

## Web Site Terms of Use

#### **Definitions**

'New Patch' shall mean 'CL Wall t/a New Patch'

'the company' shall mean 'CL Wall t/a New Patch' and 'New Patch'

'representatives of New Patch' shall mean, officers, employees and those other persons

employed by the company

'the site' shall mean www.newpatch.co.uk

'the contents of this web site' shall include but not be limited to goods and services, text,

publications, documents, views and opinions of the company

provided through the site,

'the information' shall mean goods and services, text, publications, documents,

views and opinions of the company provided through the site,

'the client material(s)' shall mean those documents which may be downloaded from

the web site.

#### 1. General

- 1.1. This web site is operated and owned by CL Wall t/a New Patch
- 1.2. By accessing and using this web site, you are agreeing to be bound by these terms of use.
- 1.3. New Patch reserves the right to modify or amend these terms at any time and for any reason. If we make any significant changes to our terms, clear notice will be posted on this web site.
- 1.4. If you access this web site from outside of the United Kingdom you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.
- 1.5. These terms of use are governed by and shall be interpreted in accordance with domestic laws which apply in the United Kingdom or any part of it.
- 1.6. If any provision of these terms of use are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms of use, which shall remain in full force and effect

## 2. Intellectual Property

2.1. New Patch is the owner of the contents of this web site, except as otherwise noted to the contrary. The unauthorised use, modification or copying of the Information may violate copyright, trademark, patent and other laws that protect New Patch's intellectual property, and New Patch may exercise its right to seek legal redress for such use, modification, copying or disclosure.

#### 3. Downloads

- 3.1. The client material may be used for personal, non-commercial use only. The client material is not intended as, nor should it be taken as, 'legal advice' and the information contained therein is provided without warranty of any kind
- 3.2. Any use or reproduction of the client material for public or commercial purposes is strictly prohibited except as permitted by a license agreement entered into between you and New Patch.

#### 4. Disclaimer of Warranties

- 4.1. The information and client material included on this site are provided for convenience and informational purposes.
- 4.2. The information and the client material is provided without any representations, warranties or conditions of any kind, express or implied.
- 4.3. No representations or warranties are made concerning the accuracy, completeness, timeliness or reliability of the Information or the client material, or of any information contained in any site linked to this web site.
- 4.4. New Patch reserves the right to make changes and corrections to the information and the client material at any time, without notice.
- 4.5. New Patch does not warrant or guarantee uninterrupted or error-free access to this web site, to any site linked to this web site, or to the availability of Internet e-mail links provided on this web site.
- 4.6. The internet is not a secure medium and the confidentiality of communications and transmissions through the internet cannot be ensured by new patch

# 5. Exclusion of Liability

- 5.1. New Patch has no control and takes no responsibility for the non-delivery, loss, delay, defect or alteration to communications and transmissions through the Internet.
- 5.2. New Patch will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information through the internet e-mail links, fill-in forms and forum on this web site.
- 5.3. Neither the company or the representatives of new patch shall be liable to a web site user or any third party for any direct, indirect, incidental, special or consequential damages, injury, loss, costs or expenses, including but not limited to lost revenue or goodwill, business interruption, lost or damaged data or any other commercial or economic loss, whether based in contract, tort (including negligence) or any other theory of liability.
- 5.4. Clause 5.3 shall apply even if New Patch has been advised or should have known of the possibility of such damages.

## 6. Hyperlinks

6.1. This web site may, from time to time, contain hyperlinks to other sites which are provided solely as a convenience to you. These other sites were independently developed by parties other than New Patch and New Patch assumes no responsibility for the accuracy of the information or links contained on such sites.

- 6.2. The inclusion of any link to another site does not imply endorsement of the content or practices of any such site by New Patch unless otherwise stated on this web site.
- 6.3. If you decide to access linked third party web sites, New Patch hereby disclaims any warranty or liability for damages associated to the use of such links.
- 6.4. Where you wish to establish a hyperlink to the home page of the New Patch web site, you must contact us to obtain our approval of the link. You may only use text and images provided or approved by New Patch in the manner and location specified by New Patch and you must abide by the terms and conditions provided by New Patch from time to time in force. If approval of the link is granted, New Patch will be providing you with a non-exclusive, limited licence to use New Patch trade-marks solely for the purpose of hyper linking to New Patch web site.

### 7. Computer Viruses

- 7.1. Whilst New Patch makes reasonable efforts to ensure that all Information and client material provided on this web site, and all e-mail communications as are sent from the representatives of New Patch, do not contain computer viruses, New Patch cannot guarantee that a virus will not be distributed. You are responsible to take the appropriate precautions to scan communications for computer viruses and under no circumstances will New Patch be liable in any way for the unintentional distribution of any such viruses.
- 7.2. In using this web site you agree to use best efforts not to post or send communications to new patch that contain viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, or surreptitiously intercept any system, data or information.

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