

Terms and Conditions for Use of Our Website or Online Hub

Application

These Terms and Conditions along with any documents referred to within, will apply to the:

- a. use of our Website;
- b. use of our Online Hub;

by

- a. visitors;
- b. users.

Please ensure you read these terms and conditions fully before proceeding to use our Website / Online Hub. Use of our Website / Online Hub will be deemed as acceptance of these terms and conditions. If you do not accept the terms, please refrain from using our Website / Online Hub.

Our terms and conditions may be updated periodically and it is important that you regularly review these prior to your use of our Website / Online Hub.

Interpretation

- the Supplier, we or us means Threemo Legal Services Limited whose trading name is Threemo a company registered in England and Wales under number 11396027 whose registered office is at 3 The Office Campus, Red Hall Court, West Yorkshire, WF1 2UY with email address info@threemo.co.uk; telephone number 01924 927700; fax number 01924 927701. Threemo is regulated by the Council for Licensed Conveyancers (CLC) with Practice Licence Number 11646. Data Registration Number ZA461812.
- 2. **Services** means the services advertised on the Website, catalogues, brochures, in our Terms for You documentation, referrer websites or other form of advertisement;
- 3. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
- 4. **Website** means our website www.threemo.co.uk on which the Services are advertised, hosted by Clockwork Bear of 54 Mansel Street, Swansea, South Wales, SA1 5TE.
- 5. **Our Online Hub** means our secure, online communication platform, hosted by Hoowla of 54 Mansel Street, Swansea, South Wales, SA1 5TE.

Services

The description of the Services is as set out in our Website, Online Hub, catalogues, brochures, in our Terms for You documentation, referrer websites or other form of advertisement. Any description is for illustrative



purposes only.

In the case of Services, it is your responsibility to ensure that any information or specification you provide is accurate.

All Services which appear on the Website are subject to availability.

We may and can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Registration

When registering to use the Website / Online Hub you must set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret. We reserve the right to disable any username or password at any time if we consider you have failed to comply with any element of these Terms and Conditions. We may suspend access to all or any part of our Website or Online Hub if the need arises for business or operational reasons however we will try to give you reasonable notice. We will not be liable if for any reason our Website or Online Hub is not available for any period.

We may contact you by using e-mail or other electronic communication methods, through our Online Hub, telephone and by pre-paid post and you expressly agree to this.

Basis of Sale

The description of the Services in our Website or Online Hub does not constitute a contractual offer to sell the Services. When an order has been submitted on our Website, we can reject it for any reason, although we will try to tell you the reason without delay.

The order process is set out on the Website in our quotes section. Each step allows you to check and amend any errors before submitting your order. It is your responsibility to check that you have used the ordering process correctly and provided information which is accurate and complete.

A contract will be formed for the Services ordered only when you have accepted Our Terms For You and you receive an email from us confirming the order. Any quotation or estimate of fees is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.

No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

Our terms relating to cancellation can be found in Our Terms For You.

Privacy and your data

Your privacy is critical to us. We respect your privacy and comply with any applicable laws relating to the processing of Personal Data and the General Data Protection Regulation (EU) 2016/679 with regard to your personal information.

These Terms and Conditions should be read alongside, and are in addition to our policies, including our Privacy



Policy, Cookies Policy and Acceptable Use Policy.

We are a Data Controller of the personal data we process in providing the Services to you. Use of our Website and Online Hub constitutes your acceptance of our processing of your personal data.

Where you supply personal data to us so we can provide Services to you, we process that personal data during providing the Services to you and we will comply with our obligations imposed by the Data Protection Laws:

- a. before or at the time of collecting personal data, we will identify the purposes for which information is being collected;
- b. we will only process personal Data for the purposes identified;
- c. we will respect your rights in relation to your personal data; and
- d. we will implement technical and organisational measures to ensure your personal data is secure.

For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: info@threemo.co.uk.

Excluding liability

We do not exclude liability for (i) any fraudulent misrepresentation or (ii) death or personal injury caused by negligence or (iii) any other liability which cannot be excluded or limited under applicable law.

We will not be liable to you 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:

- the use of, of inability to use, our Website or Online Hub; or
- the use of, or reliance upon any content displayed on our Website or Online Hub.

We will not be liable for:

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

Use of material from our Website or Online Hub

We are the owner or licensee of all intellectual property rights in our Website or Online Hub, 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 use our Website and Online Hub for personal use. You are not permitted to use any part of the



content on our Website or Online Hub for commercial purposes without obtaining a licence to do so from us or our licensors and appropriate permissions.

You must not modify any materials you have printed off or downloaded in any way nor may you use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

If you breach any of these terms, your right to use our Website and Online Hub will cease immediately and you must, should we request, return or destroy any copies of the materials you have made.

All trademarks reproduced on our Website or Online Hub are registered trademarks and all rights are expressly reserved.

Reliance on Content on Our Website or Online Hub

All content on our Website or Online Hub is provided for information only and is not to be considered advice upon which you should rely. We accept no liability or responsibility resulting from any reliance placed on content by any guest or registered user of our Website or Online Hub, or by anyone who may be informed of any of its contents.

We aim to update the information on our Website or Online Hub regularly but we make no warranties or guarantees, whether express or implied, that the content on our Website or Online Hub is correct, comprehensive or up to date.

Uploading Information to Our Website or Online Hub

If you upload information to our Website or Online Hub during your case, you must comply with the content standards set out in our <u>Acceptable Use Policy</u>. You declare that any such upload does comply with those standards, is genuine and you will be liable to us and indemnify us for any breach of that warranty.

Viruses

Unfortunately, we cannot guarantee that our Website or Online Hub will be secure or free from bugs or viruses. We politely remind you that you are responsible for arranging your information technology, computer programs and platform to access our Website or Online Hub and ensuring these are secure. We recommend that you should use your own virus protection software.

You must not misuse our Website or Online Hub by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to our Website or Online Hub, the server on which our Website or Online Hub is stored, or any server, computer or database connected to our Website or Online Hub.

You must not attack our Website or Online Hub 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 Website or Online Hub will cease immediately.



Links on our Website or Online Hub

Should our Website or Online Hub contain links to other sites and resources provided by third parties, such links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage arising from your visit to or use of them.

Governing law, jurisdiction and complaints

Our Website or Online Hub is aimed for people residing in England and Wales. We cannot advise on whether the content available on or through our Website or Online Hub is appropriate for use or available in other locations.

Disputes can be submitted to the jurisdiction of the courts of England and Wales who have exclusive jurisdiction relating to any claim arising from the use of or visit to our Website or Online Hub.

Threemo's aim is to deliver a service you are really happy with and we will take responsibility when we do not meet this standard. If you feel we haven't delivered a service which you are happy with, please tell us about it to ensure we can make things better. If you have a complaint about the service you have received from Threemo then please follow our <u>Complaints Procedure</u>.