



## **Site Terms and Conditions of Use**

### **1. Acceptance of Terms**

- 1.1 Your access to and use of [www.fortis-technologies.com](http://www.fortis-technologies.com) (“the website”) and any services referred to in clause 2, is subject exclusively to these Terms and Conditions.

You will not use the website/services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the website/services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you should stop using the website immediately.

- 1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the website/services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

### **2. The Services**

- 2.1 The website may provide purchasing options, communication tools such as e-mail, news groups, forums and/or other message or communication facilities (“the services”) designed to enable communication and information updates. Unless otherwise stated the Services are for your personal use only.

### **3 Privacy Policy**

- 3.1 We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received. If you register for any of the Services you will be asked to provide personal information. The information provided by you is not available for sale or use by third parties. The information may be used for notifying you of changes or updates to the website/services.

### **4 User Account, Passwords and Security**

- 4.1 If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will Fortis Technologies be liable for

any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

## **5 Acceptable Use**

- 5.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content. Fortis Technologies will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.
- 5.2 Use any information or material in any manner that infringes any copyright, trademark, patent or other right of any proprietary party.
- 5.3 Impersonate any person or entity for the purpose of misleading others.
- 5.4 Violate and applicable laws or regulations.
- 5.5 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships.
- 5.6 attempt to gain unauthorised access to any of the services, other accounts, computer systems or networks connected to the website/services through hacking, password mining or any other means.

## **6 Termination**

- 6.1 We have the right to terminate your access to any or all of the services at any time, without notice, for any reason, including without limitation, breach of these terms and conditions. We may also at any time, at our sole discretion, discontinue the website/services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the website/services.

## **7 Links to Third Party Websites**

- 7.1 The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that Fortis Technologies is not responsible for the content or availability of any such sites.

## **8 International Use**

- 8.1 You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

## **9 Intellectual Property Rights**

- 9.1 The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This includes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

## **10 Indemnity**

- 10.1 You agree to indemnify and hold Fortis Technologies harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against Fortis Technologies by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by Fortis Technologies in consequence of your breach of these Terms and Conditions.

## **11 Disclaimers and Limitations of Liability**

- 11.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 11.2 To the extent permitted by law, Fortis Technologies will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.
- 11.3 Fortis Technologies makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes

them available are free of viruses or anything else which may be harmful or destructive.

## **12 Severance**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **13 Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.