

REFLECTIONS PHOTOGRAPHY BY MAREE LIMITED TERMS OF WEBSITE USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

WHAT IS IN THESE TERMS?

These terms tell you the rules for using my site <http://www.reflectionsphotography.co.uk> (my site).

WHO I AM AND HOW TO CONTACT ME

My site is operated by Reflections Photography by Maree. My office and trading address is located at 20 Schubert Road, Basingstoke, Hants RG22 4JL.

Please contact me either by emailing me at maree@reflectionsphotography.co.uk or by telephone at +44 1256 417321.

BY USING THIS SITE YOU ACCEPT THESE TERMS

By using my site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use my site.

I recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of my site:

- My Privacy Policy, which sets out the terms on which I process any personal data I collect from you, or that you provide to us. By using my site, you consent to such processing and you warrant that all data provided by you is accurate.
- My Cookies Policy, which sets out information about the cookies on my site.
- If you purchase goods from my site, my Terms and Conditions of Supply will apply to the sales.

I MAY MAKE CHANGES TO THESE TERMS

I amend these terms from time to time. Every time you wish to use my site, please check these terms to ensure you understand the terms that apply at that time.

I MAY MAKE CHANGES TO MY SITE

I may update and change my site from time to time to reflect changes to my products, my users' needs and my business priorities. I will try to give you reasonable notice of any major changes.

I MAY SUSPEND OR WITHDRAW MY SITE

My site is made available free of charge. I do not guarantee that my site, or any content on it, will always be available or be uninterrupted. I may suspend or withdraw or restrict the availability of all or any part of my site for business and operational reasons. I will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access my site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

MY SITE IS ONLY FOR USERS IN THE UK

My site is directed to people residing in the United Kingdom. I do not represent that content available on or through my site is appropriate for use or available in other locations.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of my security procedures, you must treat such information as confidential. You must not disclose it to any third party.

I have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in my reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at businessownersupport@flpuk.net or customercare@flpuk.net

HOW YOU MAY USE MATERIAL ON MY SITE

I am the owner or the licensee of all intellectual property rights in my site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from my site for your personal use and you may draw the attention of others within your organisation to content posted on my site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

My status (and that of any identified contributors) as the authors of content on my site must always be acknowledged.

You must not use any part of the content on my site for commercial purposes without obtaining a licence to do so as detailed in the Company Policy for Forever Business Owners.

If you print off, copy or download any part of my site in breach of these terms of use, your right to use my site will cease immediately and you must, at my option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on my site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on my site.

Although I make reasonable efforts to update the information on my site, I make no representations, warranties or guarantees, whether express or implied, that the content on my site is accurate, complete or up to date.

I AM NOT RESPONSIBLE FOR WEBSITES I LINK TO : Where my site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. I have no control over the contents of those sites or resources.

INTERACTIVE SERVICES ON MY SITE

I may from time to time provide interactive services on my site, including, without limitation, the ability for you to post comments about my product and services (interactive services).

My interactive services are only intended for users over 18 years old.

Where I do provide any interactive service, I will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical). When providing my communication platform to you, I do not moderate any communications sent and/or received through my site.

I will do my best to assess any possible risks for users from third parties when they use any interactive service provided on my site, and I will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, I am under no obligation to oversee, monitor or moderate any interactive service I provide on my site, and I expressly exclude my liability for any loss or damage arising from the use of any interactive service by a user in contravention of my content standards, whether the service is moderated or not.

Where I do moderate an interactive service, I will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

USER-GENERATED CONTENT IS NOT APPROVED BY ME

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on my site do not represent my views or values.

If you wish to complain about information and materials uploaded by other users please contact us on maree@reflectionsphotography.co.uk

MY RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- I do not exclude or limit in any way my liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by my negligence or the negligence of my employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in my Terms and Conditions of Supply.

If you are a business user:

- I exclude all implied conditions, warranties, representations or other terms that may apply to my site or any content on it.
- I will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - Use of, or inability to use, my site; or
 - use of or reliance on any content displayed on my site.
- In particular, I will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that I only provide my site for your personal capacity and for non-commercial use. This means that you agree not to use my site for any commercial purposes (i.e. to sell your own goods and/or services), and I have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- I will not be liable for damage that you could have avoided by following my advice to apply any updates offered to you free of charge or for damage that was caused by you failing to correctly follow instructions to use my services or to have in place the minimum system requirements advised by us. This does not affect your statutory rights under the Consumer Rights Act 2015.

UPLOADING CONTENT TO MY SITE

Whenever you make use of a feature that allows you to upload content to my site, or to make contact with other users of my site, you must comply with the content standards set out below. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage I suffer as a result of your breach of warranty.

Any content you upload to my site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of my site] a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the Rights you are giving us to use material you upload section of these Terms of Use.

I also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to my site constitutes a violation of their intellectual property rights, or of their right to privacy.

I have the right to remove any posting you make on my site if, in my opinion, your post does not comply with the content standards set out below.

You are solely responsible for securing and backing up your content.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to my site (contributions), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts).

- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.

- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD

When you upload or post content to my site, you grant us the following rights to use that content:

- A licence to us to access, view, copy, modify and reproduce such content on other parts of my site, social media accounts and communications with users; and
- A licence to other users on my site to access, view and copy such content for each other user's own use. **I ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

I do not guarantee that my site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access my site. You should use your own virus protection software. You must not misuse my site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to my site, the server on which my site is stored or any server, computer or database connected to my site.

You must not attack my site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. I will report any such breach to the relevant law enforcement authorities and I will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use my site will cease immediately.

RULES ABOUT LINKING TO MY SITE

You may link to my home page, provided you do so in a way that is fair and legal and does not damage my reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on my part where none exists.

You must not establish a link to my site in any website that is not owned by you.

My site must not be framed on any other site, nor may you create a link to any part of my site other than the home page.

I reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out above.

If you wish to link to or make any use of content on my site other than that set out above, please contact maree@reflectionsphotography.co.uk

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and I both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

MY TRADE MARKS ARE REGISTERED

You are not permitted to use any of my registered trademarks and logos without my approval, unless they are part of material you are using as permitted under the terms of Company Policy/ Limited licence to use Company marks.

If you are a consumer wishing to use any of my material, please contact us at maree@reflectionsphotography.co.uk