

WEBSITE TERMS OF USE



APPROVED BY:

Approver	Role	Date
David Marriott	Director & Co-Founder	31/08/2020

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1.2	16/03/2022	Branding & BMS Update	Jamie Sleigh
1.3	29/04/2024	Update to registered address	Emily Couzens

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WEBSITE TERMS OF USE

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WEBSITE TERMS OF USE

1 Website Terms of Use

- 1.1 This document details the terms of use on which you may use our website www.indeloy.com. This applies whether you are a guest or as a registered user.
- 1.2 Please read these terms carefully before you use the site. By using this site, you accept these terms of use and agree to abide by them.
- 1.3 Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site.
- 1.3 If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

2 About Us

- 2.1 www.indeloy.com and any subdomains are websites provided by and operated by Indeloy IT Solutions Limited. Indeloy IT Solutions Limited is a limited company registered in England and Wales under company number 12785985. Our registered company address is Indeloy IT Solutions Limited, 4th Floor Llanthony Warehouse, The Docks, Gloucester, GL1 2EH, and VAT registration number is GB 354 6661 79.

3 Definitions

- 3.1 The following terms shall have the meanings as defined below:
 - Indeloy IT Solutions Limited – Indeloy IT Solutions Limited, 4th Floor Llanthony Warehouse, The Docks, Gloucester, GL1 2EH.
 - Website – means the website you are currently using (www.indeloy.com) and any subdomains (subdomain.indeloy.com).
 - Content – means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this website.
 - Service – means collectively any online facilities, tools, services or information that Resilient Changing Ltd. makes available through the Web Site either now or in the future.
 - System – means any online communications infrastructure that Indeloy IT Solutions Limited makes available through the Website either now or in the future. This includes, but is not limited to; web-based email, message boards, live chat facilities and email links.
 - User – means any third party that accesses the Website and is not employed by Indeloy IT Solutions Limited and acting in the course of their employment.

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4 Our Website

- 4.1 All Content included on the Website, unless uploaded by users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Indeloy IT Solutions Limited, our affiliates or other relevant third parties.
- 4.2 We allow access to our site on a temporary basis and we reserve the right to withdraw, restrict or change our site at any time and without notice. We will not be liable if for any reason our site is unavailable at any time or if the content is changed or out of date.
- 4.3 You must treat as confidential any user identification code, password or other security feature in relation to our site. If, in our opinion, you aren't complying with these terms of use, we have the right to disable any such code, password or feature at any time.
- 4.4 You must comply with the provisions of our Acceptable Use Policy when using our site.
- 4.5 It is your responsibility that anyone who accesses our site through your internet connection is aware of these terms and complies with them.
- 4.6 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.
- 4.7 Indeloy IT Solutions Limited accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

5 Intellectual Property Rights

- 5.1 We are the owner or the licensee of all intellectual property rights in our site and 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 use any part of the materials on our site for commercial purposes without a licence from us or our licensors. You may not reproduce in any format (including on another website) any part of our site (including content, images, designs, look and feel) without our prior written consent.

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- 5.3 If, in our opinion, you are in breach of these provisions, your right to use our site will cease immediately and you must either return or destroy (as required by us) any copies of the materials you have made.

6 Reliance on Information

- 6.1 The contents of our Website (including links to other sites and resources provided by third parties) are for information only, and we shall not be liable for any use of, or reliance on, such materials. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

7 Privacy

- 7.1 For the purposes of applicable data protection legislation, we will process any personal data you have provided to us in accordance with our Privacy Policy.
- 7.2 By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

8 Links to our Website

- 8.1 If you wish to place a link to this Website on other sites may do so only to the home page of the site www.indeloy.com without prior permission. Deep linking (i.e. links to specific pages within the site) requires our express permission. To find out more please contact us by email.
- 8.2 You must not include our website within frames on any other website.
- 8.3 The website you are linking from must comply with our Acceptable Use Policy.
- 8.4 We reserve the right to withdraw permission linking to our Website without notice.

9 Acceptable Use

- 9.1 You must not:
- Use our Website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the Website;
 - Use our Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - Use our Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;

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- Access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- Use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

9.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

9.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

10 Liabilities

10.1 The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

10.2 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

10.3 Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for:

- Loss of income or revenue;
- Loss of business or contracts;
- Loss of commercial opportunities;
- Loss of production;
- Loss or damage to profits or contracts;
- Loss of anticipated savings;
- Loss or corruption of data;
- Loss of goodwill;
- Wasted management or office time; and
- Any special, indirect or consequential loss or damage.

10.4 This does not affect any liability which cannot be excluded or limited under applicable law.

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11 Variations

- 11.1 We may revise these terms of use at any time by amending this page or by provisions or notices published elsewhere on our site.

12 Applicable Law and Jurisdiction

- 12.1 These terms and conditions and the relationship between you and Indeloy IT Solutions Limited shall be governed by and construed in accordance with the Law of England and Wales and Indeloy IT Solutions Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

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