

TERMS OF USE

1. Acceptance of Terms

Your access to and use of www.eclarity.co.uk and its sub-sites ("the Website") is subject exclusively to these Terms of Use. You will not use the Website for any purpose that is unlawful or prohibited by these Terms of Use. By using the Website you are fully accepting these terms, all conditions and any disclaimers contained in this notice or in the Website itself. If you do not accept these Terms of Use you must immediately stop using the Website.

2. Advice / Information on the Site

The information on the Website has been included in good faith for general informational purposes only. It should not be relied upon for any specific purpose and no representation or warranty is given as to its accuracy or completeness save where the information provided forms the basis of a specific contract with you.

3. Purpose of the Site

The purpose of the Website is to provide you with information about eClarity Solutions Limited and the services we offer.

4. Changes to the Website

www.eclarity.co.uk reserves the right to:

- 4.1 Change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that www.eclarity.co.uk shall not be liable to you for any such change or removal; and
- 4.2 Change the Terms of Use at any time and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

5. LINKS TO THIRD PARTY WEBSITES

The Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

6. COPYRIGHT

- 6.1 All copyright, trademarks and all other intellectual property rights in the Website and its content (including without limitation the design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to www.eclarity.co.uk or otherwise used by www.eclarity.co.uk as permitted by law.
- 6.2 In accessing the Website you agree that you will access the content for your personal or commercial use solely for the intent of doing business with eClarity Solutions Ltd. None of the content may be downloaded, copied, reproduced, transmitted, stored or distributed without the prior written consent of the copyright holder.

7. DISCLAIMER AND LIMITATION OF LIABILITY

- 7.1 The Website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 7.2 To the extent permitted by law, www.eclarity.co.uk will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.
- 7.3 www.eclarity.co.uk makes no warranty that the functionality of the website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.
- 7.4 Nothing in these Terms of Use shall be construed so as to exclude or limit the liability of www.eclarity.co.uk for death or personal injury as a result of the negligence of www.eclarity.co.uk or that of its employees or agents.

8. INDEMNITY

You agree to indemnify and hold www.eclarity.co.uk and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against www.eclarity.co.uk arising out of any breach by you of these Terms of Use or other liabilities arising out of your use of the Website.

9. SEVERANCE

If any of these Terms of Use should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term or condition shall be severed and the remaining Terms of Use shall survive and remain in full force and effect and continue to be binding and enforceable.

10. GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.