

# Terms & Conditions

## TERMS AND CONDITIONS OF PURCHASE FROM CONCEPT<sub>13</sub> LTD AND USE OF ITS WEBSITE(S)

THE FOLLOWING TERMS AND CONDITIONS OF USE AGREEMENT ("Terms") governs the purchase of products or services from Concept13 Limited ("Business"), and your use of its website's ("Website(s)"). It is vitally important that you read the Terms carefully, as these Terms govern your use or purchase of the products or services from the business either directly or through the Website(s) ("Services"). Each time you use our Services, you acknowledge that you have read these Terms and agree to be legally bound by them. Your use of the Website(s) will automatically constitute your agreement to be legally bound by these Terms. If you do not agree to be bound by these Terms, you may not purchase the Services provided or use the Website(s).

The Website(s) include but are not limited to the sites <http://www.concept13.co.uk> (together with any other subdomain or domain extension variants).

The Services are provided by and the Website(s) are owned by **Concept13 Limited (the "Business")**, a company registered in England and Wales (company number 09186152), whose registered office is at Cranfield Innovation Centre, University Way, Cranfield, Bedfordshire, United Kingdom, MK43 0BT. The VAT registration number being GB 195 2745 75.

The following words used in these Terms shall have the following meanings:

- **"Personal Information"** shall mean all data and/or information provided by and about User, including e-mail address (es), name, address, credit card, or other payment information, etc.
- **"Business Website(s)"** shall mean all Website(s) on which **Business** provides products and/or Services.
- **"Business Products and Services"** shall mean all products and/or Services provided by the Business.
- **"User"** shall mean all Users of the Business, its Website(s) and Services.
- **"3rd-Parties"** include all advertisers, partners and affiliate vendors included/linked to by the Business Website(s).

## ORDERING GOODS AND SERVICES FROM US

**Individuals:** These terms of sale apply to all products and Services supplied by **Concept13 Limited** via its Website(s). These Website(s) are governed by the following terms and conditions; they do not affect your statutory rights.

**Businesses:** You are registered with us as a business customer, and these are the terms and conditions of sale that apply to transactions between you and us. By purchasing any Products or Services and by using the Website(s) you acknowledge that you have read, and you agree to be bound by and comply with these Terms.

### Trade Accounts

You may apply to us in writing to set up a trade account which we may grant or refuse in our absolute discretion ("Trade Account"). If we agree to allow you such an account, you must pay for any Products ordered by you within 28 days of the date of our invoice. Time for payment is of the essence. If cleared funds for payment are not received on time we may (without prejudice to our other rights and remedies) reduce the payment term to 14 days on subsequent orders, suspend your account and/or withdraw the Trade Account in our absolute discretion at any time by notifying you in email.

If you fail to pay us any sum due pursuant to the contract, you shall be liable to pay interest to us on such sum from the due date for payment interest at the rate set out under the Late Payment of Commercial Debts (Interest) Act 1998.

Payments may be made by credit or debit card, by BACS transfer or by cheque and we may not despatch any Products and we may not enable any Services until we receive cleared funds.

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## Description and price of goods and Services

We have taken care to describe and show items and Services as accurately as possible. Despite this, slight variations in items and Services may occur. We provide you with product and service information on our Websites(s). If there is anything which you do not understand, or if you wish to obtain further information, please contact our customer services.

Product images are for illustrative purposes only. Although we have made every effort to display colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the products. The products we deliver may vary slightly from those images shown.

We make every effort to ensure that the pricing displayed on our Website(s) is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). We reserve the right to alter all product and service pricing without notice.

All prices exclude VAT (where applicable) at the current rates unless otherwise stated. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.

Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on the Website(s).

## Price match

If you find the exact same product to be available at retail or via any reseller at a price which is less than the price you would have to pay us for it, we will consider a reduction in our price to you between our delivered price and the competing price, delivered to you, including any shipping costs and duty which would apply, if and, only if:

- a) The product on sale elsewhere is the exact equivalent in make, model and specification to the product that we supply and based on the same quantity as is being ordered.
- b) The cited retailer/reseller of that product is able to sell it to you immediately, from existing stock, and within similar delivery times; and
- c) The delivered price provided by the cited retailer/reseller is like for like in the services we offer such as extended support; and
- d) You notify us of the availability of a cheaper price for the product in advance of any order and provide suitable evidence.

Any offer to change the price you pay to us for a product you order will be at our sole discretion. If we agree to refund in part a payment already received, then we will do so via the original payment method using the details provided.

## Placing an order

You are deemed to place an order with us by ordering via our online checkout process or purchase order for Trade Accounts. As part of the online checkout process, you will be given the opportunity to check your order and correct any errors. We will send you an order acknowledgement, detailing the products and services you have ordered.

The contract is subject to your right of cancellation (see below).

Any order placed by you for goods and services advertised on our Website(s) is an offer by you to purchase the goods and services selected in your order. No contract exists between you and us for the provision of Services and sale of any goods until we have received your order and accepted it (which we may do at our discretion). Our acceptance of an order takes place when we activate a service or despatch the order or send you confirmation by email even if your payment has been processed immediately.

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We may refuse at our discretion to accept an order:

- (a) where we cannot obtain authorisation for your payment;
- (b) if there has been a pricing or product description error; or
- (c) if you do not meet any eligibility criteria set out in our terms and conditions.
- (d) where goods ordered by you are not available;
- (e) if we do not deliver to your area.
- (f) Services or information ordered by you are not available.

Where we do not accept your order but have processed your payment, we will credit your account with any amount deducted by us from your debit or credit card as soon as possible, but in any event within 14 days of your order. We will not be obliged to pay any additional amount as compensation for disappointment.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase Products and Services from our business. The importation or exportation of certain goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase. The use of our Website(s) may be prohibited by certain national laws. We make no representation and accept no liability in respect of the use of the Products or Services you purchase.

## Payment

Payment can be made by any of the options advertised on our Website(s). Payment shall be due before delivery except where we have agreed and set up a Trade Account.

Payment online: Our secure server software encrypts all your payment card details. The process scrambles all the information, allowing no unauthorised third party to intercept the data. Your browser will confirm that you are shopping in a secure environment by showing either a locked padlock icon or an image of a padlock next to the payment details in the relevant area of the Website(s).

To ensure that your credit, debit or charge card is not being used without your consent, we will validate your name, address and other personal information supplied by you during the order process against appropriate third-party databases.

By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998. During security checks, we may ask for additional information or documentation to help support the data you supplied.

## INDIVIDUAL CONSUMER RIGHT OF RETURN AND REFUND

This clause only applies if you are an individual consumer.

If you are a consumer, you have a legal right to cancel a contract during the period set out below. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a product, you can notify us of your decision to cancel the contract and receive a refund.

This cancellation right does not apply in the case of:

- any make-to-order or custom-made products or products configured to your specification.
- all orders over 25 units which may be manufactured to order direct from third parties.
- software, hardware, sensors which have a security seal which you have opened or unsealed.

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## Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from: the day of the conclusion of the contract (in the case of Services); or the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or the last good or the last lot or piece (as the case may be).

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post to Concept 13 Ltd, Cranfield Innovation Centre, University Way, Cranfield, Bedfordshire, United Kingdom, MK43 0BT or e-mail to [info@concept13.co.uk](mailto:info@concept13.co.uk)).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## Effects of cancellation

If you cancel this contract, we will reimburse you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

**We may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you.**

We will make the reimbursement without undue delay, and not later than-

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel.

We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

If the consumer has received goods in connection with the contract you shall send back the goods or hand them over to us or Concept 13 Ltd, Cranfield Innovation Centre, University Way, Cranfield, Bedfordshire, United Kingdom, MK43 0BT, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

If you requested to begin the performance of Services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contact.

## YOUR RIGHT OF CANCELLATION – FOR BUSINESSES ONLY

If you are not an individual consumer, then you have no right of cancellation, refund or return once we have accepted your offer to buy the goods or service, unless, under the law of contract, you have a legal right to cancel and you are cancelling it for that expressed reason.

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## DELIVERY

We will deliver goods ordered by you as soon as possible to the address you give us for delivery, but in any event within 28 days of your order. Any make-to-order or custom-made products or products configured to your specification may take longer and you will be informed of the delay before the order is accepted.

We reserve the right not to make deliveries outside the United Kingdom unless our ordering form provides that facility.

Upon receipt of your order, you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition, then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery, then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing, at our contact address, of the problem within 14 working days of the delivery of the goods in question.

If we do not so deliver the goods by the delivery date then you have the right to cancel the sale, and we shall return all monies paid by you to us under the contract of sale but, notwithstanding, shall have no liability to you for the return of monies or otherwise unless you notify us in writing at our contact address of the non-delivery within 14 days from the long delivery date.

**Business Purchases:** If you fail to take delivery of the Products and without prejudice to any other rights and remedies available to us, we may:

- (a) store the Products until actual delivery and charge you the reasonable costs of storage and insurance;
- (b) sell the Products at the best readily obtainable price and either:– (i) where you have not already paid for the Products, account to you (after deducting all reasonable storage and selling expenses) for any excess over the price you agreed to pay for the Products or charge you for any shortfall below the price you agreed to pay for the Products; OR (ii) where you have already paid for the Products, account to you (after deducting all reasonable storage and selling expenses) for any proceeds received.

## Import Duty

Goods dispatched to countries outside of the UK may be liable to Import Duty, Tax or VAT. When ordering from us you agree to pay any such Duties which may be due locally at the time and place of delivery.

If you refuse to pay any Import Duty / Tax / Sales tax (including VAT) imposed and thereby prevent delivery of your order you will remain liable for the purchase price of the product/s and any unpaid Import Duty / Tax / Sales tax (including VAT) or penalty imposed by any agency or body with authority to do so.

## Title for Consumers

Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our bank account and your order has been shipped.

## Title for Business Orders

The Products are at your risk from the time of delivery. Ownership of the Products shall not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of the Products; and all other sums which are, or which become due to us from you on any account. We shall be entitled to recover payment for the Products even though ownership of any of the Products has not passed from us.

Until ownership of the Products has passed to you, you must:

- (a) store the Products (at no cost to us) separately from all your other products and products of any third party in such a way

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that they remain readily identifiable as our property; and

(b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; maintain the Products in satisfactory condition and keep them insured on our behalf for their full price against all risks

Your right to possession of the Products shall terminate immediately if:

(a) you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency or we have reason to believe that any of the above are likely to occur; or

(b) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

(c) you encumber or in any way change any of the Products.

You grant to us, our agents and employees an irrevocable licence at any time to enter your premises where the Products are or may be stored in order to inspect them, or, where your right of possession has terminated, to recover them.

## Faulty Product, Damaged, or Dead-on Arrival

Please note that any products returned to us which you claim to be defective will be checked and verified by our technicians. Any returned products that are not found to be defective will be returned to you and we shall charge you for the returned transport costs via your original payment method or hold the product until full payment has been received by us for the return transport costs.

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

If you notify a problem to us under this condition, our only obligation will be, at your option:

(a) to make good any shortage or non-delivery.

(b) to return the item to the manufacturer under the terms of the manufacturer's guarantee;

(b) to replace or repair any goods that are damaged or defective; or

(c) to refund to you the amount paid by you for the goods in question in whatever way you choose.

We will not be liable and, we will not act further upon a manufacturer's guarantee on your behalf if, when we receive any product(s), we find, believe or have reason to suspect that you (or anyone else) have caused the fault or damage you claim to have discovered or, that you (or anyone else) have attempted a repair of any fault or damage before claiming under these terms.

Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition, and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question as above.

## LIMITATION OF LIABILITY

The Business will not be liable to you for any loss or damage in circumstances where:

(a) There is no breach of a legal duty owed to you by the supplier or by its employees or agents;

(b) Such loss or damage is not a reasonably foreseeable result of any such breach;

(c) Any increase in loss or damage resulting from breach by you of any term of this contract.

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Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## LINKS TO AND FROM OTHER WEBSITE(S)

Links to third party website(s) on this Website(s) are provided solely for your convenience. If you use these links, you leave this Website(s). We have not reviewed all of these third-party Website(s) and do not control and are not responsible for these Website(s) or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party Website(s) linked to this Website(s), you do so entirely at your own risk.

## SUCCESS OF YOUR BUSINESS OR EARNINGS

What User derives from use of Concept13 Limited Products/Services/information depends upon User's commitment to, and effort in, applying the information. Concept13 Limited does not represent, warrant or guarantee that User will achieve any particular results in business as a result of purchasing and using Concept13 Limited products/Services/information. User acknowledges that the success of User's business depends on User's skills, effort and commitment.

## NEWSLETTERS

Concept13 Limited regularly sends out a newsletter and/or other informational emails (collectively referred to as "Newsletters") to all Users. In these Newsletters, we may inform you about new Services, features or products. User may choose to unsubscribe from the Newsletter at any time using the unsubscribe option at the bottom of our emails, or by writing to us at [info@concept13.co.uk](mailto:info@concept13.co.uk) or following the unsubscribe link contained in each of the emails.

## LICENCE AND COPYRIGHT

The Business Website(s) contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound. The entire content of the Website(s) is copyrighted as a collective work under UK and International copyright laws. The Business owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law or these Terms, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of Business and the copyright owner. Elements of the Website(s) are protected by trade dress, trademark, unfair competition and other laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors.

You are permitted to print and download extracts from this Website(s) for your own private use on the following basis:

- (a) no documents or related graphics on this Website(s) are modified in any way;
- (b) no graphics on this Website(s) are used separately from accompanying text; and
- (c) any of our copyright and trademark notices and this permission notice appear in all copies.

## Copyright Infringement

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In accordance with UK and International law, any notifications of claimed copyright infringement should be sent to us immediately. Such notification can be sent by email, to [info@concept13.co.uk](mailto:info@concept13.co.uk) or by letter to Concept 13 Ltd, Cranfield Innovation Centre, University Way, Cranfield, Bedfordshire, United Kingdom, MK43 0BT.

## Copyright Infringement – Digital Millennium Copyright Act

If operating in America: The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you are a copyright owner or an agent thereof and believe in good faith that materials hosted by Business infringe your copyright, you (or your agent) may send Business a notice requesting that the material be removed or access to it blocked by providing Business's Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Website(s) are covered by a single notification, a representative list of such works at that Website(s);
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Business to locate the material;
4. Information reasonably sufficient to permit the Business to contact you, such as a name, address, telephone number, and, if available, an e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Business a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to this Website(s) should be sent to: Concept 13 Ltd, Cranfield Innovation Centre, University Way, Cranfield, Bedfordshire, United Kingdom, MK43 0BT.

The Business suggests that you consult your legal advisor before filing a notice or counter-notice. There being possible penalties for false claims under the DMCA.

Any rights not expressly granted in these terms are reserved.

## OBLIGATIONS OF USER

Use of the Website(s) as described below, is prohibited. These descriptions are guidelines and are not intended to be exhaustive or all-inclusive.

**Security Violations:** The Business Website(s) may not be used in connection with attempts, whether successful or not, to violate the security of a network, service, or other system. Examples of prohibited activities include hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software.

**Threats:** The Business Website(s) may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, and defamation.

**Offensive Materials:** The Business Website(s) may not be used for the distribution of offensive materials, including obscene, pornographic, indecent, and hateful materials. Further, User shall not:

- i. Provide, post or otherwise distribute content, which is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated



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claims, violates the privacy rights of any 3rd-party, is unreasonably harmful or offensive to any individual or community.

- ii. Use or post any pornographic materials or any content that violates any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic product or products which do not comply with any applicable legislation for the protection of minors.
- iii. Unreasonably annoy (particularly with SPAM) any other User.
- iv. Use or post, without authorization, any content protected by law (e.g., copyright, trademark, patent, utility patent, design patent or other intellectual property (IP) laws), or advertise, promote, offer or distribute any goods or Services protected by law.
- v. Use, post or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, Ponzi schemes, illegal multi-level selling or pyramid sales).
- vi. You may not provide, post or otherwise distribute, User content that interferes with any User's uninterrupted use of the Business Website(s) or Advertises, promotes or offers to trade any goods or Services;

**WARNING: ANY VIOLATION OF THESE POSTING RULES THAT INVOLVES CRIMINAL CONDUCT OF ANY KIND WILL BE REFERRED TO LAW ENFORCEMENT AUTHORITIES UPON NOTICE RECEIVED BY COMPANY.**

It is your responsibility to determine that your input into our site, including use of any chat room areas of our site, including your choice of your username, conforms to the above conditions. If you notice any content which breaches these conditions, please notify us by email to [info@concept13.co.uk](mailto:info@concept13.co.uk).

The User is further prohibited from the following activities:

- i. Employing any mechanisms, software or scripts when using the Business Website(s). However, the User may use the interfaces or software provided by Business within the scope of the Services available on our Website(s) and in accordance with these Terms.
- ii. Blocking, overwriting, modifying and copying of any contents of the Business Website(s).
- iii. Distributing or publicly disclosing the contents of the Website(s) or any of its terms, without written permission from Business, or
- iii. Performing any actions that may impair the operability of the Business Website(s) infrastructure, particularly actions that may overload said infrastructure, servers, bandwidth or other equipment or software.

**Indirect Access:** A violation of these Terms by someone having only indirect access to the Business Website(s) through a User, will be considered a violation, whether or not with User's knowledge or consent.

## GENERAL

In addition, these policies apply to any email or content transmitted by User, or on your behalf, that uses a Business account as a mailbox for responses or promotes content, hosted or transmitted, using Business facilities, or that indicates, in any way, that Business was involved in the transmission of such email or content.

The resale of Business products and Services is not permitted, unless expressly permitted by these Terms or in a separate written agreement.

Violations of these Terms may result in immediate suspension or termination of your account and our Services to you, immediate temporary or permanent filtering, blocked access or other action appropriate to the violation, as determined by Business, in its sole discretion.

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When feasible, it is Business's preference to give notice so that violations may be addressed voluntarily, however, we reserve the right to act without notice, when necessary, as determined by Business in its sole discretion. Business may involve, and will cooperate with, law enforcement, if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of these Terms.

## Uses and Other Policies

A. When using our Services, User warrants and represents that all of the data provided by you is accurate and complete. User shall report any modifications in the data to the Business Website(s), immediately upon any changes occurring.

B. User shall not be allowed to have multiple accounts. You may only establish one (1) User account. If a Business determines that User has established more than one (1) account, further use of our Website(s) may be suspended or terminated, subject to the sole discretion of Business.

C. User warrants and represents that they are of legal age (18 or older) to use our Website(s), at their time of use, or that they are a legal entity, created by operation of law.

D. User may download or print a single copy of any portion of the content solely for personal, non-commercial use, provided they do not remove any trademark, copyright or other notice from such content.

Requests to use Business content for any purpose other than as permitted in these Terms shall be directed to Business at: [info@concept13.co.uk](mailto:info@concept13.co.uk)

A Business shall not be liable for User interactions with any 3rd-parties, businesses and/or individuals found on the Business Website(s) or through the Services provided. This includes, but is not limited to, payment and delivery of Services, and any other terms, conditions, warranties or representations associated with such dealings. These dealings are solely between User and such 3rd-parties, businesses and/or individuals. User understands and agrees that Business is not responsible for any damage or loss incurred as a result of any such dealings. Business is under no obligation to become involved in disputes between Users of our Website(s), or between Users on our Website(s) and any 3rd-party. In the event of a dispute, User agrees to release Business its officers, employees, agents and successors in rights, from claims, damages and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and our service.

## USER FORUMS, CONTENT, AND PARTICIPATION

### Data Protection

Concept13 Limited recognizes that any data provided by User to us is extremely important and we shall, therefore, be particularly sensitive in handling such data. Users are advised that there are inherent security risks in transmitting data, such as emails, credit card or personal information, via the Internet, because it is impossible to safeguard completely against unauthorized access by 3rd-parties. Nevertheless, Business shall do what is reasonable to safeguard your data, subject to this cautionary limitation.

In particular, personal information will be transmitted via the Internet only if it does not infringe upon 3rd-party rights, unless the respective party has given prior consent in view of such security risks. Accordingly, Business shall not be held liable for any damages incurred as a consequence of such security risks or for any related acts of omission on our part.

**PLEASE SEE OUR PRIVACY POLICY, STATED SEPARATELY, ON THE COMPANY WEBSITE(S).**

### Rights to Content Use

Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website(s) will be considered non-confidential and non-proprietary. We will have no obligations with respect to such

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material. We and our nominees will 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.

When User posts content or contributions to the Business Website(s), User grants Business a limited, revocable, nonexclusive and non-assignable right of use for the respective content or contribution that Business is entitled to utilize for any purpose allowed by these Terms. In particular, Business is entitled to use said content or contribution posted by User for marketing or in any other way. Business may use User content or contributions in any form, format, or medium of any kind now known or later developed.

Although User grants Business a license, as stated above, WE DO NOT OWN USER CONTENT. This license grants us certain rights and also proscribes limitations of what we may do and not do with the content, more fully described as follows:

- a) Business may not sell or give away User content as permanent downloads or physical copies, alone or in a compilation.
- b) Business may not continue exercising the license after User provides us with a request for termination, as described below.
- c) Business may not use, license or sub-license another party to use User/Member content outside of the Business Website(s).
- d) Business may let other parties exercise these rights on the Business Website(s), which permits the license to become sub-licensed.
- e) Business may exercise these rights without paying User any remuneration, royalties or other fees, whatsoever.
- f) Business may exercise these rights throughout the Business Website(s), worldwide.

User may grant similar licenses to others.

- a) User may terminate the license at any time by following the steps described below:
  - a. To request deletion of User content, User must send an e-mail to Customer Service at [info@concept13.co.uk](mailto:info@concept13.co.uk) stating the e-mail address associated with the particular content you wish to delete, along with the words "Delete User Content" in the subject line. Please note that if User subsequently places the same or similar content on the Business Website(s), this deletion notice will become null and void.
- b) Business grants a right of use over all user-posted content or contributions to its Website(s) to other Users. Copying, downloading, disseminating, distributing and storing of the contents of the Business Website(s) is, with the exception of the cache memory when searching for Business web pages, prohibited, without Business's express written consent.
- c) All information, content, services and software displayed on, transmitted through or used in connection with the Business Website(s), with the exception of User content as defined herein, including, for example, news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, HTML, source and object code, trademarks, logos, and the like, as well as its selection and arrangement, is owned by Business, except for those items that are copyrighted and/or owned by their respective businesses or individuals.
- d) Without limiting the generality of the previous paragraphs, User authorizes Business to share User-posted content across all Website(s), to include User content in a searchable format accessible by other Users of the Business Website(s), now in use or later developed, to place advertisements in close proximity to such User content, and to use User's name, likeness and any other information in connection with Business's use of the material User provides.
- e) Prohibited uses do not include any other use that Business expressly authorizes in writing.
- f) Business does not guarantee the accuracy, integrity or quality of the posted content on our Website(s) and User may not rely on any of this posted content. Without limitation, Business is not responsible for postings by Users in the User opinion, message board, and forum or feedback sections of our Website(s).

## Unsolicited Idea Submission Policy

Business and its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send

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us any original creative artwork, samples, demos or other works. The sole purpose of this policy is to avoid potential misunderstanding or disputes when company's products or marketing strategies might seem similar to ideas submitted to us by others. We ask that you do not send your unsolicited ideas to company or any individual at company. If, despite our request that you not send us your ideas and materials, you still send them, please understand that company makes no assurances that your ideas and materials will be treated as confidential or proprietary.

## REGISTRATION

To register with <http://www.concept13.co.uk> you must be at least 18 years of age.

Each registration is for a single user only, whether or not acting on behalf of a company or other organisation. We do not permit you to share your username and password with any other person nor with multiple users on a network.

User must complete the registration process by providing Business with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a Username.

Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

User is entirely responsible for maintaining the confidentiality of any password and account information. Furthermore, User is entirely responsible for any and all activities that occur under its account. User agrees to notify Business immediately of any unauthorized use of their account or any other breach of security. Business will not be liable for any loss that may incur as a result of someone else using User's password or account, either with or without their knowledge. However, User could be held liable for losses incurred by Business or another party due to someone else using their account or password.

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

We may deny access to any User, at any time, and for any reason. In addition, Business may, at any time, transfer rights and obligations under these Terms to any current or future Business subsidiary or business unit, or any companies or divisions or any entity that acquires Business or any of its assets.

## DATA PROTECTION GDPR:

**"Data Protection Legislation"**: means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.

All personal data that the Business may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.

For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Policy, published on our website, and also available on request from the Company.

## DISCLAIMER

While the Business uses reasonable efforts to include accurate and up-to-date information, the Business specifically disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or

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availability of information or material displayed in any and all Business Website(s), either now operating or created in the future. The Business disclaims any responsibility or liability for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. The Business disclaims any responsibility or liability for any harm resulting from downloading or accessing any information or material on the Internet through the Business Website(s).

The Business does not make any warranties or representations regarding any data, service and/or information provided or made available by any user on any of the Business Website(s) or on any external Website(s) linked to them. In particular, the Business does not warrant or represent that said data, service and/or information is true or accurate, or that it fulfils or serves any particular purpose.

Without limiting the foregoing, under no circumstances shall the Business be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of 3rd-parties, or loss of or fluctuations in heat, light, or air conditioning.

COMPANY WEBSITE(S) AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN THE COMPANY WEBSITE(S), ARE PROVIDED "AS IS," WITH NO WARRANTIES EXPRESSED OR IMPLIED. THE COMPANY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE COMPANY DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE COMPANY WEBSITE(S). COMPANY DISCLAIMS, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE COMPANY WEBSITE(S). THE COMPANY DISCLAIMS ANY WARRANTIES FOR SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED ON THE COMPANY WEBSITE(S) OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE COMPANY WEBSITE(S) AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS OR ANY USER CONTRIBUTIONS PROVIDED TO THE COMPANY WEBSITE(S).

THE USER UNDERSTANDS AND AGREES THAT THEY DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE COMPANY WEBSITE(S) AT THEIR OWN DISCRETION AND RISK AND THAT THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY IN ALL CASES. THE USER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

THE COMPANY AND ITS WEBSITE(S) ARE NOT RESPONSIBLE OR LIABLE FOR CONTENT POSTED BY USERS, 3rd-PARTIES, ACTIONS OF ANY 3rd-PARTY OR FOR ANY DAMAGE TO, OR VIRUS THAT MAY INFECT, A USER'S COMPUTER EQUIPMENT OR OTHER PROPERTY.

## LIABILITY

The Business may modify, suspend, discontinue or restrict the use of any portion of the Business Website(s), including the availability of any portion of the content at any time, without notice or liability.

Users acknowledge and agree that it is virtually impossible to achieve continuous, uninterrupted availability of the Business or any other, Website(s). While we endeavour to ensure that this Website(s) is normally available 24 hours a day, we will not be liable if for any reason this Website(s) is unavailable at any time or for any period. Access to this Website(s) may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

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Our liability (and that of our officers, directors, employees, shareholders or agents) of any kind (including our own negligence) with respect to our Website(s) or service for any one event or series of related events is limited to the total fees which you have paid to us in the 12 months before the event(s) complained of.

In no event (including our own negligence) will we be liable for any:

- (a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
  - (b) loss of goodwill or reputation;
  - (c) special, indirect or consequential losses; or
  - (d) damage to or loss of data
- (even if we have been advised of the possibility of such losses).

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

## INDEMNITY

You agree to indemnify, defend and hold harmless the Business, its Website(s) and each of its respective advertisers, partners, suppliers, licensors, officers, directors, shareholders, employees, representatives, contractors, agents and sub-licensees, from any and all claims (including but not limited to claims for defamation, trade disparagement, privacy and intellectual property infringement) and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding:

1. Your use of the Business Website(s);
2. The Business's use of any your content or information, as long as such use is not inconsistent with these Terms;
3. Information or material provided through your IP address, even if not posted by you or
4. Any violation of these Terms by you.

## DISPUTE RESOLUTION. CONSUMER REVIEWS AND USE OF SOCIAL MEDIA

We endeavour at all times to provide high standards in retail and business and recognise and support the importance of the use of social media and the Internet to alert the public when such standards are not met. However, we believe that complaints should not be published in a manner that is unfair or unreasonable as to content and manner of publication and, for this reason, the following terms are agreed by yourself and ourselves to regulate how to proceed when you feel that reasonable standards have not been met.

If you post any comment on our service or products on any Website(s) other than the Business's Website(s), you agree that:-

- I) you will not include any statement that is untruthful or malicious.
- II) you will do all that is possible to enable the Business to post to the same Website(s) a comment in response and, if such is not possible, you will include such response in full in a comment posted by yourself on the same Website(s)
- III) you will agree to participate in a form of alternative dispute resolution accredited by the Trading Standards Institute of the United Kingdom under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and recommended, as appropriate for the nature of the dispute, on request by the Business of the service operated at the Website's

## 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 where the claim is brought by you. We nevertheless retain the right to bring proceedings against you for any threatened or actual breach of these terms and conditions in your country of residence, registration or business or any other relevant country.

We do not warrant that materials, services or information for sale on the Website(s) are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website(s) from territories where its contents are illegal or

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unlawful. If you access this Website(s) from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

## MISCELLANEOUS

If any provision of these Terms is, for any reason, invalid and/or unenforceable, as determined in an appropriate Court of proper jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. You agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision and shall be interpreted most favourably, when possible, to the benefit of the Business.

**Section Titles:** The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

**Incident Reporting:** Any complaints regarding violations of these Terms by a User should be directed to Customer Services at [info@concept13.co.uk](mailto:info@concept13.co.uk). Where possible, include details that would assist the Business in investigating and resolving the complaint (i.e., expanded headers and a copy of the offending transmission).

**Complaints Procedure:** We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at Concept 13 Ltd, Cranfield Innovation Centre, University Way, Cranfield, Bedfordshire, United Kingdom, MK43 0BT.

## ONLINE ACCEPTANCE

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999.

These Terms represent the entire understanding between the user and the Business and supersede any prior statements or representations. THE USER AGREES TO THE TERMS OF THIS ONLINE AGREEMENT, by using the Website(s), its Services, sign up, posting, downloading and uploading content, and understands that it is entering into a binding and legal agreement with Business.

You agree to file any claim regarding any aspect of this Website(s) or these Terms within six (6) months of the time in which the events giving rise to such alleged claim began, or you agree to waive such claim. You also agree that no claim subject to these Terms may be brought as a class action or in any other jurisdiction than English courts.

# Terms & Conditions

These Terms and Conditions were last updated, and became effective, on 01/06/2018.

**Contact Information:** Our contact details are as follows:

Trading Name: Concept 13 Ltd,

Address: Cranfield Innovation Centre, University Way, Cranfield, Bedfordshire, United Kingdom, MK43 0BT.

General email: [info@concept13.co.uk](mailto:info@concept13.co.uk)

Telephone number: 0333 335 0345