

Subscription Gifts – Website Terms of Use

1. Introduction

Welcome to Subscription Gifts. Please read these Website Terms of Use carefully. They apply between you, the user of this Website and us, Subscription Gifts, the owners and providers of this Website. These Website Terms of Use govern your use of this Website; by using this Website, you accept these Website Terms of Use in full. If you disagree with these Terms of Use or any part of them, you must not use this Website.

In these Website Terms of Use the following terms have the following meanings:

“**User/You/Your**” means any party that accesses the Website that is not employed by us and acting in the course of their employment;

“**We/Us/Our**” means Subscription Gifts, of PO Box 1455, Northampton, NN2 1EA;

“**Website**” means the website that you are currently using (www.subscriptiongiftstore.co.uk) and any sub-domains of this site unless expressly excluded by their own terms.

2. License to use the Website

Unless otherwise stated, we or our licensors own the intellectual property rights in the Website and the material on the Website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only and print pages from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- a) republish material from this Website (including republication on another website);
- b) sell, rent or sub-license material from the Website;
- c) show any material from the Website in public or for a commercial purpose;
- d) reproduce, duplicate, copy or otherwise exploit material on this Website for a commercial purpose;
- e) edit or otherwise modify any material on the Website; or
- f) redistribute or use material from this Website except for content specifically and expressly made available for use or redistribution.

3. Acceptable use: You must not use this Website:

- a) in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- b) to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- c) to conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to this Website without our express written consent;
- d) to transmit or send unsolicited commercial communications; or
- e) for any purposes related to marketing without our express written consent.

4. Restricted access

Access to certain areas of this Website is restricted. We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website or to restrict access to other areas of this Website, or this entire Website, at our discretion.

When creating an account, you must keep any username and password confidential. We reserve the right to suspend or terminate any user account without giving a reason and without being liable for compensation. Please refer to our Terms and Conditions for further information regarding accounts.

We reserve the right to carry out website maintenance as necessary and will endeavour to advise you of this in advance where possible.

5. User content

In these Website Terms of Use, “user content” means material (including, without limitation, text, images, audio and video material) that you submit to this Website and when following us on social media for whatever purpose.

You retain the rights in all user content that you create while using the Website. However, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you, us or a third party (in each case under any applicable law). You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Further restrictions are outlined in our Terms and Conditions.

6. Links

This Website will include links to other websites. These links are provided for your convenience, to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

You may not create a link to this Website from another website or document without our prior written consent.

7. No warranties

We do not warrant the completeness or accuracy of the information published on this Website; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up-to-date.

Whilst every effort is made to keep the Website up and running smoothly, we do however exclude any liability to you should the Website and/or any of the associated resources not be available to you at any particular time.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this Website and its use (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

8. Limitations and exclusions of liability

Nothing in these terms of use will:

- a) limit or exclude our or your liability for death or personal injury resulting from negligence;
- b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or
- c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

Subject to the above, as all information on the Website is provided free-of-charge, we will not be liable for any loss or damage of any nature whatsoever. For details of our liability for subscription gifts purchased from the Website, please refer to our Terms and Conditions.

Subject to the above, we will not be liable for any injury, loss or expense howsoever arising from your implementation and use of any of the subject matter taken from our Website. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill. We will not be liable to you in respect of any loss or corruption of any data, database or software. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

9. Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use.

10. Breaches of these terms of use

Without prejudice to our other rights under these Website Terms of Use, if you breach these Website Terms of Use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

11. Variation

We may revise these Website Terms of Use from time-to-time. Revised terms of use will apply to the use of our Website from the date of the publication of the revised terms of use on our Website. Please check this page regularly to ensure you are familiar with the current version.

12. Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these Website Terms of Use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Website Terms of Use.

13. Severability

If a provision of these Website Terms of Use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

14. Exclusion of third party rights

These Website Terms of Use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Website Terms of Use is not subject to the consent of any third party.

15. Entire agreement

These Website Terms of Use, together with our Terms and Conditions, Privacy Policy and Disclaimer constitute the entire agreement between you and us in relation to your use of our Website, and supersede all previous agreements in respect of your use of this Website.

16. Law and jurisdiction

These Website Terms of Use will be governed by and construed in accordance with the laws of England and Wales, and any disputes relating to these Website Terms of Use will be subject to the exclusive jurisdiction of the courts of England and Wales.