



## Terms & Conditions

### 1. Introduction

You should read these terms and conditions carefully before using this website ('the Site'). By accessing or using the Site, you agree to be bound by and accept these terms and conditions. If you do not agree with or accept any of these terms and conditions, you should cease using the Site immediately.

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

- a. Our Privacy Policy, which sets out how we may use your personal information.
- b. Our Cookie Policy, which sets out information about the cookies on our Site.

Please note that no sale of products or services takes place on this website. Any agreement to provide software services will be governed by different terms and conditions and will be provided to you separately.

### 2. Availability and conditions of use

a. The Site is made available to you by Kim Technologies Limited, a company registered in England under registration number 9687973, whose registered office is Kim Technologies Ltd, One Central Boulevard, Blythe Valley Park, Solihull West Midlands, B90 8BG.

b. While we make every effort to ensure that the Site is available, we do not represent, warrant or guarantee in any way the Site's continued availability at all times or uninterrupted use by you of the Site. We reserve the right to suspend or cease the operation of the Site from time to time at our sole discretion.

c. We may update and change our Site from time to time to reflect changes to our services, our users' needs and our business priorities.

d. As a condition of your use of the Site, you agree:

- i. not to use the Site for any purpose that is unlawful under applicable law, or prohibited by these terms and conditions;
- ii. not to defame, disparage anybody or in a manner which is obscene, derogatory or offensive; and
- iii. to be responsible for ensuring that your use of the Site is consistent with all applicable laws and regulations.

e. We reserve the right to prevent or suspend your access to the Site if you do not comply with any part of these terms and conditions or any applicable law.

### 3. Ownership, use and intellectual property rights

a. The Site and all content within the Site is owned and operated by Kim Technologies Limited and/or our licensors and is protected by copyright. We and our licensors reserve all rights.

b. The Site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, revise, perform, reproduce, publish, license, deep-link, create derivative works from,

transfer, or sell any information or content obtained from the Site unless expressly authorised by Kim Technologies Limited in writing.

c. Any intellectual property rights (including without limitation all patents, copyright, database rights and trademarks (whether registered or unregistered)) subsisting in any content or material on the Site belong to Kim Technologies Limited and/or our licensors. You are not permitted to use our trademarks without our prior written approval. Nothing in these terms and conditions grants you any rights in the Site or the content within the Site.

#### **4. Disclaimers**

a. While we use reasonable efforts to include accurate and up-to-date information on the Site, we do not represent, warrant or promise (whether express or implied) that any information is or remains accurate, complete and up to date, or fit or suitable for any purpose. Any reliance you place on the information on the Site is at your own risk. Nothing in these terms and conditions shall operate to prejudice any mandatory statutory requirement or your statutory rights.

b. Content on the Site is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites which may be of interest. It does not constitute technical, financial, or legal advice or any other type of advice and should not be relied on for any purposes.

#### **5. Cookies and other information-gathering technologies**

a. Our website uses cookies. Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information. These cookies allow us to distinguish you from other users of the website which helps us to provide you with a good experience when you browse our website and also allows us to improve our Site.

b. For more information on which cookies we use and how we use them, see our Cookies Policy.

#### **6. Hyperlinks and third party sites**

The Site may contain hyperlinks or references to external third party websites. Any such hyperlinks or references are provided for your information only. We have no control over third party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not constitute an endorsement of such third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

#### **7. Equality and diversity**

We are committed to promoting equality and diversity in all our dealings with customers', third parties and employees. Please contact us if you would like a copy of our Equality and Diversity policy.

#### **8. Viruses**

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-of-service 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.

## **9. Warranties and limitation of liability**

a. You agree that your use of the Site is on an 'as is' and 'as available' basis. Consequently we make no representations, warranties, conditions or other terms (whether express or implied) in relation to the provision of the Site, including without limitation as to completeness, accuracy and currency or any content and information on the Site, or as to satisfactory quality, or fitness for a particular purpose.

b. To the maximum extent permitted by applicable law, we exclude all liability, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, which we may otherwise have to you arising under, in connection with or as a result of:

- i. any error or inaccuracies in any information or material within or relating to the Site;
- ii. the unavailability of the Site for whatsoever reason; and
- iii. any representation or statement made on the Site.

c. Under no circumstances shall we be liable to you for any loss or damage suffered (including without limitation direct or indirect losses) arising from your use of, or reliance on, the Site or any content on the Site.

d. In particular, we will not be liable for:

- i. loss of profits, sales, business, or revenue;
- ii. business interruption;
- iii. loss of anticipated savings;
- iv. loss of business opportunity, goodwill or reputation; or
- v. any indirect or consequential loss or damage.

e. We do not exclude or limit our liability for death or personal injury arising from our negligence, for any fraudulent misrepresentation made by us on the Site or for any other statutory rights which are not capable of being excluded.

## **10. Indemnity**

If you are in breach of any of these terms and conditions, you agree to indemnify and hold us harmless in respect of any costs, expenses, claims, proceedings, actions, losses, damages or liabilities incurred by us in relation to or arising from such a breach.

## **11. General**

a. We reserve the right to vary these terms and conditions from time to time without notifying you. By continuing to use and access the Site you agree to be bound by any variation made by us. It is your responsibility to check these terms and conditions on the Site from time to time to ensure you understand the terms and conditions that apply at that time.

b. These terms and conditions contain the entire understanding and agreement between us and you in relation to your use of the Site and supersedes and replaces any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein.

c. Should any part of these terms and conditions for any reason be declared invalid or unenforceable by a court of a competent jurisdiction, it shall be deemed to be deleted without affecting the remaining provisions.

d. These terms and conditions are governed and construed in accordance with the laws of England and Wales and you consent to the exclusive jurisdiction of the courts of England.

**Further information**

If you have any questions relating to our Website Terms and Conditions, please email them to:

[hello@ask.kim](mailto:hello@ask.kim)

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