

## **Website Terms & Conditions**

In respect of  
Bastow Tech Ltd

Welcome to the Bastow Tech Ltd (we/us/our/the Company) website at [www.conote.tv](http://www.conote.tv) (the "Site"). These terms of use, together with any other documents, policies and terms referred to herein, set out the terms of use under which you may use this Site (the "Terms"). We draw your attention in particular to the Limitation of Liability section. If you are a Customer, the terms in the SAAS Agreement supersede the terms in this Agreement.

Any reference to "you" in these Terms includes yourself and any person that accesses or uses this Site for the purpose of licensing the Conote Platform (the "Services").

Please read these Terms carefully before using this Site. By using our Site, you confirm that you accept these Terms and agree to comply with them. Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of our Site. If you do not agree to these Terms, you must not use our Site.

We shall only collect personal data through the Website if you decide to contact us via the 'contact us' page. Through the contact form, we shall collect information including your full name, email address and your relevant query.

### **1. Other applicable Terms**

- 1.1. These Terms incorporate our Privacy & Cookie Policy, which apply to your use of the Conote Platform.
- 1.2. Our Privacy Policy sets out the terms on which we collect, process, share and store any personal data we collect from you, or that you provide to us. Our Cookie Policy sets out information about the cookies on our Site. We will only use your personal data as set out in our Privacy & Cookie Policy.
- 1.3. These Terms do not apply to the detailed use of the Conote Platform. This is agreed by the Customers in the relevant SAAS Agreement.

**2. Information about us** Our Site, is owned and operated by the Company, which is registered in England and Wales under company number 11967834 and has its registered office at Woodcott Broad Road, Kentisbeare, Cullompton, England, EX15 2DU.

**3. Changes to these Terms** We may revise these Terms at any time by amending this page. Please check this page from time to time for any changes, as they are binding on you upon your first use of the Site after the changes have been introduced. In the event of any conflict between the current version of these Terms and any previous version(s), the provisions that are current and in effect will prevail (unless it is expressly stated otherwise).

**4. Changes to our Site** We may update our Site from time to time, and may change the content and Services 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 any content on it, will be free from errors or omissions.

## **5. Accessing our Site**

5.1. We do not guarantee that our Services, our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on an "as is" temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site or Services without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

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

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

## **6. Intellectual Property Rights and use of material on our Site**

6.1. We are the owner or the licensee of all intellectual property rights on our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved and, subject to the below, you may not reproduce, copy, distribute, sell, sub-licence, store, or in any other manner re-use content from our Site unless given express written permission to do so by us.

- 6.2. 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.
- 6.3. Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.
- 6.4. Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust, to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

## **7. No reliance on information**

- 7.1. The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. It is your responsibility to ensure that any Services or information available through the Site (either directly or indirectly) meet your specific requirements.
- 7.2. 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.

## **8. Limitations of our liability**

- 8.1. Nothing in these Terms 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.
- 8.2. To the fullest extent permissible by law, we accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) our Site and Services or the use of or reliance upon our Services or any content included on our Site. To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Services,

Site or any content on it, whether express or implied, including any guarantee that our Site will meet your requirements.

8.3. 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:

8.3.1. use of, or inability to use, our Site;

8.3.2. use of or reliance on our Services or any content displayed on our Site;

8.3.3. loss of profits, sales, business, or revenue;

8.3.4. business interruption;

8.3.5. loss of anticipated savings;

8.3.6. loss of business opportunity, goodwill or reputation; or

8.3.7. any indirect or consequential loss or damage.

8.4. We will not be liable to you for any loss of profit, loss of business, sales or revenue, business interruption, loss of anticipated savings, or loss of business opportunity, goodwill or reputation, or for any indirect or consequential loss or damage.

8.5. 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 on any website linked to it. We accept no responsibility or liability arising out of any disruption or non-availability of our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events or acts of war.

8.6. We assume no responsibility for the content of websites linked on our Site. Unless expressly stated, these websites are not under our control. 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. Submitting Information to the Site**

9.1. While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive, or valuable.

## **10. Viruses**

10.1. While we do our best to ensure the Site is secure and free from bugs and viruses, we cannot guarantee that this will always be the case. You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.

10.2. You must not misuse our Site 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 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. A breach of this provision is a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate 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.

## **11. Linking to our Site**

11.1. 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.

11.2. 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.

11.3. You must not establish a link to our Site in any website that is not owned by you.

11.4. 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.

11.5. We reserve the right to withdraw linking permission without notice.

## **12. Prohibited uses**

12.1. You may use our Site only for lawful purposes. You may not use our Site:

12.1.1. In any way that breaches any applicable local, national or international law or regulation.

12.1.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

12.1.3. For the purpose of harming or attempting to harm minors in any way.

12.1.4. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

12.1.5. 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.

12.2. You also agree:

12.2.1. Not to reproduce, duplicate, copy or resell any part of our Site in contravention of these Terms.

12.2.2. Not to access without authority, interfere with, damage or disrupt:

12.2.2.1. any part of our Site;

12.2.2.2. any equipment or network on which our Site is stored;

12.2.2.3. any software used in the provision of our Site; or

12.2.2.4. any equipment or network or software owned or used by any third party.

### **13. Suspension and termination**

13.1. We will determine, in our discretion, whether there has been a breach of these Terms. When a breach has occurred, we may take such action as we deem appropriate, including any of the following actions:

13.1.1. Immediate, temporary or permanent withdrawal of your right to use our Site (including suspension or termination of your account)

13.1.2. Issue of a warning to you.

13.1.3. 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.

13.1.4. Further legal action against you.

13.1.5. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

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

13.3. You agree to fully reimburse us for all losses (including loss of profit, revenue, goodwill or reputation), costs and expenses arising out of any breach of these Terms by you, or any other act or omission by you in using the Site or by any other person accessing the Site using your personal information with your authority that results in any legal responsibility on our part to any third party.

13.4. The Company stores the relevant content from the Services on a dedicated server. We encourage you to maintain your own backup of your content. Whilst we will take all reasonable steps to keep your content secure, we do not guarantee that others will not gain access to your information or that your content will be stored safely. You

acknowledge that the Internet may be subject to breaches of security and that the submission of content or other information may not be secure.

#### **14. Miscellaneous**

14.1. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms. We will not lose our rights under these Terms by reason of any delay by us in enforcing those rights.

14.2. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

14.3. These Terms, and all incorporated documents referred to herein, constitutes the entire agreement as to your use of and our provision of the Site and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral.

14.4. You acknowledge that, in entering into this agreement, you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any incorporated documents referred to herein.

**15. Applicable law** These Terms will be interpreted, construed and enforced in all respects in accordance with the laws of England and Wales, and you irrevocably submit to the jurisdiction of the Courts of England and Wales and you irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

**16. Contact us** to contact us, please email [hello@conote.tv](mailto:hello@conote.tv).

Thank you for visiting our Site.

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