

Terms and Conditions

This page (together with the documents referred to on it) tells you the terms of use on which you may access and use the publicly accessible areas of our website www.datagator.co.uk (our “Site”).

Please read these Terms of Use carefully before you start to use the publicly accessible areas of Site. By using our Site, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using our Site.

1. INFORMATION ABOUT US

1. Our Site is operated by Datagator Ltd (a company registered in England under number 11260399 with its registered office at 23, Cardiff Street, Aberdare, CF44 7DP, United Kingdom) (“we”, “us” or “our”).

2. ACCESSING OUR SITE

1. Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice (see below). We will not be liable if for any reason our Site is unavailable at any time or for any period.

3. INTELLECTUAL PROPERTY RIGHTS

1. 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 and download extracts of any page(s) from our Site for your

personal reference and you may draw the attention of others within your organisation to material posted on our Site.

2. Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged. You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download 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.

4. OUR SITE CHANGES REGULARLY

1. We aim to update our Site regularly, and may change the content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

5. OUR LIABILITY

1. As access to (the publicly available areas of) our Site is provided free of charge, the material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
2. any and all liability (whether arising in contract, tort or otherwise) for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it.

2. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

6. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

1. We process information about you in accordance with our privacy policy. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

7. VIRUSES, HACKING AND OTHER OFFENCES

1. You must not misuse our Site 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 our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

8. LINKING TO OUR SITE

1. 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, but 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.

9. LINKS FROM OUR SITE

1. 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, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

10. JURISDICTION AND APPLICABLE LAW

1. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

11. VARIATIONS

1. We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

12. YOUR CONCERNS

1. If you have any concerns about material which appears on our Site, please email info@datagator.co.uk.

Thank you for visiting our Site.