

# WEBSITE TERMS OF USE

# PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

If you do not wish to be bound by our Terms and Conditions, you are advised not to use the website.

# **About this Policy**

This website, <u>www.cmtcommercialservices.co</u>m, is the property of CMT Commercial Services Limited, referred to as "CMT Commercial Services" and is made available subject to complying with our Terms of Use set out below.

The Terms of Use should be read in conjunction with our Privacy Policy and Terms and Conditions. These counterparts together form part of our Terms and Conditions and use of the website constitutes an agreement by the user to be bound by these Terms and Conditions. If you have any questions regarding this Policy, you should contact us at Oakley House, Headway Business Park, 3 Saxon Way West, Corby NN18 9EZ, or by email to admin@cmtcommercialservices.com.

### Amendments to Terms

CMT Commercial Services may revise these Terms of Use at any time and update this information. You should therefore verify this page regularly and review the full terms and conditions. Your continued use of the website constitutes your agreement to the Terms of Use as amended.

### Interpretation

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.

The headings contained in these Terms of Use are for convenience only and do not affect their interpretation.

References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

# **General Terms**

The information and services available on the CMT Commercial Services website are provided for the purpose of assisting those with an interest in using/purchasing services from the Company. Users access to use the site is non-transferable and may be revoked by CMT Commercial Services at any time and for whatsoever reason.

You must not use the website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website, or any of the areas of, the website.

You must not use the website:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

All rights not expressly granted in these Terms and Conditions are reserved by Us and our licensors.

You are not permitted to decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivate works from the site or the content. The use of network monitoring or discovery software to determine the site architecture, or information about its usage or identify individual users is strictly prohibited.



# Unlawful and illegal material

You must not use the website to store, host, copy, distribute, display, publish, transmit or send content that is illegal or unlawful, or that will or may infringe a third party's legal rights, or that could give rise to legal action whether against you, us, or a third party.

Content and its publication on the website must not:

- be libelous or maliciously false;
- be obscene or indecent;
- infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;
- infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
- constitute negligent advice or contain any negligent statement;
- constitute an incitement to commit a crime;
- be in contempt of any court, or in breach of any court order;
- be in breach of racial or religious hatred or discrimination legislation;
- be blasphemous;
- be in breach of official secrets legislation; or
- be in breach of any contractual obligation owed to any person.

You must not submit any content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

#### Data mining

You must not conduct any systematic or automated data collection activities including, without limitation, scraping, data mining, data extraction and data harvesting.

#### **Graphic material**

You are not permitted to use our website or servers for the propagation, distribution, housing, processing, storing or otherwise handling in any way lewd, obscene, or pornographic material, or other material which we deem to be objectionable, to be determined at our sole discretion.

### Harmful software

You must not use the website to promote or distribute any viruses, Trojans, worms, root kits, spyware, adware or any other harmful software, programs, routines, applications or technologies.

You must not use the website to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a user's device.

You are strongly advised to ensure that your own anti-virus and protective software is up-to-date and effective at all times.

#### Marketing and spam

Users are not permitted to post advertising and/or promotional content that is inconsistent with the purpose of the website. You must not solicit any users of this website to market any products or services except as permitted under our Terms and Conditions. Any content you submit must not constitute spam.

#### Gambling

You must not use the website for any purpose related to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

# Hyperlinks

The website may contain links to other sites, which are not under the control of CMT Commercial Services. We accept no responsibility or liability for the content, security, availability and privacy practices, or any material on any website that is not under the control of CMT Commercial Services. A link to a third-party website does not imply endorsement by CMT Commercial Services.



### Uptime

CMT Commercial Services will endeavour to make the website available to users, but cannot guarantee that the website will operate continuously or without interruption. There may be times when certain features, parts or content of the site, or the entire website, become unavailable, or are modified, suspended or withdrawn by us at our sole discretion, without any notice given. We will not be liable whatsoever for any unavailability issues.

We cannot guarantee the speed with which you will be able to access and use the website as it will depend upon factors such as the specification of your equipment and the number of people using the site.

# **Intellectual Property**

CMT Commercial Services is the owner and/or authorised copyright licence holder of the logos, trademarks and content present which includes, but is not limited to, the design, layout, look, appearance and graphics. We do not grant any licence, copyright or use of any other of our intellectual property rights to you or any third party.

You acknowledge that you do not own and shall not acquire any title, copyright or any other intellectual property rights in relation to the website and you shall not modify, translate, adapt or otherwise amend the contents.

No part of this website content may be reproduced and reused for any commercial purpose whatsoever.

#### **Data Protection**

The use of personal information supplied to us by you and other users of this website is governed by CMT Commercial Services' "Privacy Policy". We keep all data in our secured systems. Information will only be given to third parties when we have a lawful basis to do so. Any testimonial or quote used on the website or other marketing material will only be used when specific and informed consent has been given.

Under Data Protection legislation all individuals have the right to access their personal data and when processing data on your behalf we will comply with the provisions of the General Data Protection Regulation (GDPR), Data Protection Act and other relevant legislation as is in force.

#### **Breaches of this Policy**

We reserve the right to edit or remove any content in our sole discretion for any reason, without notice or explanation.

If you breach this Policy in any way, or if we reasonably suspect that you have breached this Policy in any way, we may:

- delete or edit any of your content;
- send you one or more formal warnings;
- temporarily suspend your access to a part or all of the website; and/or
- permanently prohibit you from using a part or all of the website.

#### Disclaimer

CMT Commercial Services has taken every care in the preparation of the content on this website, but to the full extent permissible by law, we disclaim all responsibility for damage or loss howsoever arising including but not limited to loss of projects, loss of profits, loss of data or consequential or indirect losses arising in contract, tort or otherwise from the use of or inability to use the website and/or any information or materials.

CMT Commercial Services accepts no responsibility for the content or accuracy of the information that is available, or is posted on this website.

CMT Commercial Services will not be liable to users or any third party for any damages whatsoever, whether direct, indirect, incidental or consequential relating to or arising out of a visitor's use of this website.



### No Waiver

No failure or delay by CMT Commercial Services in exercising any of its rights shall be deemed to be a waiver of that right, and no waiver of a breach of any provision of the Terms of Use shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

# Monitoring

We do not actively monitor every interaction on this website and you should always exercise caution in giving personal data. If you become aware of any material on the website that contravenes this Policy, please notify us by email to admin@cmtcommercialservices.com.