

WEBSITE USE TERMS AND CONDITIONS

IMPORTANT LEGAL NOTICE

ATTENTION:

THIS LEGAL NOTICE APPLIES TO THE ENTIRE CONTENTS OF THIS WEBSITE UNDER THE DOMAIN NAME WWW.MYBUSINESSHOMEPAGE.COM ("WEBSITE") AND TO ANY CORRESPONDENCE BY E MAIL BETWEEN US AND YOU. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE. THIS NOTICE IS ISSUED BY MYBUSINESSHOMEPAGE.COM ("MYBUSINESSHOMEPAGE.COM").

INFORMATION ABOUT US

www.mybusinesshomepage.com is a site operated by Douglas Enterprises ("We"). Our main trading address is Unit 2, Richmond Stud, Bognor Road, Horsham, West Sussex. RH12 3PS.

1. INTRODUCTION

- 1.1. You will be able to access some areas and functions of this Website without registering your details with us. However, to access other areas of this Website you need to register with us.
- 1.2. By accessing any part of this Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Website immediately.
- 1.3. We may revise this legal notice at any time by updating this posting. You should check this Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

2. LICENCE

- 2.1. You are permitted to use the content and materials in this Website to facilitate transactions with other users of this website but for no other purposes whatsoever.
- 2.2. You acknowledge and agree that you may only download material and content from this Website for the purpose of using this Website. You further acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.
- 2.3. Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by Douglas Enterprises or its licensors. For the purposes of this legal notice, any use of extracts from this Website other than in accordance with paragraph 2.1 and 2.2 above for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

2.4. Subject to paragraph 2.1 and 2.2, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without prior written permission from Douglas Enterprises.

2.5. Any rights not expressly granted in these terms are reserved.

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

2.7. 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.

2.8. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

2.9. You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

3. SERVICE ACCESS

3.1. While Douglas Enterprises endeavours to ensure that this Website is normally available 24 hours a day, Douglas Enterprises will not be liable if for any reason this Website is unavailable at any time or for any period.

3.2. Access to this Website may be suspended temporarily or permanently and without notice in the case of system failure, maintenance or repair or for reasons beyond the control of Douglas Enterprises or for any other reason.

3.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, 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, if in our opinion you have failed to comply with any of the provisions of these terms of use.

3.4. When using our site, you must comply with the provisions of our acceptable use policy www.mybusinesshomepage.com/acceptableUsePolicy.pdf.

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

4. VISITOR MATERIAL AND CONDUCT

4.1. Other than personally identifiable information, which is covered under our Privacy Policy www.mybusinesshomepage.com/privacyPolicy.pdf, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. Douglas Enterprises shall have no obligations with respect to such material. Douglas Enterprises and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non commercial purposes.

4.2. You are prohibited from posting or transmitting to or from this Website any material:

4.2.1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

4.2.2. for which you have not obtained all necessary licences and/or approvals;

4.2.3. 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 the UK or any other country in the world; or

4.2.4. 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).

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

4.4. Douglas Enterprises will fully cooperate with any law enforcement authorities or court order requesting or directing Douglas Enterprises to disclose the identity or locate anyone posting any material in breach of paragraphs 4.1 or 4.2.

5. UPLOADING MATERIAL TO OUR SITE

5.1. Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our acceptable use policy www.mybusinesshomepage.com/acceptableUsePolicy.pdf. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

5.2. Any material you upload to our 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 our site constitutes a violation of their intellectual property rights, or of their right to privacy.

5.3. 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 our site.

5.4. We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy www.mybusinesshomepage.com/acceptableUsePolicy.pdf.

6. LINKS TO AND FROM OTHER WEBSITES

6.1. In order to add value to you Douglas Enterprises may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website you do so entirely at your own risk and Douglas Enterprises are not responsible for the availability content or opinion of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the content or opinion of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (ii) the privacy practices of such websites, or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

6.2. 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, but 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.

6.3. You must not establish a link from any website that is not owned by you.

6.4. 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 or to your dedicated contractor page (if set up). We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy www.mybusinesshomepage.com/acceptableUsePolicy.pdf.

6.5. If you wish to make any use of material on our site other than that set out above, please address your request to support@mybusinesshomepage.com.

7. REGISTRATION

7.1. Each registration is for a single user only. www.mybusinesshomepage.com does not permit you to share your user name and password with any other person nor with multiple users on a network.

7.2. Responsibility for the security of any passwords created by you or issued by www.mybusinesshomepage.com rests with you.

8. DISCLAIMER

8.1. Douglas Enterprises does not warrant the accuracy, timeliness and completeness of the material on this Website, that defects will be corrected, or that the Website or the service that makes it available are free of viruses or bugs. Douglas Enterprises may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and Douglas Enterprises makes no commitment to update such material.

8.2. The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Any information relating to merchandise and/or services is provided by other Customers of the Website and Douglas Enterprises does not accept any responsibility for such content. Any contact made with other Customers of the Website is done at entirely your own risk. Accordingly, to the maximum extent permitted by law, Douglas Enterprises provides you with this Website on the basis that Douglas Enterprises excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purposes and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

9. LIABILITY

9.1. This limitation of liability is drafted on the basis that this is a service to be used by you at your own risk. Douglas Enterprises cannot operate this service on any other basis as they are not able to check and verify the contents of any advertisement placed on the Website by sellers of merchandise or service.

9.2. Douglas Enterprises, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of Douglas Enterprises' group companies and the officers, directors, employees, shareholders or agents of any of them, (to the extent that they are able to by law) 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

this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this 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 this Website or your downloading of any material from this Website or any websites linked to this Website.

9.3. Nothing in this legal notice shall exclude or limit Douglas Enterprises' liability for (i) death or personal injury caused by negligence; (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

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

11. MISCELLANEOUS PROVISIONS

11.1. If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or unenforceability of the other sections of these terms and conditions shall not be affected.

11.2. No delay or failure by Douglas Enterprises to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.

12. OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

13. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.