

## **Website Terms and Conditions**

This page along with our Privacy Policy [http://www.mariems.com/doc/MariEMS\\_Privacy\\_Policy.pdf](http://www.mariems.com/doc/MariEMS_Privacy_Policy.pdf) provides information about MariEMS and the legal terms and conditions on which we do business. We operate the website [www.mariems.com](http://www.mariems.com). The term 'C4FF' (Centre for Factories of the Future) or 'us' or 'we' or 'our' refers to the owner of the website whose registered office is 4 Highgrove, Westwood Heath, Coventry, CV4 8JJ. Our company registration number is 03162200. The term 'you' refers to the user or viewer of our website.

Please read these Terms and Conditions carefully and make sure you understand them before using our website or subscribing. By using our website, and purchasing any products from this website, you agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, you must exit our website immediately.

We may terminate, change, suspend or discontinue any aspect of this Website, including the availability of any features of the Website, at any time. We may also impose limits on certain features and services or restrict your access to parts of or the entire Website without notice or liability.

These Terms, and any Contract between us, are only in the English language.

### **PURPOSE**

This Website is for non-commercial use. The purpose of this Website is to provide information, educational services and communication with us. All materials are provided solely for personal/institutional, non-commercial use.

### **PRIVACY**

The website will require your personal information for registration and subscription. This personal information will only be used by the company in accordance with our Privacy Policy.

### **OUR RIGHT TO VARY THESE TERMS**

We reserve the right, at its sole discretion, to change the Terms of Use at any time. Please check these terms periodically for changes. Using this Website following the posting of changes to these terms shall constitute your acceptance of the revised Terms of Use.

### **GOVERNING LAW AND JURISDICTION**

Any dispute or claim arising out of or in connection with these Terms and Conditions will be governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.

## **WARRANTIES AND LIABILITY**

The contents are provided to you on an "as is," "as available" basis. We, our licensors/providers and their respective affiliates, subsidiaries, officers, directors, employees and agents make no representations or warranties with respect to the website, contents and privacy policy.

We, to the fullest extent permitted by applicable law, hereby disclaims all warranties of any kind, express or implied, including, but not limited to, representations and warranties regarding accuracy, timeliness, completeness, non-infringement, merchantability or fitness for any particular purpose.

We assume no responsibility for the consequences of any errors or omissions in connection with this website, the contents and privacy policy. In no event shall we be liable to you for any claim arising out of or relating to your use of this website, any content and the privacy policy.

## **INTELLECTUAL PROPERTY**

The Website is protected by applicable law. The contents of this Website, including, but not limited to, text, names, data, compilations, graphics, logos, buttons, icons, images, audio, video, code, methods, techniques, models and software (the "Contents"), are our property or our licensors/providers and are protected by the patent, copyright, trademark and trade secret laws of the United Kingdom and/or other countries. Except as otherwise expressly permitted under the Terms of Use, you may only download, display and print not more than three (3) copies of the Contents solely for your personal, private and non-commercial use, provided that you do not modify the Contents in any way and you keep intact all copyright, trademark and other proprietary notices. You may not otherwise copy, store (either in hard copy or in electronic format), transmit, transfer, perform, broadcast, publish, reproduce, create a derivative work from, display, distribute, sell, offer for sale, license, rent, lease, frame, deep link to or otherwise use the Contents in any manner inconsistent with our rights, including, but not limited to, use of the Contents for any commercial purpose, without the express written permission.

## **COPYRIGHT INFRINGEMENT**

We are committed to respecting others' intellectual property rights, and we ask our users to do the same. We may, at its sole discretion, terminate the accounts or access rights of users who violate others' intellectual property rights. If you believe that your work has been copied in a way that constitutes copyright infringement on our Website, please deliver a written notice, the information about the infringing material along with the proof of its ownership and details of the owner to C4FF at 4 Highgrove, Westwood Heath, Coventry, CV4 8JJ.

A copy of the notice and supporting materials should also be submitted electronically to [info@c4ff.co.uk](mailto:info@c4ff.co.uk).

## **USER CONTENT AND COMMUNICATION**

Our Website may allow users to post, submit or display information, messages, suggestions, questions, comments, postings, advertisements, ratings, ideas, techniques, notes, know-how, drawings, concepts, designs, audiovisual material, photographs and pictures (including pictures of the user and other representations of the user's name and likeness), digital images or other content in any form (collectively "User Content"). It is the responsibility of the individual providing such User Content to ensure that no portion of the content is illegal, obscene, threatening, defamatory, and invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties.

By posting User Content on this Website, you hereby grant us an unrestricted, transferable and sub-licensable, irrevocable, royalty-free, worldwide and perpetual license to reproduce, distribute, publicly display, make derivative works of and otherwise use the User Content in any media whatsoever now known or later invented throughout the world for any purpose whatsoever, commercial or not. You hereby disclaim any right to any compensation from us in connection with our exercise of the license rights in and to the User Content you have posted on this Website. You acknowledge and agree that we are under no obligation of confidence to you, and shall not be liable for any use or disclosure of any User Content. By posting the User Content on this Website, you represent and warrant that you own the copyright in such User Content or that you have a legitimate license to post the User Content, including photographs or other audiovisual material, without any restrictions whatsoever. You agree to indemnify and hold us harmless from all actual and incidental costs and fees associated with our defense of any claims arising from User Content, including, but not limited to, all attorneys' fees.

We reserves the right to review any User Content and remove, delete, redact or otherwise modify such User Content, at its sole discretion, at any time and from time to time, without notice or further obligation to you. We have no obligation to display or post any User Content. We reserve the right to disclose, at any time and from time to time, any information or User Content that we deem necessary or appropriate to satisfy any applicable law, regulation, contractual obligation, legal, dispute process, or governmental request. We shall have no liability in connection with any User Content submitted to, transmitted via, or displayed or posted on this Website.

## **TERMINATION CLAUSE**

We reserve the right to terminate this contract at any time, if there is any breach or non-compliance of these Terms and Conditions on your part.

### **THIRD PARTY LINKS**

This Website includes many links to third-party sites, including educational sites, of possible interest to learners of all ages, educators and parents. You may access these sites directly or through this Website. You may also be subject to the terms of use and privacy policies of these other websites. Links from this Website to other websites are provided solely for your convenience. You understand that should you leave this Website via a link, the content of that third-party site is not provided or endorsed by us, and we have not reviewed or approved the terms of use or other policies governing such sites. We do not monitor, make any representation with respect to or assume any liability for any third-party sites, including, without limitation, any products or services that are advertised or made available for purchase through such sites.

EFFECTIVE DATE: 01/01/2016