

# Website Terms & Conditions Policy

## 1. Terms and conditions and acceptance

- 1.1. These terms and conditions ("Terms") govern the use of the Perfect Sums Website or any part of it ("the Site"). Perfect Sums may modify the Terms from time to time and you are advised to keep up-to-date with any changes by regularly reviewing the Terms. By using the Site you agree to be bound by the Terms.
- 1.2. Any reference to product(s) includes service(s).

## 2. Use of the site

- 2.1. The Site is for use by users in the United Kingdom only.
- 2.2. The Site may contain links to other Perfect Sums sites or to third party sites which may be subject to separate terms and conditions.
- 2.3. Any links to third-party websites from the Site do not amount to any endorsement of that site by Perfect Sums and any use of that site by you, is at your own risk.

## 3. Availability

- 3.1. It is technically impracticable to provide a fault-free Site and Perfect Sums does not undertake to do so. In the event of a fault, Perfect Sums will attempt to restore the Site as soon as is reasonably practicable.
- 3.2. Access to the Site may occasionally be suspended or restricted for operational reasons such as maintenance or the introduction of new facilities or products.
- 3.3. Perfect Sums reserves the right at any time and without notice to modify, edit, delete, suspend, discontinue, temporarily or permanently, any content, including any products available through the Site, or the Site or any part of it.

## 4. Products

### Perfect Sums Products

- 4.1. Products provided by Perfect Sums (where the contract is between you and Perfect Sums,) are subject to separate terms and conditions.

## 5. Perfect Sums content and copyright

- 5.1. Content provided by Perfect Sums including information, data, material, text, designs, graphics, pictures, video, photographs, applications, software, audio and other files, and their selection and presentation, is owned by Perfect Sums or licensed to Perfect Sums by third-parties. It is protected by copyright, trademark and other intellectual property rights as applicable and provided solely for your own use. Republication or redistribution of the content, including by framing or similar means, is prohibited.

### Inaccuracies

- 5.2. If Perfect Sums is informed of any inaccuracies in the content on the site, Perfect Sums will use reasonable endeavours to correct the inaccuracies as soon as it is reasonably practicable.

## 6. Your content

- 6.1. You are responsible for all content including comments, files, material, suggestions and ideas, you upload or post on the Site or communicate to other users through the Site. If you did not create the content, it is your responsibility to ensure that you have all necessary consents from the owner.
- 6.2. You agree to give Perfect Sums (as the provider of the Site), a non-exclusive, transferable, royalty-free, worldwide licence to use or publish any content that you upload, post or otherwise make available on the Site. This includes free use by Perfect Sums to make improvements to the Site or any product.

## 7. Customer obligations

- 7.1. You must not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Site.
- 7.2. You must not use the Site:
- a) to gain unauthorised access to other computing systems;
  - b) in any way that may damage, disable, overload or affect the operation of the Site;
  - c) to solicit participation in public discussion, debate, comment or activity outside the Site;
  - d) to provide false or misleading information about yourself or your business, or create a false identity;

### General

- e) in contravention licence, code of practice, instructions or guidelines issued by a regulatory authority, third-party's rights, or any Perfect Sums guidance or policies;
- f) fraudulently or in connection with a criminal offence or in any way that is unlawful or in breach of any legislation and you must make sure that this does not happen; or
- g) to send, communicate, knowingly receive, upload or download any material or content that is offensive, abusive, indecent, defamatory, libellous, obscene, menacing, or that causes annoyance, inconvenience, needless anxiety or that is intended to deceive.

## **8. Suspension and termination**

If Perfect Sums, at its sole discretion, believes that you have:

- a) misused the Site (or any part of it) in any way; or
- b) breached any of the Terms, or any contract with Perfect Sums,

Perfect Sums may, without notice, terminate your registration, or suspend or terminate your access to the Site. Perfect Sums will be under no obligation whatsoever to reinstate your registration.

## **11. Indemnity**

You will keep harmless, defend and indemnify Perfect Sums against any claims, losses, costs and liabilities arising from any claims by any third party, in connection with the use or misuse of the Site in breach of the Terms.

## **12. No warranties**

Unless otherwise expressly specified in these Terms or separate terms and conditions, the material on the Site is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Perfect Sums provides you with the Site on the basis that Perfect Sums excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, and fitness for purpose) which, but for this legal notice, might have effect in relation to the Site.

## **13. Perfect Sums' liability**

- 13.1. Perfect Sums is not liable whether in contract, tort, under the statute, for misrepresentation or otherwise (including in each case negligence) and whether the party concerned was advised in advance of the possibility of such loss or damage, for:
- a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or corruption or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or any indirect or consequential loss or damage whatsoever, resulting from your use of or inability to use the Site, or from your relying on the accuracy or completeness of the Site content.

Nothing in these Terms

- a) applies to Perfect Sums' liability in respect of products sold under Perfect Sums' standard terms and conditions; or

- b) excludes or restricts in any way Perfect Sums' liability for death or personal injury caused by its negligence or to any extent not permitted by law.

#### **14. Advertising and sponsorship**

Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with relevant laws and codes of practice. Perfect Sums is not responsible for any error or inaccuracy in advertising and sponsorship material.

#### **15. Transfer of rights and obligations**

You may not transfer any of your rights or obligations under the Terms to another party.

#### **16. Waiver**

If Perfect Sums delays in acting upon a breach of these Terms that delay will not be regarded as a waiver of that breach. If Perfect Sums waives a breach of the Terms that waiver will be limited to that particular breach.

#### **17. Matters beyond our reasonable control**

Perfect Sums will not be liable for any breach of the Terms caused by circumstances beyond Perfect Sums' reasonable control.

#### **18. Confidentially**

18.1. Subject to clause 18.2, you and Perfect Sums will keep in confidence any information of a confidential nature obtained as-a-result of the use of the Site and will not disclose that information to any person other than their employees or professional advisers (or, in the case of Perfect Sums the employees of a Perfect Sums Group Company or their suppliers).

18.2. Clause 18.1 will not apply to:

- a) any information which has been published other than through a breach of the Terms;
- b) information lawfully in the possession of the recipient before the disclosure took place;
- c) information which a party is requested to disclose which, if it did not it would be required by law to do so.

#### **11. Data protection**

Perfect Sums will comply with its obligations under applicable data protection legislation and maintain all relevant registrations and notifications, for the purposes of operating the Site.

## **20. Virus protection**

20.1. You must take all reasonable steps to ensure that any software you use with or in connection with the Site is not infected by viruses.

20.2. Perfect Sums will take all reasonable steps to ensure that any software used in connection with the Site is not infected by viruses.

### **Severability**

If any provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed, and the remainder of its provisions will continue in full force and effect.

## **21. Third-party rights**

A person who is not party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms or Terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **22. Applicable law**

These Terms are governed by the law of England and Wales. Any disputes arising out of the use of this Site are to be submitted to the exclusive jurisdiction of the English Courts.

## **23. GDPR**

Here at Perfect Sums, we are GDPR compliant. For more information on this please visit our Privacy Statement.