

Charles Kendall Terms of Use

1. General Conditions

1.1 Other than personally identified information which is covered under Our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. We and Our designates shall, however, only use such material for the purposes for which it was originally provided to Us.

1.2 You are prohibited from posting or transmitting to or from the Website any material: (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or (b) for which you have not obtained necessary approvals; or (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

1.3 You may not misuse the Website (including, without limitation, by hacking).

1.4 We shall fully co-operate with any law enforcement authorities or court order requesting or directing Us to disclose the identity or locate anyone posting any material in breach of clause 1.2 or clause 1.3 above.

2. External Links

Where Our Website contains links to other websites 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. When accessing another website via Our Website We advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

3. Liability

3.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of Our officers, directors, employees, or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

3.2 Nothing in these terms and conditions shall exclude or limit the Charles Kendall's liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977; or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

3.3 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

4. Disclaimer

While We endeavour to ensure that the information on the Website is correct, we do not warrant the accuracy and completeness of the material on the Website. We may make changes to the material on the Website at any time without notice.

5. Governing Law and Jurisdiction.

These Terms and Conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts.