

## **WEBSITE TERMS OF USE**

These terms of use and the documents referred to within them set out the terms under which you may use our website, [www.tmpsol.com](http://www.tmpsol.com).

Please read these terms of use carefully before you start to use our site.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

### **OTHER APPLICABLE TERMS**

These terms of use refer to the following additional terms, which also apply to your use of our site:

Our [privacy notice](#) sets out the terms on which we process any personal data we collect from you or that you provide to us.

### **CHANGES TO OUR TERMS**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to see any changes we may have made, as any such changes will be binding on you.

### **CHANGES TO OUR SITE**

We may update our site from time to time and may change its content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site or its content will be free from errors or omissions.

### **ACCESSING OUR SITE**

We do not guarantee that our site or any content on it will always be available or uninterrupted. We may suspend, withdraw, discontinue, or change all or any part of our site without notice. We will not be liable to you if, for any reason, our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

## **INTELLECTUAL PROPERTY RIGHTS**

We unequivocally own or hold the rights to all the intellectual property on our site, and the material published on it. These works are fully protected by copyright laws and treaties worldwide, and all rights are unequivocally reserved. You are permitted to print one copy and download extracts of any page(s) from our site for your personal use. Furthermore, you are authorized to draw the attention of others within your organization to the content posted on our site.

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.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence from us or our licensor(s) to do so.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately, and you must, at our option, return or destroy any copies of the materials you have made.

## **NO RELIANCE ON INFORMATION**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking or refraining from any action based on the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

## **LIMITATION OF LIABILITY**

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

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

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:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

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 our site or to your downloading of any content on it, or any website linked to it.

## **VIRUSES**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs, and platform to access our site. You should also use your own virus protection software.

You are prohibited from intentionally introducing viruses, trojans, worms, logic bombs or any other harmful material to our site. Unauthorized access attempts to our site, its server, or any connected server, computer, or database are strictly prohibited. Additionally, any form of attack, including denial-of-service or distributed denial-of-service attacks, is forbidden. Violation of these terms is considered a criminal offence under the Computer Misuse Act 1990. We will promptly report any breaches to the appropriate law enforcement authorities and will fully cooperate by providing your identity to them. Breach of these terms will result in immediate termination of your right to use our site.

## **LINKING TO OUR SITE**

You may link to our home page, provided you obtain our prior written consent and do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You can request our consent to link to our site by emailing [mail@tmpsol.com](mailto:mail@tmpsol.com).

You must not establish a link in a way that suggests any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to our site on any website that you do not own.

Our site may not be framed on any other site, and you may not create a link to any part of it other than the home page.

We reserve the right to withdraw linking permission at any time without notice.

## **THIRD-PARTY LINKS AND RESOURCES IN OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over and cannot accept responsibility for the contents of any such third-party sites or resources.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as our endorsement of those linked websites. We will not be liable for any loss or damage arising from your use of them.

## **APPLICABLE LAW**

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by and construed under the laws of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.

23 August 2024