

# WEB SITE TERMS AND CONDITIONS AND ACCEPTANCE

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  1. These terms and conditions ("Terms") govern the use of the ESP Ltd or any part of it ("the Site"). ESP Ltd may modify the Terms from time to time and you are advised to keep up to date with any changes by regularly reviewing the Terms. By using the Site you agree to be bound by the Terms.
  2. For information on our Privacy Policy, how we use cookies, and obtain consent, please click [here](#).
  3. Any reference to product(s) includes service(s).
2. USE OF THE SITE
  1. The Site is for use by users in the United Kingdom only.
  2. The Site may contain links to other ESP Ltd sites or to third party sites which may be subject to separate terms and conditions.
  3. Any links to third party websites from the Site do not amount to any endorsement of that site by ESP Ltd and any use of that site by you is at your own risk.
3. REGISTRATION
  1. Some pages are only available if you register first but you do not have to register to access most of the pages on the Site. If you do register, we may ask you to provide personal details such as name, address, e-mail address, telephone number and, where appropriate, ESP Ltd account number.
  2. You are responsible for the proper use and security of any passwords. ESP Ltd does not guarantee the security of the site against unauthorised or unlawful access or use.
  3. ESP Ltd may delete a registration (and any associated information or data) without notice if it has not been used for more than 12 months.
4. AVAILABILITY
  1. It is technically impracticable to provide a fault-free Site and ESP Ltd does not undertake to do so. In the event of a fault, ESP Ltd will attempt to restore the Site as soon as is reasonably practicable.
  2. Access to the Site may occasionally be suspended or restricted for operational reasons such as maintenance or the introduction of new facilities or products.
  3. ESP Ltd reserves the right at any time and without notice to modify, edit, delete, suspend, discontinue, temporarily or permanently, any content, including any products available through the Site, or the Site or any part of it.
5. PRODUCTS
  1. **Third Party Products**

Where ESP Ltd allows third party sellers to sell their products on the Site and you buy from a third party seller, the contract is between you and the seller. ESP Ltd is not a party to this contract and is not the seller's agent. You agree that the seller is responsible for the sale of the products and for dealing with all issues (including claims) in connection with the sale and on-going support.
  2. **ESP Ltd Services**

Services provided by ESP Ltd (where the contract is between you and ESP Ltd,) are subject to separate terms and conditions.
6. ESP Ltd CONTENT AND COPYRIGHT
  1. Content provided by ESP Ltd including information, data, material, text, designs, graphics, pictures, video, photographs, applications, software, audio and other files, and their selection and presentation, is owned by ESP Ltd or licensed to ESP Ltd by third parties. It is protected by copyright, trademark and other intellectual property rights as applicable and provided solely for your own use. Republication or redistribution of the content, including by framing or similar means, is prohibited.
  2. **Inaccuracies**

If ESP Ltd is informed of any inaccuracies in the content, ESP Ltd will use reasonable endeavours to correct the inaccuracies as soon as reasonably practicable.

## 7. YOUR CONTENT

1. You are responsible for all content including comments, files, material, suggestions and ideas, you upload or post on the Site or communicate to other users through the Site. If you did not create the content, it is your responsibility to ensure that you have all necessary consents from the owner.
2. You agree to give ESP Ltd (as provider of the Site), a non-exclusive, transferable, royalty-free, worldwide licence to use or publish any content that you upload, post or otherwise make available on the Site. This includes free use by ESP Ltd to make improvements to the Site or any product.

## 8. CUSTOMER OBLIGATIONS

1. You must not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Site.
2. You must not use the Site:
  - (a) to gain unauthorised access to other computing systems;
  - (b) in any way that may damage, disable, overload or affect the operation of the Site;
  - (c) to solicit participation in public discussion, debate, comment or activity outside the Site;
  - (d) to provide false or misleading information about yourself or your business, or create a false identity;**General**
  - (e) in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights, or any ESP Ltd guidance or policies;
  - (f) fraudulently or in connection with a criminal offence or in any way that is unlawful or in breach of any legislation and you must make sure that this does not happen; or
  - (g) to send, communicate, knowingly receive, upload or download any material or content that is offensive, abusive, indecent, defamatory, libellous, obscene, menacing, or that causes annoyance, inconvenience, needless anxiety or that is intended to deceive.

## 9. SUSPENSION AND TERMINATION

If ESP Ltd, at its sole discretion, believes that you have:

- (a) misused the Site (or any part of it) in any way; or
- (b) breached any of the Terms, or any contract with ESP Ltd,

ESP Ltd may, without notice, terminate your registration, or suspend or terminate your access to the Site. ESP Ltd will be under no obligation whatsoever to reinstate your registration.

## 10. INDEMNITY

You will keep harmless, defend and indemnify ESP Ltd against any claims, losses, costs and liabilities arising from any claims by any third party, in connection with the use or misuse of the Site in breach of the Terms.

## 11. NO WARRANTIES

Unless otherwise expressly specified in these Terms or separate terms and conditions, the material on the Site is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, ESP Ltd provides you with the Site on the basis that ESP Ltd excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, and fitness for purpose) which, but for this legal notice, might have effect in relation to the Site.

## 12. ESP Ltd's LIABILITY

1. ESP Ltd is not liable whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:
  - (a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or corruption or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
  - (b) any indirect or consequential loss or damage whatsoever, resulting from your use of or inability to use the Site, or from your relying on the accuracy or completeness of the Site content.
2. Nothing in these Terms:
  - (a) applies to ESP Ltd's liability in respect of products sold under ESP Ltd's standard terms and

conditions; or  
(b) excludes or restricts in any way ESP Ltd's liability for death or personal injury caused by its negligence or to any extent not permitted by law.

#### 13. ADVERTISING AND SPONSORSHIP

Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with relevant laws and codes of practice. ESP Ltd is not responsible for any error or inaccuracy in advertising and sponsorship material.

#### 14. TRANSFER OF RIGHTS AND OBLIGATIONS

You may not transfer any of your rights or obligations under the Terms to another party.

#### 15. WAIVER

If ESP Ltd delays in acting upon a breach of these Terms that delay will not be regarded as a waiver of that breach. If ESP Ltd waives a breach of the Terms that waiver will be limited to that particular breach.

#### 16. MATTERS BEYOND OUR REASONABLE CONTROL

ESP Ltd will not be liable for any breach of the Terms caused by circumstances beyond ESP Ltd's reasonable control.

#### 17. CONFIDENTIALLY

1. Subject to clause 17.2, you and ESP Ltd will keep in confidence any information of a confidential nature obtained as a result of the use of the Site and will not disclose that information to any person other than their employees or professional advisers (or, in the case of ESP Ltd the employees of a ESP Ltd group Company or their suppliers).
2. Clause 17.1 will not apply to:
  - (a) any information which has been published other than through a breach of the Terms;
  - (b) information lawfully in the possession of the recipient before the disclosure took place;
  - (c) information which a party is requested to disclose which, if it did not it would be required by law to do so.

#### 18. DATA PROTECTION

ESP Ltd will comply with its obligations under applicable data protection legislation and maintain all relevant registrations and notifications, for the purposes of operating the Site.

#### 19. VIRUS PROTECTION

1. You must take all reasonable steps to ensure that any software you use with or in connection with the Site is not infected by viruses.
2. ESP Ltd will take all reasonable steps to ensure that any software used in connection with the Site is not infected by viruses.

#### 20. SEVERABILITY

If any provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect.

#### 21. THIRD PARTY RIGHTS

A person who is not party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms or Terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### 22. APPLICABLE LAW

These Terms are governed by the law of England and Wales. Any disputes arising out of the use of this Site are to be submitted to the exclusive jurisdiction of the English Courts.