

Terms & Conditions of use of our website: rockwoodps.co.uk & Services

TERMS USED:

For purposes of the T&C, the term "WE" or "US" shall mean the webmaster(s), creator(s), employee(s), office(s), director(s), administrator(s), and/or related entities of rockwoodps.co.uk.

For purposes of the T&C the term "YOU" or "YOUR" shall mean you, your heirs, agent(s), successor(s), assign(s) and/or person(s) acting on your behalf.

For purposes of the T&C, the term "CONTENT" shall mean the informational or personal or educational services like the display or processing of personalised content, information, web page(s) with hidden (e.g. meta tags) or broadly visible content, know-how, material, communication (e.g. via email), ideas, ad(s), concepts, programming code, techniques, database information, messages, link(s), software (e.g. computer programs, video, graphics, photographs, audio clips) and/or affiliate program(s).

For purposes of the T&C, the term "PROCESS" shall mean to use, share, distribute, archive, store, reproduce, modify, adapt, publish, create derivative works, translate, publicly post, publicly perform and/or publicly display CONTENT (in whole or in part or in a searchable format) and to incorporate CONTENT into other works in any form, media, software or technology of any kind, whether now existing or developed in the future, online or offline, for any purpose whatsoever, including but not limited to developing, manufacturing and/or marketing products using CONTENT.

THE PARTIES OF THIS AGREEMENT; USE OF SERVICE

The T&C is by and between US and YOU. The TOS is made effective as of the date of electronic execution.

Using The Service ("USE", "USING") includes, but is not limited to, uploading of, participating in, accessing data from, interacting with or downloading of (as a whole or in parts) of CONTENT or otherwise using The Service.

By USING The Service YOU acknowledge that YOU have read, understand and agree to be bound by all the terms and conditions of the T&C irrevocably,

unconditionally and without protest or notification. Each time YOU USE The Service YOU reaffirm YOUR acceptance of the then-current T&C.

WE may also offer other services that are governed by different or additional terms of service.

Unless explicitly stated otherwise, any new features that augment or enhance the current The Service, including the release of new properties of US, shall be subject to the T&C.

DISCLAIMER OF WARRANTIES

YOU expressly understand and agree that:

* YOUR USE of The Service is at YOUR sole risk. The Service is provided on an "as is" and "as available" basis. WE expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

* WE make no warranty that (i) The Service will meet YOUR requirements, (ii) The Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the USE of The Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by YOU through The Service will meet YOUR expectations, and (v) any errors in the software will be corrected. No part of The Service represents a commitment on the part of US in the future.

* Any CONTENT downloaded or otherwise obtained through the USE of The Service (including but not limited to software, links, content on external webpages, pictures) is done at YOUR own discretion and risk and that YOU will be solely responsible for any damage to YOUR computer system or loss of data that results from the download of any such material.

* Any third-party material (including content of external webpages linked to by The Service) is presented solely for the purposes of education and furtherance of the knowledge of the reader. Any third-party material displayed or used by The Service remains the property of their respective owners. While methodology detailed herein could potentially be used maliciously or to facilitate activities which are unlawful, this is not the intent. WE do not condone the commission of unlawful acts: in particular, WE do not condone the use of any information presented herein to commit unlawful acts or for the furtherance of any unlawful activities.

* No advice or information, whether oral or written, obtained by YOU through or from The Service shall create any warranty not expressly stated in the T&C.

LIMITATION OF LIABILITY

YOU expressly understand and agree that WE shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if WE have been advised of the possibility of such damages), resulting from:

- the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from The Service;
- the USE or the inability to USE The Service
- access delays or interruptions to The Service
- failure to store any user communications or personalisation settings
- data delivery or non-delivery or missing deliveries between YOU and US
- events beyond our control (e.g. acts of God)
- unauthorized access to or alteration of YOUR transmissions or data
- statements or conduct of any third party on The Service;
- errors, omissions, misstatements, discrepancies, receipts, neglects, defaults or decisions
- deletion of, failure to store, or failure to process or act upon email messages
- processing of updated information to YOUR data
- development or interruption of The Service
- errors taking place with regard to the processing of The Service
- any act or omission caused by YOU (whether authorised by YOU or not)
- any other matter relating to The Service or
- any relationship with US

WE shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via The Service, and shall not be responsible or liable for any decisions made based on such information.

SEVERABILITY

YOU agree that the T&C are severable. If for any reason a court of competent jurisdiction finds any provision or portion of the T&C to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the T&C shall continue in full force and effect.

OUR failure to act with respect to a breach by YOU or others does not waive OUR right to act with respect to subsequent or similar breaches. The failure of US to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

OUR failure to exercise or enforce any right under the T&C shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

The section headings and subheadings and new lines contained in the T&C are included for convenience only, and shall not limit or otherwise affect the terms of the T&C.

Typographical errors shall not limit or otherwise affect the terms of the T&C.

WE will not be responsible or liable for the exercise or non-exercise of OUR rights under this Agreement.

In the case of a conflict between the T&C and the terms of any electronic or machine readable statement or policy (for example, a P3P electronic privacy policy), the T&C shall control.

ELECTRONIC DELIVERY POLICY

WE, as an online business, transact and communicate with others electronically. When YOU USE The Service, YOU consent to receive electronically from US any privacy or other notices, agreements, newsletters, disclosures, administrative messages, reports, documents, announcements, communications, or other records (collectively, "Notices"). YOU agree to accept notices or communication electronically. An electronically transmitted Notice shall have the same legal binding power as a Notice written on paper. YOU agree that WE generally can send YOU electronic Notices in either or both of the following ways: (1) to the e-mail address that YOU provided to US during registration or (2) WE may post Notices within a function of The Service. YOU agree that certain services may also have their own Notice procedure. YOU must check YOUR designated e-mail address regularly for Notices. The delivery of any Notice from US is effective when sent by US, regardless of whether YOU read the Notice when YOU receive it or whether YOU actually receive the delivery. YOUR only method of withdrawing consent to receive Notices electronically is to terminate any services or other products provided under the T&C.

CHOICE OF LAW

The T&C and the relationship between YOU and US shall be governed by the laws of the United Kingdom. YOU and WE agree to submit to the personal and exclusive jurisdiction of the courts located within.

NO PARTNERSHIP

YOU agree that no joint venture, partnership, employment or agency relationship exists between YOU and US as a result of the T&C or USE of The Service.

NO REVERSE ENGINEERING

YOU may not decompile or disassemble or reverse engineer any part of The Service.

GENERAL TERMS; MODIFICATIONS OF THE TOS

Unless otherwise specified herein, the T&C constitutes the entire agreement between YOU and US and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between YOU and US. Any waiver of any provision of the T&C will be effective only if in writing and signed by US. Additional terms and regulations may apply for certain areas of The Service.

A printed version of the T&C and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

WE may change the T&C from time to time. Review the T&C from time to time so that YOU will be apprised of any changes. Prior versions of the T&C will be not kept in an archive for YOU to view. YOU agree to be bound by any changes WE may reasonably make to the T&C when such changes become effective. The modified T&C will be effective immediately upon posting and YOU agree to the new posted T&C by continuing YOUR USE of The Service. If YOU do not agree with the modified T&C, YOUR only remedy is to discontinue to USE The Service.

Date: 23rd June 2015