

General website terms of use

LAST UPDATED: May 2023

- 1 We are Heat Pump Central Ltd and we own and operate this **website (Site)**.
- 2 Your **use** of the Site is subject to these **Terms of Use**. By **using** the Site, you will be deemed to have accepted and agreed to be bound by these **Terms of Use**. We may make changes to these **Terms of Use** from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of these **Terms of Use** on the Site. You can determine when we last changed these **Terms of Use** by referring to the 'LAST UPDATED' statement above. Your **use** of the Site following changes to these **Terms of Use** will constitute your acceptance of those changes.
- 3 You are responsible for all access to the Site **using** your Internet connection, even if the access is by another person.
- 4 We reserve the right to restrict your access to the Site or part of it. Access to restricted areas of the Site may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may withdraw that permission at any time (including where you breach any of these **Terms of Use**).
- 5 We will **use** reasonable efforts to ensure that the Site is available at all times. However, we cannot guarantee that the Site or any individual function or feature of the Site will always be available and/or error free. In particular, the Site may be unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on the Site.
- 6 The intellectual property rights in the Site and all of the text, pictures, videos and other content made available on it are owned by us and our licensors. You may not print or otherwise make copies of any such content without our express prior permission.
- 7 We provide the Site on an 'as is' basis and make no representations as to the quality, completeness or accuracy of any content made available on the Site. To the maximum extent permitted by law, we expressly exclude:
 - 7.1 all conditions, warranties and other **terms** that might otherwise be implied by law into these **Terms of Use**; and
 - 7.2 any and all liability to you, whether arising under these **Terms of Use** or otherwise in connection with your **use** of the Site.
 - . The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these **Terms of Use** is intended to exclude or limit any liability that may not by law be excluded or limited, and

in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

8 Your permission to **use** the Site is personal to you and non-transferable, and you may not **use** the Site for commercial purposes. Your **use** of the Site is conditional on your compliance with the rules of conduct set forth in these **Terms of Use** and you agree that you will not:

- 8.1 **use** the Site for any fraudulent or unlawful purpose;
- 8.2 **use** the Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
- 8.3 impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make;
- 8.4 interfere with or disrupt the operation of the Site or the servers or networks **used** to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
- 8.5 transmit or otherwise make available in connection with the Site any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the **use** of, any hardware, software, or equipment.
- 8.6 reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, **use** of, or access to the Site;
- 8.7 modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site. If you wish to reverse engineer any part of the Site to create an interoperable program, you must contact us and we may provide interface data subject to verification of your identity and other information;
- 8.8 remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site;
- 8.9 frame or mirror any part of the Site without our express prior written consent;
- 8.10 create a database by systematically downloading and storing Site content;
- 8.11 **use** any manual or automatic device in any way to gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to **use** search retrieval applications to reproduce materials from the Site for the sole purpose of and solely to the extent necessary

for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.

- . We reserve the right to revoke these exceptions either generally or in specific instances.

9 The Site may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your **use** of third-party websites and resources is at your own risk.

10 We may block any links to or from the Site. Additionally, we may provide tools to allow you to link to the Site directly from a third-party site; if you do link to the Site (whether **using** such tools or otherwise), you agree that you will disable and remove any such link promptly upon our request.

12 We may collect and **use** information about you in accordance with our privacy policy.

12 These **Terms of Use** are effective until terminated. We may, at any time and for any reason, terminate your access to or **use** of the Site. If we terminate your access to the Site you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to the Site.

13 These **Terms of Use** will be governed by and construed in accordance with the laws of England, and the courts of England will have non-exclusive jurisdiction over any claim or dispute arising under or in connection with these **Terms of Use**.