

Terms of Use (premium)

by SEQ Legal

Terms of Use

(1) Introduction

These terms of use govern your use of our website [www.echorenovate.com]; by using our website, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.

If you register with our website, we will ask you to expressly agree to these terms of use.

You must be at least [18] years of age to use our website. By using our website and by agreeing to these terms of use, you warrant and represent that you are at least [18] years of age.

Our website uses cookies. By using our website and agreeing to these terms of use, you consent to our use of cookies in accordance with the terms of our privacy policy / cookies policy.

(2) Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages [or *other content* from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;]
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website [except for content specifically and expressly made available for redistribution [(such as our newsletter)]

Where content is specifically made available for redistribution, it may only be redistributed [within your organisation].

You may access RSS feed if provided. By accessing our RSS feed you accept these terms of use. Subject to your acceptance of these terms of use, and notwithstanding the restrictions set out above, we grant to you a non-exclusive non-transferable non-sub-licensable licence to display our RSS feed in unmodified form on any [non-commercial] website owned and operated by you. It is a condition of this licence that you include a credit for us and hyperlink to our website on each web page where the RSS feed is published (in such form as we may specify from time to time, or if we do not specify any particular form, in a reasonable form). We may revoke this licence at any time, with or without notice or explanation.

(3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

(4) Restricted access

[Access to certain areas of our website may be restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.

You must notify us in writing immediately if you become aware of any unauthorised use of your account or password.

You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

You must not use any other person's user ID and password to access our website, unless you have that person's express permission to do so.

We may disable your user ID and password in our sole discretion without notice or explanation.

(5) User generated content

In these terms of use, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

You warrant and represent that your user content will comply with these terms of use.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

Your user content (and its publication on our website) must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right

in passing off, or other intellectual property right;

- (d) infringe any right of confidence, right of privacy, or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence [in an explicit, graphic or gratuitous manner;
- (m) be pornographic or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

Your user content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.

You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms of use.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms of use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

(6) Limited warranties

You acknowledge that some of the information published on this website is submitted by users, and that we do not usually review, approve or edit such information. We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-

date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(7) Limitations and exclusions of liability

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

You accept that we have an interest in limiting the personal liability of our officers and employees. Having regard to that interest, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual officers or employees in respect of any losses you suffer in connection with the website or these terms of use. This will not, of course, limit or exclude the liability of the company itself for the acts and omissions of our officers and employees.

You agree to the publication of comments, reviews and/or feedback relating to you, by others, on our website. You acknowledge that such comments, reviews and/or feedback may be critical or defamatory or otherwise unlawful; and you agree that you will not hold us liable in respect of any such comments, reviews and/or feedback, irrespective of whether we are aware or ought to have been aware of such comments, reviews and/or feedback.

(8) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use

(9) Breaches of these terms of use

SWOODS/WWW.ECHORENOVATE.COM
120604V1

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to the website;
- (c) permanently prohibit you from accessing the website;
- (d) block computers using your IP address from accessing the website;
- (e) contact your internet services provider and request that they block your access to the website;
- (f) bring court proceedings against you for breach of contract or otherwise;
- (g) suspend and/or delete your account with the website; and/or
- (h) delete and/or edit any or all of your user generated content.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

(10) Third party websites and hyperlinks

Our website includes hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

[You may add hyperlinks directed at our website to your own website without our specific permission, providing that:

- (a) such hyperlinks; and
- (b) your website,

comply with the linking guidelines published on our website from time to time, and]do not contain or include or link to any materials that would, if published on our website, breach these terms of use.

(11) Trade marks

Echorenovate and our linked arms logo are trade marks belonging to us. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

The other registered and unregistered trade marks or service marks on our website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

(12) Competitions

From time to time we may run competitions, free prize draws and/or other promotions on our

website. These will be subject to separate terms and conditions (that we will make available to you as appropriate).]

(13) Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

(14) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

(15) Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(16) Exclusion of third party rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

(17) Entire agreement

These terms of use, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(18) Law and jurisdiction

These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

(20) Our details

The full registered domain name of our website is www.echorenovate.com

You can contact us by email at sally_woods@yahoo.com