

## **Terms of Use**

Welcome to MBL Solutions Limited's website.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE**

### **WHAT'S IN THESE TERMS?**

These terms tell you the rules for using MBL Solutions Limited's website ("website").

### **WHO ARE WE AND HOW TO CONTACT US**

mblsolutions.co.uk is a website operated by MBL Solutions Limited ("we", "us", "our").

We are registered in England and Wales under company number 04300822 and have our registered office at Valley Road, Birkenhead, Merseyside, England, CH41 7ED.

To contact us, please email [operations@mblsolutions.co.uk](mailto:operations@mblsolutions.co.uk)

### **BY USING OUR WEBSITE YOU ACCEPT THESE TERMS**

By using our website, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use this website.

We recommend that you print a copy of these terms for future reference.

### **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

These terms of use refer to the following additional terms, which also apply to your use of this website:

- **Privacy Notice**, which sets out information about how we process your personal data. We will only use your personal data as set out in our Privacy Notice.
- **Cookie Policy**, which sets out information about the cookies on this website.

If you purchase any products and/or services listed on our website, the relevant terms and conditions of supply displayed on the website and/or order form will apply to the supply of those products and services unless we have agreed other terms with you in writing.

### **WE MAY MAKE CHANGES TO THESE TERMS**

We may, without prior notification or consent, amend these terms from time to time. Every time you wish to use this website, please check these terms to ensure you understand the terms that apply at that time.

## **WE MAY MAKE CHANGES TO THE WEBSITE**

We may update and change this website from time to time without prior notification or consent to reflect changes to our products and services, users' needs and business. We will try to give you reasonable notice of any major changes.

## **WE MAY SUSPEND OR WITHDRAW THE WEBSITE**

We do not guarantee that this website or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of this website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are responsible for ensuring that all persons who access this website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this agreement.

## **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. Do not use the same password that is used for another system or service. Passwords must not be shared with, used by, or disclosed to others. This includes revealing and hinting at passwords. It is your responsibility to protect this information.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, or that the security of your account has been compromised, you must promptly notify us using the following email address: [operations@mblsolutions.co.uk](mailto:operations@mblsolutions.co.uk)

## **HOW YOU MAY USE MATERIAL ON THE WEBSITE**

We are the owner or the licensee of all intellectual property rights in this website, and in the material published on it. Copyright laws and treaties around the world protect those works. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on this website 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 this website in breach of these terms of use, your right to use this website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **NO TEXT OR DATA MINING OR WEB SCRAPING**

You will not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our website or any services provided via, or in relation to, our website. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the website or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard.

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

#### **DO NOT RELY ON INFORMATION ON THIS WEBSITE**

The content on this website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on this website.

Although we make reasonable efforts to update the information on this website, we make no representations, warranties or guarantees, whether express or implied, that the content on this website is accurate, complete or up to date.

You must ensure that all information which you provide to us via or in relation to this website is accurate and complete.

## **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

### **Whether you are a consumer or a business user:**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in the relevant terms and conditions of supply.

### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.
- Save as cannot be excluded at 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:
  - use of, or inability to use, this website; or
  - use of or reliance on any content displayed on this website.

In particular, we will not be liable for:

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

If you are a consumer user, you agree not to use this website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that this website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform to access this website.

You should use your own virus protection software. You must not misuse this website 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 this website, the server on which this website is stored or any server, computer or database connected to this website. You must not attack this website via a denial-of-service attack or a distributed denial-of service attack or another attempt to overwhelm our systems and infrastructure. 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 cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this website will cease immediately.

#### **RULES ABOUT LINKING TO OUR WEBSITE**

You may link to this website's 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. 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. You must not establish a link to this website in any website that is not owned by you. This website must not be framed on any other website, nor may you create a link to any part of this website other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our website other than that set out above, please contact us using [operations@mblsolutions.co.uk](mailto:operations@mblsolutions.co.uk)

#### **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.