

## TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of the pages which make up the website [www.visitorreview.com](http://www.visitorreview.com) (**the site**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using the site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the site.

### INFORMATION ABOUT US

The pages which form the site are hosted and based on a platform designed and constructed by The Digital Group Limited t/a Digital Visitor (**We**). We are registered in England and Wales under company number 4379697 and have our registered office at President Park, President Way, Sheffield S4 7UR. Our main trading address is Kings House, 14 Orchard Street, Bristol, BS1 5EM. Our VAT registration number is 895 9654 42.

### ACCESSING THE SITE

Access to the site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the site without notice. If the need arises, we may suspend access to the site or close it indefinitely. We will not be liable if, for any reason, the site or any part of it is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the site, or the entire site, both to users who have registered with us and to guest users.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of the security procedures on the site, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time.

You are responsible for making all arrangements necessary for you to have access to the site. You are also responsible for ensuring that all persons who access the site through your internet connection are aware of these terms and that they comply with them.

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You may print off one copy, and you may download extracts, of any page(s) from the site for your personal reference only and you may draw the attention of others within your organisation to material posted on the site.

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 material on the site must always be acknowledged.

You must not use any part of the materials on the site for commercial purposes without first securing our prior written consent.

If you print off, copy or download any part of the site in breach of these terms of use, your right to use the site will cease immediately and you must immediately destroy any copies of the materials you have made.

## **RELIANCE ON CONTENT**

Any content posted on the site is not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the site or by anyone who may be informed of any of its contents.

The nature of the site means that it is constantly changing. Whilst every effort is made to keep the site up to date, any of the material on the site may be incorrect/out of date at any given time and we accept no liability for any such material.

## **OUR LIABILITY**

The material displayed and posted on the site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or equity; and
2. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the site or in connection with the use, ability to use or the results of the use of the site, any websites linked to it and any materials posted on it 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

but nothing in these terms of use affects our liability for death or personal injury arising from our negligence nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter nor any other liability which cannot be excluded or limited under applicable law.

## INFORMATION ABOUT YOU AND YOUR VISITS TO THE SITE

We process information about you in accordance with our privacy policy. By using the site, you consent to such processing and you warrant that all data provided by you is accurate.

## UPLOADING MATERIAL TO THE SITE

Whenever you make use of a feature which allows you to upload content to the site you must comply with the content standards set out in the acceptable use policy (below). You warrant that any such contribution complies with those standards and you fully indemnify us for any breach of that warranty.

Any material that you upload to the site will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the site constitutes a violation of their intellectual property rights or of their right to privacy.

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 the site. We will not be liable for any use any third party makes of the material you post onto the site.

We have the right to remove any material or posting you make on the site (at any time) if in our opinion such material does not comply with the content standards set out in our acceptable use policy.

## ACCEPTABLE USE POLICY

You may use the site only for lawful purposes. You may not use the site:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

You also agree:



- Not to reproduce, duplicate, copy or re-sell any part of the site; and
- Not to access without authority, interfere with, damage or disrupt any part of the site, any equipment or network on which the site is stored, any software used in the provision of the site or any equipment or network or software owned or used by any third party.

Contributions to the site must:

- Be accurate (where they state facts);
- Be genuinely held (where they state opinions); and
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions to the site must not:

- Contain any material which is defamatory of any person;
- Contain any material which is obscene, offensive, hateful or inflammatory;
- Promote sexually explicit material;
- Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Infringe any copyright, database right or trade mark of any other person;
- Be likely to deceive any person;
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Promote any illegal activity;
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- Be likely to harass, upset, embarrass, alarm or annoy any other person;
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- Give the impression that they emanate from us, if this is not the case; or
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

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

You must not misuse the site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the site, the server on which the site is stored or any server, computer or database connected to the site. You must not attack the site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you may 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 co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the site or to your downloading of any material posted on it, or on any website linked to it.

## **LINKS FROM THE SITE**

Where the site contains links to other sites and resources provided by third parties these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **JURISDICTION AND APPLICABLE LAW**

The English courts will have exclusive jurisdiction over any claim arising from or related to a visit to the site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or other relevant country. These terms of use are governed by English law.

## **VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the site.

## **CONTACT**

If you have any concerns about material which appears on the site, please contact The Digital Group - Kings House, 14 Orchard St, Bristol UK, BS1 5EH, 01179 055 195. [info@digitalvisitor.co.uk](mailto:info@digitalvisitor.co.uk)

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