



WEBSITE TERMS OF USE

1. US AND YOU

We are Black Toffee. We own and operate this website (the "**Website**").

Your use of the Website is subject to these Terms of Use. By using the Website, you will be deemed to have accepted and agreed to these Terms of Use. We may make changes to these Terms of Use from time to time. We may notify you of these changes by any reasonable means, including by posting the amended version of these Terms of Use on the Website. Again, by using the Website after we make any changes to the Terms of Use, you will be deemed to have accepted and agreed to the amended Terms of Use.

Your permission to use the Website is personal to you and non-transferable.

2. ACCESS TO THE WEBSITE

You are responsible for all access to the Website using your Internet connection, even if the access is by another person.

We will use reasonable efforts to ensure that the Website is available at reasonable times, for so long as we want to continue publishing it. However, we cannot guarantee that the Website or any individual function or feature of the Website will always be available and/or error free. In particular, the Website may be unavailable during periods when we are implementing upgrades or carrying out essential maintenance.

3. INTELLECTUAL PROPERTY AND DATA

The intellectual property rights in the Website and all of the text, pictures, videos and other content made available on it are owned by us and/or our licensors. You may not print or otherwise make copies of any such content without our express prior permission.

We may collect and use information about you in accordance with our privacy policy, which is also published on the Website or available from us upon request.

4. ACCEPTABLE USE

You may not use the Website for commercial purposes.

Your use of the Website is conditional on your compliance with the rules of conduct set out in these Terms of Use. You agree that you will not:

- (a) use the Website for any fraudulent or unlawful purpose;
- (b) use the Website to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
- (c) impersonate any person or entity, falsely state or misrepresent your affiliation with any person or entity in connection with the Website, or express or imply that we endorse any statement you make;
- (d) interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available, or violate any requirements, procedures, policies or regulations of such networks;
- (e) transmit or otherwise make available in connection with the Website 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;
- (f) reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website;
- (g) modify, adapt, translate, reverse-engineer, decompile or disassemble any part of the Website. If you wish to reverse-engineer any part of the Website to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;
- (h) remove any copyright, trade mark or other proprietary rights notice from the Website or materials available through the Website;

- (i) frame or mirror any part of the Website without our express prior written consent;
- (j) create a database by systematically downloading and storing Website content;
- (k) use any manual or automatic device in any way to gather Website content or reproduce or circumvent the navigational structure or presentation of the Website without our express prior written consent (except that we grant the operators of public online search engines limited and revocable permission to use search retrieval applications to reproduce materials from the Website 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.

5. LINKS

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

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

You may create a link to the Website, provided that:

- (a) the link is fair and legal and is not presented in a way that is misleading or could suggest any type of association, approval or endorsement by us that does not exist or that is harmful to our reputation or the reputation of any of our affiliates;
- (b) you retain the legal right and technical ability to immediately remove the link at any time, following a request by us to do so;
- (c) the link is to the homepage of the Website;
- (d) the link will not cause the Website or any content on the Website to be embedded in or "framed" by any other website or otherwise displayed in a way different to the way originally intended by us.

We reserve the right to require you to immediately remove any link to the Website at any time and you shall immediately comply with any request by us to remove any such link.

6. LIABILITY

We provide the Website on an "as is" basis. We make no representations as to the quality, completeness or accuracy of any content made available on the Website.

To the maximum extent permitted by law, we expressly exclude: (a) all conditions, warranties and other terms that might otherwise be implied by law into these Terms of Use; and (b) any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Website. 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.

However, nothing in these Terms of Use is intended to exclude or limit any liability that, by law, may not be excluded or limited. 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, or our liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

7. LAW

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 Website. If we terminate your access to the Website 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 Website.

These Terms of Use will be governed by and construed in accordance with English law, 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.

These Terms of Use last reviewed: 24 January 2016.