

WEBSITE TERMS OF USE

Last updated: 17 July, 2014

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE

This website terms of use agreement ("**Website Terms of Use**") (together with the documents referred to in it) sets out the terms on which you may make use of our website, <http://underthedoormat.com> (the "**Website**"), whether as a guest or a registered user. Use of the Website includes accessing, browsing, or registering to use the Website.

Please read these Website Terms of Use carefully before you start to use the Website, as these will apply to your use of the Website.

By using the Website, you confirm that you accept these Website Terms of Use and that you agree to comply with them. If you do not agree to these Website Terms of Use, you must not use the Website.

1. OTHER APPLICABLE TERMS

These Website Terms of Use refer to the following additional terms, which also apply to your use of the Website:

- (a) our privacy policy (<https://underthedoormat.com/cookie-privacy-policy/>), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate; and
- (b) our cookie policy (<https://underthedoormat.com/cookie-policy>) which sets out information about the cookies on the Website.

2. INFORMATION ABOUT US

The Website is operated by Under The Doormat Limited ("**We**"). We are registered in England and Wales under company number 08968561 and have our registered office at 1 Parkview Court, 38 Fulham High Street, London SW6 3LP, United Kingdom. We are a limited company.

3. CHANGES TO THESE TERMS

We may revise these Website Terms of Use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

4. ACCESSING THE WEBSITE

- 4.1 In consideration of you agreeing to abide by the terms of this agreement, we hereby grant you a non-exclusive, non-transferable, licence to use the Website on the terms of this agreement.
- 4.2 From time to time, we may restrict access to all or some parts of the Website.
- 4.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Website Terms of Use.
- 4.4 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any

server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

- 4.5 If you breach clause 4.4, you will be committing criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, we reserve the right to immediately cease your right to use the Website.
- 4.6 We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We do not guarantee that the Website will be secure or free from bugs or viruses.
- 4.7 You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Website Terms of Use and other applicable terms and conditions, and that they comply with them.
- 4.8 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at technology@underthedoormat.com.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.2 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 5.3 Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.
- 5.4 You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 5.5 If you print off, copy or download any part of the Website in breach of these Website Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. CHANGES TO THE WEBSITE; NO RELIANCE ON INFORMATION

We may update the Website from time to time, and may change the content at any time. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date.

7. NO WARRANTY

- 7.1 Access to the Website is permitted on a temporary basis and we reserve the right to withdraw or amend the Website without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period.
- 7.2 Use of the Website is at your own risk. The Website is provided on an "as is" basis. Under The Doormat does not warrant or guarantee that the Website and all or part of its contents will be always available or that its use will not be interrupted.

8. YOUR INDEMNITIES AND UNDERTAKINGS

- 8.1 You agree that when using the Website and/or Service you will comply with all applicable laws and this agreement. In particular, but without limitation, you agree not to:

- (a) use the Website in any unlawful manner or in a manner which promotes or encourages illegal activity; or
- (b) breach any law, statute, contract, or regulation;
- (c) act in a manner that is obscene, defamatory, libelous, unlawfully threatening or unlawfully harassing;
- (d) provide false, inaccurate or misleading information;
- (e) use an anonymising proxy; or
- (f) attempt to gain unauthorised access to the Website or any networks, servers or computer systems connected to the Website.

(together the “**Restricted Activities**”)

8.2 Except as expressly set out in this agreement or as permitted by any local law, you undertake:

- (a) not to engage in any of the Restricted Activities, nor control an account that is linked to any of the Restricted Activities; or
- (b) to include the copyright notice of Under The Doormat on all entire and partial copies of the Website in any form.

8.3 Notwithstanding clauses 8.1 and 8.2, you agree to indemnify us in full and on demand from and against any loss, damage, costs or expenses which Under The Doormat suffer or incur directly or indirectly as a result of your use of the Website otherwise than in accordance with this agreement or any applicable laws.

8.4 You warrant to us that all the information you provide to Under The Doormat is true and accurate to the best of your knowledge.

9. LIMITATION OF OUR LIABILITY

9.1 Nothing in these Website Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

9.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

9.3 To the extent permitted by law, we will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, the Website; or
- (b) use of or reliance on any content displayed on the Website;
- (c) loss of profits, sales, business, or revenue;
- (d) business interruption;
- (e) loss of anticipated savings;
- (f) loss of business opportunity, goodwill or reputation; or

- (g) any indirect or consequential loss or damage.
- 9.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.
- 9.5 We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 9.6 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our Terms and Conditions of Use <https://underthedoormat.com/terms-conditions>.

10. LINKING TO THE WEBSITE

- 10.1 You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 10.2 You must not establish a link in such a way as to suggest any form of association or endorsement on our part where none exists.
- 10.3 If you wish to make any use of content on the Website other than that set out above, please contact technology@underthedoormat.com.

11. THIRD PARTY LINKS AND RESOURCES IN THE WEBSITE

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

12. APPLICABLE LAW

- 12.1 This Website Terms of Use agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 12.2 Any dispute or claim arising out of or in connection with this Website Terms of Use agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

13. CONTACT US

- 13.1 To contact us, please email customerservice@underthedoormat.com.