All words and images contained within this website are copyrighted © BlokCam Ltd.

### 1. WEBSITE TERMS AND CONDITIONS

1.1 These terms and conditions (the "Terms") apply to your use of BlokCam Ltd website (the "Website") and to your relationship with us (BlokCam Ltd). By accessing this Website, you agree to be bound by these Terms. Please read them carefully.1.2 Certain areas of this Website are only open to you if you register but using this Website indicates that you accept these terms regardless of whether or not you choose to register. If you do not agree to be bound by these Terms you may not use or access this Website.

# 2. USE OF THE BLOKCAM WEBSITE AND THESE TERMS

- 2.1 This Website is provided to you free of charge for your personal use subject to these Terms. The purpose of the Website is to provide you with details of our products and services and also to enable you to contact BlokCam Ltd Ltd in relation to any requirements you may have.
- 2.2 We may update these Terms from time to time. Any changes will be notified to you via the email address provided by you on registration or by a suitable notice on the Website. If you do not wish to accept the new terms and conditions you should cease using the Website. If you continue to do so, after the date on which the changes come into effect, your use will indicate your agreement to be bound by the new terms and conditions.

## 3. INTELLECTUAL PROPERTY

3.1 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us. You may not reproduce or store any such material on any other website or include it in any public or private electronic retrieval system or service without our prior written permission. You may print one copy of the content for your own personal use provided that you keep intact any copyright or proprietary notices.

3.2 Any rights not expressly granted in these Terms are reserved.

## 4. SERVICE ACCESS

- 4.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.
- 4.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance, new facilities or services or repair or for reasons beyond our control.
- 4.3 We shall not be liable for any telephone or other costs that you may incur.

# 5. VISITOR MATERIAL AND CONDUCT

5.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligation with respect to such material. We will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

#### 5.2 You may not post or transmit to or from this Website any material:

- 5.2.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- 5.2.2 for which you have not obtained all necessary licences and/or approvals;
- 5.2.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- 5.2.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 5.3 You may not misuse the Website (including, without limitation, by hacking).
- 5.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of paragraphs 5.2 or 5.3.

### 6. LINKS TO AND FROM OTHER WEBSITES

6.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third-party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk.

## 7. DISCLAIMER

- 7.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant that it is accurate, complete or up to date. We may make changes to the material on this Website, or to the Products and prices described in it, at any time without notice.
- 7.2 To the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms which but for these Terms might have effect in relation to this Website. You must bear the risks associated with the use of the Internet. This clause does not affect your statutory rights.

## 8. OUR LIABILITY TO YOU

- 8.1 Our liability to you in respect of your use of the Website shall be limited as set out in paragraph 10.2 below provided that:
- 8.1.1 nothing in these Terms excludes our liability for fraud or for death or personal injury arising from our negligence or that of our employees or agents.

- 8.1.2 nothing in these Terms excludes any other liability which is prohibited from being excluded by law.
- 8.2 Except as provided in paragraph 10.1 above, we shall not be liable for any loss, liability or damage whatsoever including (without limitation) special, indirect or consequential loss, damage for loss of business, loss of profit, business interruption or other pecuniary loss suffered by you or any other person arising out of your use of the Website or the information on it, your reliance on such information or any part of it. 8.3 This paragraph does not affect your statutory rights.

#### 9. INDEMNITY

9.1 You will indemnify, defend and hold us, and our officers, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms by you or any other liability arising out of your use of this Website, or the use by any other person accessing the Website using your account and/or the information you provided upon registration.

### 10. DATA PROTECTION

10.1 We respect your privacy and undertake to share and process your data in accordance with the Data Protection Act 1998 and our privacy policy.

### 11. MISCELLANEOUS

- 13.1 If any part of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- 11.2 If you breach these Terms and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Terms.
- 13.3 We shall not be liable for any breach of these Terms caused by any circumstances beyond our control.
- 13.4 The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through this Website.
- 13.5 A Person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Party) Act 1999 to enforce any term of these Terms.

## 14. GOVERNING LAW AND JURISDICTION

14.1 These Terms and Conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

## 14. CUSTOMER COMPLAINTS

- 14.1 Any complaints or queries you might have should be addressed to the contacts listed on the Website in "Contact us".
- 14.2 This Website is owned by BlokCam Ltd

# 15. OUR RIGHT TO REFUSE OR CANCEL YOUR REGISTRATION

- 15.1 We reserve the right to refuse, suspend or cancel your registration immediately without notice at our reasonable discretion or if you breach any of your obligations under these Terms.
- 15.2 The suspension or cancellation of your registration and your right to use the Website shall not affect either party's rights or liabilities.

#### **16. EMAIL**

- 16.1 The contents of all emails (and any attachments):
- 16.1.1 are confidential, may be legally privileged and are intended for the addressee only- if you are not the addressee, do not use, forward or copy them in any way, please tell the sender and delete from your system immediately;
- 16.1.2 come from its author and may not necessarily reflect the opinions of BlokCam Ltd ltd or any other group company; and
- 16.1.3 are believed to be free of any virus or defect which may affect your system, but no liability is accepted by us or any other group company in respect of any loss or damage arising from such virus or defect.
- 16.2 We may monitor emails sent to BlokCam Ltd or any other group company.