# NYLANDER\*SHAW

# NYLANDER SHAW LTD

### TERMS OF WEBSITE USE:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE:

### WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website www.nylandershaw.com ("our site").

### WHO WE ARE AND HOW TO CONTACT US:

www.nylandershaw.com is a site operated by Nylander Shaw Ltd. ("we" or "us"). We are a limited company registered in England and Wales under company number 12802345 and our registered office address is at 5<sup>th</sup> Floor, Suite 23, 63-66 Hatton Garden, London, EC1N 8LE. Our main trading address is 5<sup>th</sup> Floor, Suite 23, 63-66 Hatton Garden, London, EC1N 8LE.

To contact us, please email info@nylandershaw.com

### BY USING OUR SITE, YOU ACCEPT THESE TERMS:

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

### THERE ARE OTHER TERMS THAT MAY APPLY TO YOU:

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Notice, which sets out information about how we use personal data.
- Our Cookie Policy, which sets out information about the cookies on our site.

# WE MAY MAKE CHANGES TO THESE TERMS AND OUR SITE :

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. We may also update and change our site from time to time.

# WE MAY SUSPEND OR WITHDRAW OUR SITE:

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

# HOW YOU MAY USE MATERIAL ON OUR SITE:

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### DO NOT RELY ON INFORMATION ON THIS SITE:

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

### WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO:

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

# OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Subject to this, we exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it and we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site. In particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

### COMMUNICATING WITH US VIA OUR SITE:

Any content you may communicate to us via our site will be considered nonconfidential and non-proprietary. You retain all of your ownership rights in your content, but you are

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required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties for the purposes of our business. You are solely responsible for securing and backing up your content and you must not send, knowingly receive, upload, download, use or re-use any material which is illegal, obscene, defamatory, offensive or hateful. You agree not to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) via our site.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM: We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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-ofservice attack or a distributed denial-of service attack. By breaching this provision, you would 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 our site will cease immediately.

### RULES ABOUT LINKING TO OUR SITE:

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it and the website in which you are linking must not be unlawful or fraudulent, or have any unlawful or fraudulent purpose or effect. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, and you must not establish a link to our site in any website that is not owned by you. 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. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our site other than that set out above, please contact info@nylandershaw.com.

### WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### OUR TRADEMARKS ARE REGISTERED:

Nylander Shaw is a trademark of Nylander Shaw Limited. You are not permitted to use our brand without our approval except as set out in these terms of use.