

# Darlas Terms and Conditions

## Website Legal Notice

Important - this is a legal agreement between you and Darlas.

www.darlashunter.com (the "Website") is provided by Darlas.

### **Please read the following terms carefully.**

By using this website you agree to these terms of use ("the Terms"), which incorporate DARLAS's current standard terms of trade to the exclusion of all other website terms of use or terms and conditions of trade whatsoever. Where there is a conflict between the provisions of the Terms and DARLAS's current standard terms of trade only in relation to the use of this Website then the provisions of the Terms shall prevail over the provisions of DARLAS's current standard terms of trade. If you do not agree to these terms of use, you may not access or otherwise use this Website in any way whatsoever.

From time to time, DARLAS may modify the Terms. Accordingly, please continue to review the Terms whenever accessing or using the Website. You may only use the Website in accordance with the Terms outlined below

#### **1. Applicable Law and Place where Contract is formed**

No contract shall be concluded between you and DARLAS for the sale by DARLAS to you of any product unless and until DARLAS accepts your order by e-mail. DARLAS's acceptance of your order shall be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time DARLAS sends a confirmation e-mail to you (whether or not you receive that e-mail). For the avoidance of doubt, any such contract will be deemed to have been concluded in the United Kingdom. Further, any such contract shall be interpreted, construed and enforced in all respects in accordance with the laws of England, and you and DARLAS irrevocably submit to the non-exclusive jurisdiction of the English Courts.

#### **2. Copyright and Intellectual Property**

- 2.1 DARLAS either owns or is licensed to use the copyright in the design, data, text, table, graphic, editorial or other content of its Website pages, all software compilations, underlying source code and all other data or material appearing on its Website unless another copyright holder is credited on the relevant Website page.
- 2.2 We appreciate that our material may help to back-up your own research or to augment your organisation's promotional activities. You may use the DARLAS owned material on this Website for non-commercial use provided you do all of the following:
- a) act within the copyright laws of England and Wales, or of the territory in which DARLAS originally published the material;
  - b) publish the material without any adjustment which would alter its meaning or bring DARLAS, its personnel, representatives, agents, clients or the subject of the material or any other person or entity into disrepute;
  - c) meet the requirements of current Human Rights legislation and Data Protection Law within Europe (which rights may extend to individuals and entities resident outside the European Economic Area);
  - d) publish a credit to DARLAS or to a specific and relevant DARLAS publication or

website, and to any individual named author, at the foot of the re-used material; and, if reproduced on a website, include a URL link to the original article or the point of entry to that Website page or to the publication's Website page as agreed in advance in writing with the Website administrator or the Company's Copyright Executive.

- 2.3 DARLAS may make available certain Content Licence Agreements for the commercial re-use, translation and/or re-publishing in printed or electronic form of design and content from its Website and pages. Only a holder of a current Content Licence agreement who satisfies all requirements of that Licence agreement may re-use, translate or re-publish in any form or medium design or content which originates on a Website or webpage owned or managed by DARLAS for commercial purposes.
- 2.4 All goodwill associated with your use of the DARLAS trade name or marks shall inure solely to the benefit of DARLAS and you shall not assert any claim or ownership to any trade name or marks or to the goodwill or reputation thereof. All other trade marks, brand names, products and company names all over which are cited on this Website are the trade marks and/or property of their respective owners.

### **3. User Responsibility**

- 3.1 You may not transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable material or information of any kind including but not limited to transmission constituting or encouraging conduct which would constitute a criminal offence, give rise to civil liability or otherwise violate any national or international law.
- 3.2 You may not transmit any information, software, email or attachment which contains in full or in part any Virus, Worm, Trojan Horse or other harmful component.
- 3.3 You may not restrict or inhibit use of the Website by any other individual or organisation.
- 3.4 You may not post, publish, transmit, distribute or otherwise exploit any software information or material obtained through the Website of DARLAS and its associated companies other than for the purposes expressly permitted.
- 3.5 All individual articles, reports and other elements making up the Website may be copyright works or protected by database rights. You agree to abide by all additional copyright and database right notices or restrictions contained on the Website.
- 3.6 You agree to notify DARLAS in writing promptly upon becoming aware of any unauthorised access to or use of the Website by any party.
- 3.7 Other than the licences granted to you under this agreement, you may not copy, reproduce, recompile, decompile, disassemble, reverse-engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit, communicate or in any other way exploit any part of the Website and/or the Website's material.
- 3.8 The Website and all the information contained therein may not be used to construct a database of any kind nor may the Website be stored in its entirety or in any part in databases for access by you or any third party or to distribute any database Website containing all or part of the Website.
- 3.9 You agree to indemnify, defend and hold harmless DARLAS from and against any claims, actions, demands or other proceedings brought against DARLAS by a third party to the extent that such claim, suit, action or other proceedings is based on or arises in connection with your use of the Website and any breach by you of the

Terms. This section survives termination of this agreement for any such reason.

- 3.10 You accept that DARLAS has the right to change the material, or information of any aspect of the Website at any time at its sole discretion. You further accept that such changes result in your being unable to access the Website. DARLAS may have to suspend the Website from time to time to carry out maintenance and to make upgrades.

#### 4. **Hyperlinks**

##### 4.1 **Our hyperlinks:**

The Website may include links to third party websites. Such hyperlinks are included to ease the user's path through the Internet. Their inclusion cannot be taken to imply any endorsement or validation by DARLAS of the content of the website referred to. Hyperlinks can become out-of-date and cease to work or they can direct users to a website page whose contents or use have been changed by its owner. **DARLAS has no control over, and can therefore accept no responsibility or liabilities for any losses or penalties that may be incurred or for the accuracy of hyperlinks to third party web sites, or the content of such third party Website.**

##### 4.2 **Your hyperlinks:**

You may provide hyperlinks to the Website and pages owned and/or managed by DARLAS and its associated Website PROVIDED THAT you first obtain the prior written consent from DARLAS. Such hyperlinks may only direct users to the home page of the relevant website, and must display the relevant page in the same form as this Website, without amendment or framing.

#### 5. **Disclaimer**

- 5.1 The material and information published on this Website are provided on an "as is" basis without warranty of any kind, either expressed or implied. DARLAS does not guarantee the accuracy or integrity of the material or information nor its suitability for any particular purpose. **To the fullest extent permitted by law, DARLAS excludes any liability whether in contract, tort (negligence) or otherwise for any incorrect or misleading information on the Website. In addition, DARLAS does not represent or warrant that the information accessible via the Website is accurate, complete or current.**
- 5.2 Errors can occur and DARLAS offers no assurance that they will be corrected. **No liability will be accepted in respect of service interruptions, nor in the event of any Viruses, Worms, Trojan Horses and other harmful components being present in or transmitted by DARLAS systems and networks.**
- 5.3 **DARLAS does not accept any liability for any loss of data or software, revenue, business, profits cost or expense, or any direct, indirect, incidental or consequential loss or damage arising out of or in connection with the use of, or the lack of availability of the Website or its content and/or in connection with any permission, right or licence to use the material given under clause 2.2 or otherwise.**
- 5.4 It is your responsibility to assess the value of the information and material on the Website in the light of your own business and personal circumstances. Website content remains journalistic opinion and does not constitute legal, financial or professional advice, and may not represent the views of the DARLAS, its directors, employees or agents.

- 5.5 **Except as specifically stated on the Website, to the fullest extent permitted at law, neither DARLAS nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this Website or the information, content, materials or products included on this Website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. For the avoidance of doubt, DARLAS does not limit its liability for death or personal injury to the extent only that it arises as a result of the negligence of DARLAS, its affiliates, directors, employees or other representatives.**
- 5.6 Nothing in this clause 5 shall exclude DARLAS's liability to you for fraudulent misrepresentation by DARLAS or the death or personal injury resulting from its negligence or that of its employees.
- 5.7 Price and availability of information is subject to change without notice.

## **6. Right of cancellation for Consumers only**

- 6.1 Where you are a business as opposed to a Consumer (as referred to in the Consumer Protection (Distance Selling) Regulations 2000), our returns procedure shall be as outlined in our standard terms of trade.
- 6.2 Where you are a consumer under the United Kingdom's Consumer Protection (Distance Selling) Regulations 2000, you have the right to cancel the contract for the purchase of any item within seven working days of delivery. This applies to all our products. However, we regret that we cannot accept cancellations of contracts for the purchase of video, DVD, audio, or software products where the item has been unsealed.
- 6.3 To cancel this contract, please fill out the proof of delivery form that accompanies your items, giving the reason for the return as "Contract cancellation". Please package the relevant item securely and return it to us with the delivery slip so that we receive it within seven working days of the date that the item was delivered to you.
- 6.4 Please note that you will be responsible for the costs of returning the Goods to us unless we delivered the item to you in error or the item is faulty. If we do not receive the item back from you with the proof of delivery form, we may arrange for collection of the item from your residence at your cost.

## **7. Privacy Policy**

- 7.1 DARLAS is committed to safeguarding your privacy online. It is very important to us that you should be able to use and enjoy the Website without having to compromise your privacy in any way. This policy will help you understand how your personal information will be treated. This policy may change from time to time so please check back regularly.

Please keep in mind that whenever you voluntarily disclose personal information online - for example on message boards, through email, or in chat areas - that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.

Ultimately, you are solely responsible for maintaining the secrecy of your passwords. Please be careful and responsible when you are online.

If you have any requests concerning your personal information or any queries with regard to these practices, please contact our Data Protection Officer by e-mail : [darlas@darlas.wanadoo.co.uk](mailto:darlas@darlas.wanadoo.co.uk)

### **7.2 What personally identifiable information does DARLAS collect from me?**

DARLAS collects information in several ways from different parts of our web site.

Some personal information is gathered when you register on the Website. During registration, DARLAS asks for your name, email address, telephone number, account number and company name. Once you register you are no longer anonymous to DARLAS.

In addition to registration we may ask you for personal information at other times, for example when you report a problem with our Website or services. If you contact DARLAS we may keep a record of that correspondence.

When you order, DARLAS will need to know your name, e-mail address, delivery address, credit or debit card number and the card's expiry date. This allows us to process and fulfil your orders and to notify you of the status of your order.

Direct-IT Limited may use cookies as a means of offering and providing customisable and personalised services. However, your browser has settings that will allow you to accept all cookies, be informed as cookies arrive or reject all cookies. The downside of rejecting all cookies is that we are then unable to match the site content we offer you to what we know about your preferences from your previous visits.

DARLAS may also collect IP addresses for system administration, for independent audit and to report aggregate information to advertisers. By this we can see how our sites are being used, for example, what services and facilities are popular, and how long users spend on particular pages. This is data about our users' browsing actions and patterns and it does not identify anyone individually.

When you telephone a DARLAS, or someone who is dealing with calls on our behalf, we may record the conversation to ensure the security of any transaction discussed, to help us to review our quality of service and to assist in the training and

development of the employees who take such calls.

### **7.3 How does DARLAS use my information?**

DARLAS's primary goal in collecting personal information concerning subscribers is to provide them with a customised experience of our site. By knowing a little about you, DARLAS is able to deliver more relevant services and content to you.

DARLAS and any of its associated companies are prohibited by virtue of the Data Protection Act 1998 from disclosing any of your personally identifiable information except when we have your permission or under special circumstances, such as when we believe in good faith that the law requires it or under the circumstances described below. The following describes some of the ways that your information may be disclosed:

DARLAS may employ other companies and individuals to perform delivery functions on its behalf or to process credit card payments or to provide customer services. Such companies and individuals will have access to personal information needed to perform these functions, but may not use it for any other purposes and are required to process the data in accordance with the UK's Data Protection legislation.

DARLAS may, from time to time, contact you regarding their products and services.

On some types of DARLAS promotions, we will ask for your email address in order to update you on your entries and status. When you participate in these types of promotions, you automatically receive promotion-related email. Sometimes these promotion-related email messages may include targeted advertisements.

- 7.4 No data transmission over the Internet can be guaranteed entirely secure. While we strive to protect your personal information, DARLAS can neither ensure nor warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk. Once we receive your transmission, we make our best effort to ensure its security on our systems.

### **7.5 Your consent**

By using the Website, you consent to the collection and use of this information by DARLAS. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it.

## **8. General provisions**

- 8.1 No waiver by DARLAS of any breach of any obligation arising under this agreement shall constitute a waiver of any other breach and no failure to exercise or partial exercise by DARLAS of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.
- 8.2 If any provision of this agreement is held by a court of competent jurisdiction to be invalid unlawful or unenforceable for any reason then such part will be severed from the remainder of this agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

- 8.3 These Terms constitute the entire agreement between DARLAS and you. All prior agreements understandings and negotiations and representations (save for fraudulent misrepresentation) whether oral or in writing are cancelled in their entirety. The terms of any other electronic communications will not form part of this agreement
- 8.4 Nothing in these Terms shall confer on any third party (that is, any party other than DARLAS and you) any benefit or the right to enforce any term of these Conditions and the application of the Contracts (Rights of Third Parties) Act 1999 to these Conditions is hereby excluded.
- 8.5 These Terms are governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts