

WEBSITE TERMS OF USE

LAST UPDATED: 3 DECEMBER 2014

1. We are Pothecary Witham Weld Solicitors and we own and operate this website ('Site').
2. Your use of the Site is subject to these Terms of Use. By using the Site, you will be deemed to have accepted and agreed to be bound by these Terms of Use. We may make changes to these Terms of Use from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Site. You can determine when we last changed these Terms of Use by referring to the 'LAST UPDATED' statement above. Your use of the Site following changes to these Terms of Use will constitute your acceptance of those changes.
3. The Site contains various legal matters, resources, information and content which is all provided by us for general information only. This general information is not a substitute for legal or professional advice and your use of the Site does not constitute the provision of such advice by us.
4. The Site may contain information relating to our charges for providing legal services and may include reference to offers such as free initial consultations or fixed fees for various types of work. Please note that any charging information is indicative and that our charges may be varied from time to time. No information contained on the Site will form part of any agreement for the provision of legal services or constitutes a binding term of such a contract.
5. We reserve the right to restrict your access to the Site or part of it. Access to restricted areas of the Site may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may withdraw that permission at any time (including where you breach any of these Terms of Use).
6. We will use reasonable efforts to ensure that the Site is available at all times. However, we cannot guarantee that the Site or any individual function or feature of the Site will always be available and/or error free. In particular, the Site may be unavailable during

periods when we are implementing upgrades to or carrying out essential maintenance on the Site.

7. The intellectual property rights in the Site and all of the text, pictures, videos and other content made available on it are owned by us and our licensors. You may not print or otherwise make copies of any such content without our express prior permission.
8. We provide the Site on an 'as is' basis and make no representations as to the quality, completeness or accuracy of any content made available on the Site. To the maximum extent permitted by law, we expressly exclude:
 - 8.1. all conditions, warranties and other terms that might otherwise be implied by law into these Terms of Use; and
 - 8.2. any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Site.

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. Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and 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, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

9. Your permission to use the Site is personal to you and non-transferable, and you may not use the Site for commercial purposes. Your use of the Site is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you will not:
 - 9.1. use the Site for any fraudulent or unlawful purpose;
 - 9.2. use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;

- 9.3. impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make;
- 9.4. interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
- 9.5. transmit or otherwise make available in connection with the Site 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;
- 9.6. reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site;
- 9.7. modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site. If you wish to reverse engineer any part of the Site to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;
- 9.8. remove any copyright, trade mark or other proprietary rights notice from the Site or materials originating from the Site;
- 9.9. frame or mirror any part of the Site without our express prior written consent;
- 9.10. create a database by systematically downloading and storing Site content;
- 9.11. use any manual or automatic device in any way to gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Site 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.

We reserve the right to revoke these exceptions either generally or in specific instances.

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

11. You may create a link to this Site, provided that:

11.1. the link is fair and legal and is not presented in a way that is:

11.1.1. misleading or could suggest any type of association, approval or endorsement by us that does not exist, or

11.1.2. harmful to our reputation or the reputation of any of our affiliates;

11.2. you retain the legal right and technical ability to immediately remove the link at any time, following a request by us to do so;

11.3. the link will not cause this Site or any content on this Site to be:

11.3.1. embedded in or 'framed' by any other website, or

11.3.2. 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 Site at any time and you shall immediately comply with any request by us to remove any such link.

12. These Terms of Use will be subject to the laws of England and Wales.