

## **TERMS & CONDITIONS**

### **TERMS OF WEBSITE USE**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of Our website [www.circleprinters.eu](http://www.circleprinters.eu) (Our Site), whether as a guest or a registered user. Please read these Terms and Conditions ("Terms and Conditions") carefully before you start to use the Site. By using Our Site, you indicate that you accept these Terms and Conditions and that you agree to abide by them. If you do not agree to these Terms and Conditions, you are not authorised to use Our Site. We may revise these Terms and Conditions at any time without notice to you. Such changes are effective when they are posted on Our Site and your continued use of Our Site after any such changes are posted will be considered acceptance by you of such changes. You are expected to check these Terms and Conditions from time to time to take notice of any changes We have made, as they are binding on you. Some of the provisions contained in these Terms and Conditions may also be superseded by provisions or notices published elsewhere on Our Site.

### **INFORMATION ABOUT US**

[www.circleprinters.eu](http://www.circleprinters.eu) is a Site operated by CirclePrintes Holding B.V. ("We" or "Us" or "Our"). We are registered in The Netherlands under company number NL009442479B01 and have Our registered office at 8 Startbaan, Amstelveen, 1185 XR. We are a limited company.

### **ACCESSING OUR SITE**

Access to Our Site is permitted on a temporary basis, and We reserve the right to withdraw or amend the services We provide on Our Site (the "Services") without notice (see below). We will not be liable if for any reason Our Site is unavailable at any time or for any period. From time to time, We may restrict access to some parts of Our Site, or Our entire Site, to users who have registered with Us. 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 Terms and Conditions. When using Our Site, you must comply with the provisions of Our acceptable use policy which can be seen at the Appendix to these Terms and Conditions. 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 and Conditions, and that they comply with them.

### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in Our Site, and in the material published on it including all text, graphics, photographs, audio, video, logos, artwork, data, computer code and other materials contained or displayed on Our Site ("Content"), as well as the look and feel and the design of the Site and the organization of the Content on the Site. Your use of Our Site does not grant you ownership of any Content on Our Site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Subject to these Terms and Conditions, you may print off one copy, and may download extracts, of any page(s) from Our Site for your personal reference and you may draw the attention of others within your organisation to material posted on Our Site. You must not modify the paper or digital copies of any Content 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 material 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 to do so from Us or Our licensors. 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.

### **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on Our Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to Our Site, or by anyone who may

be informed of any of its contents.

## **OUR SITE CHANGES REGULARLY**

We aim to update Our Site regularly, and may change the Content at any time. If the need arises, We may suspend access to Our Site, or close it indefinitely. Any of the Content on Our Site may be out of date at any given time, and We are under no obligation to update such Content.

## **OUR LIABILITY**

The Content displayed on Our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, We, other members of Our group of companies, affiliates and third parties connected to Us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity, either express or implied, including without limitation, any warranty for information, data, data processing services, uptime, or uninterrupted access, any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability, suitability or fitness for a particular purpose, and We hereby disclaim any all such warranties, express and implied.
- 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, including, without limitation any liability for:
  - loss of income or revenue
  - loss of business
  - loss of profits or contracts
  - loss of anticipated savings
  - loss of data
  - loss of goodwill
  - wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Our Site, including, without limitation, all Services, Content, functions and materials, is provided "as is" and "as available", without warranty of any kind, We do not warrant that Our Site or the Services, Content, functions or materials contained therein will be timely, secure, uninterrupted or error free, or that defects will be corrected. We make no warranty that the site will meet users' requirements. No advice, results or information, whether oral or written, obtained by you from Us or through the Site shall create any warranty not expressly made herein. We also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any Content or other materials from Our Site. If you are dissatisfied with Our Site, your sole remedy is to discontinue using Our Site. We hereby disclaim, and you hereby waive, any and all warranties and representations made in product or Services literature, frequently asked questions documents and otherwise on the site or in correspondence with Us or Our agents. Any Services provided via the Site are provided "as is" except as expressly otherwise stated herein. The foregoing does not affect Our liability for death or personal injury arising from Our negligence, nor Our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with Our Privacy Policy. By using Our Site, you consent to such processing and you warrant that all data provided by you is accurate.

## **UPLOADING MATERIAL TO OUR SITE**

Whenever you make use of a feature that allows you to upload Content and/or other material to Our Site, or to make contact with other users of Our Site, including through the use of blogs, chat rooms, message boards or other public forum, you must comply with these Terms and Conditions and the content standards set out in Our acceptable use policy, which can be seen at the Appendix to these Terms and Conditions. You represent and warrant that (i) you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit, (ii) you own or otherwise possess all necessary rights with respect to all Content uploaded to Our Site, and (iii) none of the Content will infringe, misappropriate, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libellous, defamatory, obscene or otherwise objectionable. We have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to Our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, We cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or other material posted on Our Site or endorse any opinions expressed on Our Site. You understand that by accessing Our Site, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will We be responsible, or liable to you or any third party, for the Content or accuracy of any materials posted by you or any other user of Our Site, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content or other materials posted, emailed, transmitted or otherwise made available on Our Site or broadcast elsewhere. We have the right to remove any Content or posting you make on Our Site if, in Our opinion, such material does not comply with the content standards set out in Our Acceptable Use Policy (please see the Appendix below).

## **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse Our Site by knowingly introducing viruses, trojans, worms, logic bombs or other Content which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Site, the server on which Our Site is stored or any server, computer or database connected to Our Site. You must not attack Our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a 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, your right to use Our Site will cease immediately.

You shall not: (i) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of accessing, logging-in or registering on Our Site or for any Services or features offered on or through Our Site, or obtaining lists of users or obtaining or accessing other information or features on, from or through Our Site or the Services offered on or through Our Site, including, without limitation, any information residing on any server or database connected to Our Site or any Services offered on or through Our Site; (ii) obtain or attempt to obtain unauthorised access to computer systems, materials, information or any Services made available on or through Our Site through any means; (iii) use Our Site or the Services made available on or through Our Site in any manner with the intent to interrupt, damage, disable, overburden, or impair Our Site or such Services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; (iv) use Our Site or Our Site's Services or features in violation of Our or any third party's intellectual property or other proprietary or legal rights; or (v) use Our Site or Our Site's Services in violation of any applicable law. You further agree that you may not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with Our Site and the Content, or make unauthorised use thereof. You agree that you will not use Our Site in any manner that could damage, disable, overburden, or impair Our Site or interfere with any other party's use and enjoyment of Our Site. You may not obtain or attempt to obtain any Content or materials or information through any means not intentionally made publicly available or provided for through Our Site. We will not be liable

for any loss or damage caused by a distributed denial-of-service attack, viruses 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 material posted on it, or on any website linked to it.

## **LINKING TO OUR SITE**

You may link to Our home page, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. You must not establish a link from any website that is not owned by you. Our Site must not be framed on any other site, nor may you create a link to any part of Our Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in Our acceptable use policy which can be found at the Appendix to these Terms and Conditions.

If you wish to make any use of material on Our Site other than that set out above, please address your request to [info@circleprinters.eu](mailto:info@circleprinters.eu).

## **LINKS FROM 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 the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Indemnification: You agree to defend, indemnify and hold US, OUR affiliates, and their respective directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from (I) your use of Our Site or the Services, (II) your placement or transmission of any Content OR other materials through Our Site, or (III) your breach or violation of the law or of these Terms and Conditions. We reserve the right, at Our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Our defence of such claim.

## **JURISDICTION AND APPLICABLE LAW**

The Netherland courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to Our Site although We retain the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of The Netherlands.

## **DISCLOSURE**

If required by law or by a court order, or otherwise under good faith advisement, We may disclose your information.

## **MISCELLANEOUS**

All rights not expressly granted herein are reserved. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect.

## **YOUR CONCERNS**

If you have any concerns about material which appears on Our Site, please contact [info@circleprinters.eu](mailto:info@circleprinters.eu)

Thank you for visiting Our Site.

## **CONTACT US**

CIRCLEPRINTES ONLINE CLIENT SERVICES email address: [info@circleprinters.eu](mailto:info@circleprinters.eu); Regular Business Hours: Monday - Friday, 10:00 am - 6:00 pm

April 2012

## **APPENDIX**

### **ACCEPTABLE USE POLICY**

This acceptable use policy sets out the terms between you and Us under which you may access Our website [www.circleprinters.eu](http://www.circleprinters.eu) (Our Site). This acceptable use policy applies to all users of, and visitors to, Our Site. Your use of Our Site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement Our Terms and Conditions for this Site.

### **PROHIBITED USES**

You may use Our Site only for lawful purposes. You may not use Our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with Our content standards – please refer to Our Terms and Conditions for this Site (please see above) and Our Privacy Policy, which can be found at [www.circleprinters.eu](http://www.circleprinters.eu)
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of Our Site in contravention of the provisions of Our terms of website use (as set out above).
- Not to access without authority, interfere with, damage or disrupt:
  - any part of Our Site
  - any equipment or network on which Our Site is stored
  - any software used in the provision of Our Site
  - any equipment or network or software owned or used by any third party.

### **INTERACTIVE SERVICES**

We may from time to time provide interactive services on Our Site, including, without limitation:

- Chat rooms.
- Bulletin/Information boards.
- User Generated Content functionality (interactive services).

Where We do provide any interactive service, We will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will decide whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, We are under no obligation to oversee, monitor or moderate any interactive service We provide on Our Site, and We expressly exclude Our liability for any loss or damage arising from the use of any interactive service by a user in contravention of Our content standards, whether the service is moderated or not. Your use of such interactive services is at your own risk.

The use of any of Our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them. Where We do moderate an interactive service, We will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to Our Site (contributions), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in The Netherlands and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from Us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright

infringement or computer misuse.

## **SUSPENSION AND TERMINATION**

We will determine, in Our discretion, whether there has been a breach of this acceptable use policy through your use of Our Site. When a breach of this policy has occurred, We may take such action as We deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the Terms and Conditions (please see above) upon which you are permitted to use Our Site, and may result in Our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use Our Site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to Our Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as We reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and We may take any other action We reasonably deem appropriate.

## **CHANGES TO THE ACCEPTABLE USE POLICY**

We may revise this acceptable use policy at any time by amending this page and shall be effective upon posting on Our Site. You are expected to check this page from time to time to take notice of any changes We make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on Our Site.

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