



## Conditions of Website Use

These terms and conditions together with our Privacy Policy (together, the “**Agreement**”) set out the terms and conditions on which you may make use of our web site. Please read them carefully. By using our web site you are agreeing to the terms and conditions.

### **Information about us**

This web site is operated by d3 design (referred to in this Agreement as “**we**”, “**us**” or “**our**”).

d3 design is a business based in England and whose office is based at Parish House, 4 Plantagenet Street, Nottingham NG3 1HL.

### **Accessing our web site**

Access to our web site is permitted on a temporary basis and we reserve the right to withdraw or amend the service without notice (see below). Information available via our web site is subject to this Agreement.

You are responsible for making all arrangements necessary for access to our web site. You acknowledge that access to our website is dependent upon the availability of the worldwide web and we accept no responsibility for your inability to access our site arising out of circumstances beyond our reasonable control. You are also responsible for ensuring that all persons accessing the web site through your internet connection are aware of the terms of this Agreement and comply with them.

We have the right to disable your access to our site at any time if, in our opinion, you have failed to comply with any of the provisions of this Agreement.

### **Restrictions on use**

All copyright, database rights and other intellectual property rights in and to our web site and all material published on it are owned by, or are licensed to, us. All such rights are expressly reserved. You may print off one copy of any page(s) from our web site for your personal reference and you may draw the attention of others within your organisation to material posted on it. Our status (or that of any identified contributors) as the authors of material on this web site should always be acknowledged.

You may only access our web site solely for viewing it on a personal computer or monitor and may not use or exploit all or any part of the web site for any commercial or public use. You may not copy, reproduce, republish, download, post, adapt, create a derivative work from, distribute, store in any medium (including framing our web site within any other web site), broadcast, transmit,

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re-transmit, modify, communicate or make available to the public all or any part of the web site without our prior written permission.

### **Changes to the web site**

Generally we update our web site on a regular basis and so may change the content at any time. If the need arises, we reserve the right to suspend the web site or to close it indefinitely.

### **Information about you and your visits to our web site**

We may process information about you. If we do so, we shall do so in accordance with our Privacy Policy. Please review the terms of our Privacy Policy to check that you are happy for us to use your information in accordance with its terms. You are responsible for ensuring that all data provided by you to us is accurate.

### **Linking to our web site**

You may link to our web site home page, provided you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it or suggest any form of association, approval or endorsement on our part where none exists. Our web site must not be framed on any other web site, nor should you establish a link to any part of our web site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our web site other than as permitted by this Agreement or wish to contact us about any material on the web site, please address your request to [enquiries@d3-design.com](mailto:enquiries@d3-design.com)

### **Linking from our web site**

Our web site may from time to time contain links to various web sites and other resources provided by third parties. These links are provided for your information only. We have no control over the contents of those web sites and resources and accept no responsibility for them or for any loss or damage that you may suffer in connection with your use of them. The supply of any goods, services and information offered by third party providers listed on our site is subject to the relevant third party's terms and conditions relating to the provision of their goods, services and information.

### **Our liability**

Nothing in this Agreement shall exclude our liability for: (a) death or personal injury arising through negligence, (b) fraudulent misrepresentation; and/or (c) anything else that cannot be excluded or limited by us under English law.

Commentary and other materials posted on our web site are provided for general information purposes only and are not intended to be relied upon by you.

We do not warrant, guarantee or represent that material downloaded and/or accessed via or from our web site will be free of viruses or other similar contaminants and you should operate the most up-to-date virus protection software at all times.

Whilst we have taken every care in the preparation of the content of our site, we cannot guarantee uninterrupted and totally reliable access to it. We cannot therefore guarantee that the information will always be completely up to date and free of mistakes and errors.

Except where stated otherwise in this Agreement, we:

do not accept any responsibility for any loss or damage which may arise from reliance on any information contained in this web site;

do not accept responsibility for any loss or damage arising from any reliance placed on third party content on the web site by you or anyone who may be informed of any of its contents;

disclaim all warranties, terms, conditions and representations, express or implied, as to the accuracy of the information contained in any of the materials on our web site and will accept no liability for any loss or damage arising out of problems with access to the web site; and

do not accept responsibility for any loss, damage or costs suffered or incurred by you arising from viruses or contaminants contracted by you or your machine via accessing or using our web site.

### **Jurisdiction and Applicable Law**

The English Courts will have exclusive jurisdiction over any claim arising from or related to this web site. English Law will apply to this Agreement.

### **Your Concerns**

If you have any concerns or queries about material which appears on our web site please contact [enquiries@d3-design.com](mailto:enquiries@d3-design.com)

**Thank you for visiting our web site.**