasonable efforts to update the information on our Site, the Site and its content are provided on an “as is” and “as available” basis, without any representations, warranties, guarantees or liabilities of any kind, either express or implied, We do not guarantee that our Site, or any content on it, will be up to date, free from errors or omissions, secure or uninterrupted.

### 10.0 Limitation Of Our Liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site; or
- use of or reliance on any content displayed on our Site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that We only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website

linked to it. You should use your own virus protection software.

We assume no responsibility for the content of websites linked on our Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by us to you, which will be set out in our Terms and Conditions of Sale as available.

### **11.0 Uploading Content To Our Site**

Whenever you make use of a feature that allows you to create content directly on our Site, upload or share content to our Site, or to make contact with other users of our Site, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution complies with those standards, and you are liable to us and indemnify us for any breach of that warranty. Any content you upload to our Site will be considered non-confidential and not protected by any trademark, patent or copyright (non-proprietary). You retain all of your ownership rights in your content, but you are required to grant us and other users of the Site a limited license to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you license).

We also have the right to disclose your identity to any third party who claims that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Site. You are solely responsible for securing and backing up your content.

We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

Our Site may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.

### **12.0 Rights You Licence**

When you upload or post content to our Site, you grant us a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user generated content in connection with the service provided by the Site and across different media (including to promote our Site or the service) to expire when the user deletes the content from our Site forever.

### **13.0 Viruses**

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious, technologically harmful, or otherwise harmfully interacting with our Site or any part of it. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site or any other equipment or network connected with our Site. You must not interfere with, damage or disrupt any software used in the provision of our Site or any

equipment or network or software owned or used by any third party on which this Site relies in any way. You must not attack our Site 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 our Site will cease immediately.

#### 14.0 Linking To Our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site on any website that is not owned by you.

Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on our Site other than that set out above, please contact [info@mtr.co.uk](mailto:info@mtr.co.uk).

#### 15.0 Third Party Links and Resources

In Our Site Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

#### 16.0 Applicable Law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any noncontractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### 17.0 Contact Us

To contact us, please email [info@mtr.co.uk](mailto:info@mtr.co.uk).

Thank you for visiting our site.