

## **TERMS OF WEBSITE USE**

This page (and the documents it refers to) tells you the terms of use on which you may use our website [www.cocoamalone.co.uk](http://www.cocoamalone.co.uk) whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you accept these terms of use and agree to abide by them. If you do not agree to these terms of use, please do not use our site.

## **ABOUT US**

[www.cocoamalone.co.uk](http://www.cocoamalone.co.uk) is a site operated by **Caroline Malone PERSON TRADING AS Cocoa Malone** ("we" or "us"). Our address is 3 Belvedere Road CT10 1PF and our email address is [cocoamalone@hotmail.com](mailto:cocoamalone@hotmail.com)

## **OUR SITE**

We allow access to our site on a temporary basis and we reserve the right to withdraw, restrict or change our site at any time and without notice. We will not be liable if for any reason our site is unavailable at any time or if the content is changed or out of date.

You must treat as confidential any user identification code, password or other security feature in relation to our site. If, in our opinion, you aren't complying with these terms of use, we have the right to disable any such code, password or feature at any time.

You must comply with the provisions of our Acceptable Use Policy when using our site.

It is your responsibility that anyone who accesses our site through your internet connection is aware of these terms and complies with them.

## **VARIATIONS**

We may revise these terms of use at any time by amending this page or by provisions or notices published elsewhere on our site.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the materials on our site for commercial purposes without a licence from us or our licensors. You may not reproduce in any format (including on another website) any part of our site (including content, images, designs, look and feel) without our prior written consent.

If, in our opinion, you are in breach of these provisions, your right to use our site will cease immediately and you must either return or destroy (as required by us) any copies of the materials you have made.

#### **RELIANCE ON INFORMATION AND LINKS**

The contents of our site (including links to other sites and resources provided by third parties) are for information only, and we shall not be liable for any use of, or reliance on, such materials. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

#### **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

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.

#### **LINKING TO OUR SITE**

You may link to our home page only if you have first obtained our written consent and provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice.

The website from which you are linking must comply in all respects with our Acceptable Use Policy and must be owned by you.

You must not link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

If you wish to make any use of material on our site other than that set out above, please address your request to [cocoamalone@hotmail.com](mailto:cocoamalone@hotmail.com)

#### **UPLOADING MATERIAL TO OUR SITE**

When you upload material to our site, or make contact with other users of our site, you must comply with our Acceptable Use Policy. If you upload material in breach of our Acceptable Use Policy and we suffer loss as a result, you will reimburse us for such loss.

Any material you upload to our site will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose it to third parties. If any third party claims that any material posted or uploaded by you to our site violates their intellectual property rights, or their right to privacy, we have the right to disclose your identity to them.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

#### **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our site by knowingly introducing any 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.

By failing to comply with this provision, you would commit a criminal offence and your right to use our site will cease immediately and we will report your actions to the relevant authorities.

#### **OUR LIABILITY**

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:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability 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 (whether by us or a third party), including, without limitation any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect any liability which cannot be excluded or limited under applicable law.

#### **JURISDICTION AND APPLICABLE LAW**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.