Website Terms and Conditions

Please carefully read **ALL** of these terms and conditions.

Introduction:

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Sine-Post Audio Ltd, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by Sine-Post Audio Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Sine-Post Audio Ltd and accessing the Website in connection with the provision of such services.

Intellectual Property and Acceptable Use:

- 1. All Content included on the Website, unless uploaded by Users, is the property of Sine-Post Audio Ltd, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.
- 2. You may, for your own personal, non-commercial use only, do the following:
 - a. Retrieve, display and view the Content on a computer screen.
- 3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Sine-Post Audio Ltd.

Prohibited Use:

- 4. You may not use the Website for any of the following purposes:
 - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Links to Other Websites:

- 5. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Sine-Post Audio Ltd or that of our affiliates.
- 6. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 7. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Information about our use of cookies:

- 8. Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website, and also allows us to improve our site. [By continuing to browse the site, you are agreeing to our use of cookies.]
- 9. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

10. We use the following cookies:

- a. Strictly necessary cookies: These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- b. Analytical/performance cookies: They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- c. Functionality cookies: These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- d. Targeting cookies: These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

[Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies]

11. You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Privacy Policy:

12. Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click here.

Availability of the Website and Disclaimers:

- 13. Any online facilities, tools, services or information that Sine-Post Audio Ltd makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Sine-Post Audio Ltd is under no obligation to update information on the Website.
- 14. Whilst Sine-Post Audio Ltd uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 15. Sine-Post Audio Ltd accepts no liability for any disruption or non-availability of the Website.
- 16. Sine-Post Audio Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of Liability:

- 17. Nothing in these terms and conditions will:
 - a. limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;
 - b. limit or exclude our or your liability for fraud or fraudulent misrepresentation; or
 - c. limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 18. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 19. To the maximum extent permitted by law, Sine-Post Audio Ltd accepts no liability for any of the following:a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;b. loss or corruption of any data, database or software; c. any special, indirect or consequential loss or damage.

General:

20. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

- 21. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- 22. These terms and conditions together with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- 23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- 24. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- 25. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 26. These terms and conditions will be governed by and interpreted according to English law. All disputes arising under these terms and conditions will be subject to the exclusive jurisdiction of the English courts.

Sine-Post Audio Ltd Details:

27. Sine-Post Audio Ltd is a company incorporated in England and Wales with registered number 10057215 whose registered address is The Old Church School, Frome, Somerset, BA11 1HR and it operates the Website http://sine-post.co.uk/.You can contact Sine-Post Audio Ltd by email on guy@sine-post.co.uk.

Attribution:

28. These terms and conditions were created using a document from Rocket Lawyer (https://www.rocketlawyer.co.uk).

These terms and conditions were last updated on 24/05/18.