

The Terms and Conditions

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU USE THIS WEBSITE

25 June 2017

Thank you for visiting this website. In using this website, you agree to the following terms and conditions of use that includes “The Privacy Policy” and “The Terms and Conditions”. If you do not accept these Terms, you should exit this website now. Schilling CTS Ltd. reserves the right to change these Terms of Use from time to time and your use of the website following such changes shall be deemed to be your acceptance of such change. You should print a copy of these Terms for future reference.

1. About us

This website is operated by Schilling CTS Ltd., a company registered in England under company number 50 74 031 with a registered office at 13 Langley Walk, Norwich NR2 4 NH, Norfolk, United Kingdom ("we", "us", "our"). You can contact us using the following email address: contact@schillingcts.com

2. The Website

Access to the website is permitted on a temporary basis, and Schilling CTS Ltd. reserves the right to withdraw or amend the service provided on the website without notice. Schilling CTS Ltd. will not be liable if for any reason the website is unavailable at any time or for any period.

Schilling CTS Ltd. aims to update the website regularly, and may change the content at any time. If the need arises, Schilling CTS Ltd. may suspend access to the website, or close it indefinitely.

3. Viruses, hacking and other offences

You must not misuse the website 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 the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the website 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. Schilling CTS Ltd. will report any such

breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the website will cease immediately.

Schilling CTS Ltd. will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or to your downloading of any material posted on it, or on any website linked to it.

4. Links to the Website

You may link to the website's home page, provided you do so in a way that is fair and legal and does not damage or take advantage of the reputation of Schilling CTS Ltd., but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of Schilling CTS Ltd. where none exists.

You must not establish a link to the website from any website that is not owned by you. The website must not be framed on any other website, nor may you create a link to any part of the website other than the home page. Schilling CTS Ltd. reserves the right to withdraw linking permission without notice. The website from which you are linking must not contain any content that in Schilling CTS Ltd.'s opinion could damage the reputation of Schilling CTS Ltd.

5. Links from the website

This website may contain links to other websites and resources provided by third parties. Schilling CTS Ltd. has no control over the content of these websites and accepts no responsibility for them nor for any loss or damage that may arise from your use of them.

6. Intellectual Property Rights

All intellectual property rights in the website and the materials published on it including, without limitation, the design, text, graphics, trademarks, logos, audio and/or video content, the selection and arrangement thereof and software, are owned by Schilling CTS Ltd. and are protected by copyright, design right, database right, trade mark rights and other intellectual property rights. All such rights are reserved.

Permission is granted to view the materials contained on this website to a single personal computer and to print a single hard copy of such materials solely for

personal, non-commercial use. Any other use of materials on this website, including reproduction, modification, distribution or republication, without the prior written permission of Schilling CTS Ltd., is strictly prohibited.

7. Acceptable Use Policy

If you contribute materials to the website these materials must not contain anything which is: offensive, hateful, defamatory of any person, obscene, inflammatory, sexually explicit, violent, discriminatory on grounds of race, sex, religion, nationality, disability, sexual orientation, or age, which infringes the intellectual property rights of any other person, is contributed or sent for commercial gain or which is otherwise illegal or in breach of any person's rights.

Schilling CTS Ltd. accepts no liability in respect of any material submitted by users and published on the website. Schilling CTS Ltd. reserves the right, in its sole discretion, to remove any materials that you contribute to the Website at any time and without notice to you.

8. Registration

9.1 You must choose an email address which gives you access to emails sent to that address, as we need to be able to contact you. You must keep your password confidential.

9.2 You must not:

- (i) impersonate or try to impersonate another person;
- (ii) disclose your password to anyone else;
- (iii) allow anyone else to use your account;
- (iv) use anyone else's account.

9.3 You are responsible for everything done using your account. If you think that someone else may have access to, or be using, your password or account, you must tell us as soon as possible by emailing contact@schillingcts.com

9. Using our Website

8.1 You may view (and, where applicable, listen to) the content available on the Website for personal non-commercial use.

8.2 You must not use all or any part of our website or the contents on it for commercial purposes without our permission.

8.3 Users, whether or not registered, must not abuse our Report Abuse facility e.g. by making malicious reports.

10. Your Content – what we are allowed to do

10.1 We may publish, check, edit or remove all or part of the comments or other material, including your name, town and country, which you submit to us ('Your Content'), at our sole discretion. We are not obliged to do any of these things and we may not.

10.2 You retain any copyright you may have in Your Content. By submitting material to us, you grant us a royalty-free, perpetual, irrevocable, non-exclusive worldwide licence to use, copy, edit, adapt, publish, translate, create derivative works from, make available, communicate and distribute Your Content (in whole or part), to incorporate Your Content (in whole or in part) in other works in any form, media, or technology now known or later developed. By submitting Your Content, you warrant that you have the right to grant this licence. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you constitutes a violation of their intellectual property rights, or of their right to privacy.

10.3 To the extent permitted by law, you waive your moral rights (e.g. the right to be identified as author or to object to derogatory treatment) in Your Content. This clause means, for example (without limitation), that we can:

- ✓ Remove Your Content, even if you have not breached these Terms
- ✓ Edit your Content, which may result in a part of it being modified and displayed, including without your name.

Please note that we do not check, monitor, moderate or even see all the comments and other material submitted to us.

11. What are the rules for commenting and uploading?

We'd love you to post comments about our content and upload your creations. But please don't do anything horrible, rude or illegal. It just isn't nice. More specifically, don't post or upload anything that:

- ✓ Was made by someone else, or that copies someone else's creation
- ✓ Is illegal or defamatory (damaging to someone else's reputation)

- ✓ Is inappropriate (offensive, off-topic or spam)
- ✓ Contains personal details
- ✓ Contains spam (unless you're commenting on a story about reconstituted meat)
- ✓ Puts children at risk
- ✓ Infringes anyone's rights (that includes privacy rights)
- ✓ You've made as part of your job or for your business
- ✓ Promotes a business
- ✓ Identifies someone (unless you have their consent or, if they're under 16, the consent of their parent or guardian).

12. Your Content - what you are not allowed to do

12.1 You must not submit any material to our website that:
(a) is:

- (i) defamatory, malicious, threatening, false, misleading, offensive, abusive, discriminatory, harassing, blasphemous or racist,
- (ii) indecent, obscene or of a sexual nature,
- (iii) a breach of confidentiality or someone's privacy;

(b) could prejudice any active legal proceedings of which you are aware;

(c) is likely to:

- (i) cause someone alarm, anxiety or distress;
- (ii) encourage violence or racial or religious hatred;

(d) infringes any intellectual property rights, such as copyright and trade marks. This means generally that you must own the rights in everything you submit or must obtain permission from the rights owner to submit the material;

(e) is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software, harmful data or conduct);

(f) advertises any product or services without our prior permission;

- a) impersonates anyone else or otherwise misrepresents your identity, affiliation or status;
- b) is in breach of these Terms, our [Privacy Policy](#)
- c) is, encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful;

12.2 You must not try to get round any protections we put in place for the security and operation of the website.

12.3 You must not re-submit content which you are aware has been removed.

If you notice something on the website that make you feel worried or unsafe, please report to the Child Exploitation and Online Protection command on <https://ceop.police.uk/safety-centre/>

13. Suspending or terminating your registration

13.1 We may suspend, terminate or prevent your registration at our sole discretion. This may be because, for example, we consider that you have breached or will breach these Terms or someone has reported abuse.

13.2 Where we suspend, terminate or prevent your registration, you must not attempt to re-register or submit content (e.g. using someone else's registration), without our permission. The period of any suspension depends on all the circumstances.

14. Third party content and links available on this Website

14.1 We are not liable or responsible for the third party content on this website. Third party content includes, for example, comments posted by users and the content of advertisements.

14.2 Where this website contains links to other websites and resources, which are provided by third parties, these links and resources are provided for your information only and you access them at your own risk. We are not liable or

responsible for the content of third party websites or resources.

If you see something which you reasonably believe breaches these Terms, please use the Report Abuse facility. If there is no facility available, please contact us on contact@schillingcts.com

15. Our liability

Although Schilling CTS Ltd. uses reasonable endeavours to ensure that information and material contained on the website is correct, it does not make any representation or warranty that the information and/or material contained on or accessible via this website is accurate, complete or current or that use of this website is free of risk, viruses or other damage.

15.1 The information contained on this website is for dialogue and information purposes only and does not constitute advice. You should check any information on the website and use your own judgment before doing or not doing anything on the basis of what you see. We give no warranties of any kind in relation to the website or its contents.

15.2 Except for liability for fraudulent misrepresentation, we are not liable for:

- a) any action you may take as a result of relying on any information provided on this website or for any loss or damage suffered by you as a result of you taking this action;
- b) any dealings you have with third parties (e.g. other users, advertisers or promoters) that take place using or facilitated by the website;
- c) any liability for losses which are not a foreseeable or likely consequence of
 - (i) your use of the website, or
 - (ii) a breach of these Terms.

15.3 We are not responsible if you cannot access the website properly or at all because of any event outside our control, for example (without limitation) the performance of your or our ISP, your browser or the Internet.

15.4 The website relies in part on software to work. Software has bugs. Whilst we will monitor the website and try to fix bugs, we cannot guarantee that the website or any individual feature of the website will be error free, available all the time and/or free from viruses.

15.5 However, nothing in these Terms will affect any liability we may have for death or personal injury arising from our negligence or any other liability which cannot be excluded or limited by law.

16. Information about You

We process information about you in accordance with our [Privacy Policy](#). To learn more about what information we collect, the measures we put in place to protect this information and how we use it we advise you to read the Privacy Policy.

18. Maintenance of the Website

18.1 Making your use of the website enjoyable means we need to fix bugs, install updates and do general diagnosis and maintenance of the website. We will try to do scheduled maintenance during times when we anticipate that online use is lower than normal.

18.2 We also need to be able to do emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do that. We will try to have the Website available again as soon as we think it is safe to do so.

19. Your personal information

We will use your personal information in accordance with our privacy policy, which forms part of these Terms. Please read our [Privacy Policy](#) now.

20. Validity of these terms

If any part or provision of these Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

21. Jurisdiction and applicable law

These Terms of Use shall be governed by, and construed exclusively in accordance with, English law. Any dispute arising under these Terms of Use shall be subject to the exclusive jurisdiction of the English courts and, by using this website, you hereby submit to and waive any objections to the jurisdiction of such courts.

22. Schilling CTS Ltd. Copyright

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