

## Terms and Conditions

These terms and conditions are the contract between you and [Our Name] (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them.

They are based on a set written by Net Lawman and released under licence. They protect your rights as well as ours.

I / We are Tenador, a company based in the United Kingdom.

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

### These are the agreed terms:

## 1. Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.
“Our Website”	means any website of ours, and includes all web pages controlled by us.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly;
“Product”	means any product sold or offered for sale by us on Our Website.

“Software” means the software you will use in association with the Product. It includes all software owned by us, regardless of the source from which you acquired it, and the time when you have or will acquire it.

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. every term in this agreement applies both to the Product and to any Software, so far as it may so apply.
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.3. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.4. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.6. except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person;
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.8. these terms and conditions apply to all supplies of Products by us. They prevail over any terms proposed by you.
- 2.9. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

### **3. Basis of Contract**

- 3.1. When you buy a Product driven by Software, you are also buying a licence limited to the use of that Software in association with the Product you have bought, subject to the terms of this agreement. We now grant a licence to you to use the Software. The licence is limited to your use of the Product you have bought and for the lifetime of that Product.
- 3.2. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of a Product given on Our Website.
- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. You acknowledge that you understand exactly what is included in a Product and you are satisfied that the Product you have selected is suitable and satisfactory for your requirements;
- 3.5. The Software will be sold in hard copy and packaged alongside the Product, not as a separate download.
- 3.6. You must not sub-license Software.
- 3.7. You must not copy or publish Software except as specifically allowed in this agreement.
- 3.8. The contract between us comes into existence when we receive payment from you for a Product.
- 3.9. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order a Product.
- 3.10. The price of a Product may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy that Product.
- 3.11. If you make any payment for Products in the future, you will do so under the terms Posted on Our Website at that time.
- 3.12. We do not sell Products in all countries. We may refuse to deliver a Product if you live in a country we do not serve.

## **4. The price and payment**

- 4.1. The prices payable for Products are clearly set out on Our Website.
- 4.2. Unfortunately, we cannot guarantee that every Product advertised on Our Website is available. If at any time a Product becomes unavailable, we will refund any money you have paid with 10 working days.
- 4.3. The price charged for any Product may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
- 4.4. Prices are inclusive of any applicable value added tax or other sales tax.
- 4.5. Price of Software is included in the price of a Product.
- 4.6. If, by mistake, we have under-priced a Product, we will not be liable to supply that Product to you at the stated price, provided that we notify you before we provide it to you.
- 4.7. If we owe you money, we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 14 days from the date when we accept that repayment is due.

## **5. Security of your credit card**

We take care to make Our Website safe for you to use.

- 5.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

## **6. Cancellation and refunds**

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”). Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 6.1. We now inform you that information relating to all aspects of our Products is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.

- 6.2. The following rules apply to cancellation of your order:
- 6.2.1 If you have ordered a Product, but not received it, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.
  - 6.2.2 If you have ordered a Product, and received it, you may cancel your order at any time within 14 days of the date you received the Product. You must tell us that you wish to cancel. You must also send the Product back to us within that same 14 day period.
  - 6.2.3 We will return your money subject to the following conditions:
    - 6.2.3.1 we receive the Product in a condition in which we can re-sell it at full price.
    - 6.2.3.2 you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.
- 6.3. The option to cancel your order is not available if the Product is a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed.
- 6.4. You are responsible for the cost of returning the Product. We have no obligation to refund to you, your cost of re-packing and returning the Product.
- 6.5. In any of the above scenarios, we will return your money within 14 days.

## **7. Liability for subsequent defects**

- 7.1. Please examine the Product received from us immediately you receive it. If you do not tell us of any defect or problem within 30 days of receipt of the Product, we shall assume that you have accepted it.
- 7.2. The procedure to return the faulty Product is as follows:
  - 7.2.1 the Product must be returned to us as soon as any defect is discovered but not later than six months from receipt by you.

- 7.2.2 before you return the Product to us, please carefully re-read any relevant information to confirm that there is definitely a defect in the Product.
- 7.2.3 please follow the returns procedure which we will send to you as soon as you notify us that you wish to return the product.
- 7.3. We will return your money subject to the following conditions:
  - 7.3.1 we receive the Product with the full code intact.
  - 7.3.2 you comply with our returns procedure. We cannot return your money unless we know who sent them.
  - 7.3.3 you tell us clearly what is the fault you complain of, when it first became apparent, and other information to enable us to identify or reproduce it.
- 7.4. If any defect is found, then we shall:
  - 7.4.1 repair or replace the Product, or
  - 7.4.2 refund the full cost you have paid.

## **8. Delivery and pick up**

- 8.1. Products are delivered within 30 days from the day you place an order to purchase a Product.
- 8.2. Delivery of the Software will be included with delivery of the Product.
- 8.3. If we are not able to deliver your Product within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 8.4. We may deliver your Product in instalments if they are not all available at the same time for delivery.
- 8.5. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 8.6. Some Products will be delivered direct from the developers who will contact you to arrange delivery. When delivery of the items has been

arranged directly with the developers, you will be subject to the developers delivery policy.

- 8.7. Time for delivery specified on the order, if any, is an estimate only. We cannot be responsible for any delay beyond our reasonable control.

## **9. Product returned**

These provisions apply if you buy from us other than being a consumer. The following rules apply to return the faulty Product:

- 9.1. We do not accept returns unless there was a defect in the Product at the time of purchase, or we have agreed in correspondence that you may return it.
- 9.2. Before you return a Product to us, please carefully re-read the instructions and check that you have assembled it correctly and complied with any provisions relating to the power supply, plugs and sockets.
- 9.3. The Product must be returned to us as soon as any defect is discovered but not later than 14 days.
- 9.4. You must tell us by email message to [address] you that you would like to return the Product, specifying exactly what Product and when purchased, and giving full details of the defect or other reason for return. We will then issue a returns number. If you send the Product to us without a returns number, we may not be able to identify sufficient details to enable us to attend to your complaint.
- 9.5. The procedure for return of Products is set out upon contacting us. If you do not follow this procedure, we may be unable to identify you as the sender of the Product.
- 9.6. In returning a faulty Product please enclose with it a note clearly stating the fault and when it arises or arose.
- 9.7. Most Products are covered by the developers guarantee for a minimum of 12 months. Please first check the plug, fuse, batteries and its operating instructions.
- 9.8. If we agree that a Product is faulty, we will:
- 9.8.1 repair or replace the Product as we choose.

## **10. Foreign taxes, duties and import restrictions**

- 10.1. When you buy a Product for delivery outside the United Kingdom, your purchase may be subject to import duties, taxes or restrictions. We have no knowledge of these and take no responsibility for them.
- 10.2. You are the importer in law responsible for purchasing a Product which you are lawfully able to import, so do make sure you are able to comply. Remember too that customs agents may open your package and may not properly re-seal it.

## **11. Dissatisfaction with a Product**

- 11.1. If for any reason you are not completely happy with your purchase, just contact us within 30 days, and we will refund full purchase price.
- 11.2. If you do not follow the procedure for complaints as set out on Our Website, we may be unable to identify you and the Product you have bought.

## **12. Software updates**

- 12.1. The Software is not updated from time to time. If you wish to receive updates to your product, this must be purchased at an additional cost.
- 12.2. The Product will continue to function without Software updates.

## **13. Restrictions on what you may Post to Our Website**

- 13.1. You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may:
  - 13.1.1 be malicious or defamatory;
  - 13.1.2 consist in commercial audio, video or music files;
  - 13.1.3 be illegal, obscene, offensive, threatening or violent;
  - 13.1.4 be sexually explicit or pornographic;
  - 13.1.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;



- 13.1.6 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
- 13.1.7 solicit passwords or personal information from anyone;
- 13.1.8 be used to sell any goods or services or for any other commercial use;
- 13.1.9 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 13.1.10 be incomplete or inaccurate or submitted otherwise than as requested by Our Website;
- 13.1.11 request personal information from other users nor Post any unnecessary personal information about you or any user without his permission.
- 13.1.12 link to any of the material specified above, in this paragraph.
- 13.1.13 send age-inappropriate communications or Content to anyone under the age of 18.

## **14. Your Posting: restricted content**

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 14.1. hyperlinks, other than those specifically authorised by us;
- 14.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 14.3. the name, logo or trademark of any organisation other than yours.
- 14.4. inaccurate, false, or misleading information.

## **15. How we handle your Content**

- 15.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is at [[link to privacy policy](#)].

- 15.2. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 15.3. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 15.4. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 15.5. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 15.6. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 15.7. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 15.8. Please notify us of any security breach or unauthorised use of your account.

## **16. Removal of offensive Content**

- 16.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 16.2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 16.3. If you are offended by any Content, the following procedure applies:
  - 16.3.1 Your claim or complaint must be submitted to us. It must be sent to us by email.
  - 16.3.2 we shall remove the offending Content as soon as we are reasonably able;

- 16.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
- 16.4. We may re-instate the Content about which you have complained or not.
- 16.5. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 16.6. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

## **17. Security of Our Website**

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 17.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 17.2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 17.3. download any part of Our Website, without our express written consent;
- 17.4. collect or use any product listings, descriptions, or prices;
- 17.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 17.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 17.7. share with a third party any login credentials to Our Website;
- 17.8. Despite the above terms, we now grant a licence to you to:
  - 17.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not

portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

- 17.8.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

## **18. Interruption to our service**

- 18.1. If it is necessary for us to interrupt our service, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.
- 18.2. You acknowledge that our service may also be interrupted for many reasons beyond our control.
- 18.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to our service.

## **19. Intellectual Property**

- 19.1. We will defend our Intellectual Property rights in all countries.
- 19.2. Except as set out below, you may not copy, modify, publish, transmit, or sell, create derivative works from, distribute, perform, display, or in any way exploit any of our Intellectual Property or that owned by any third party and accessible to you via Our Website.
- 19.3. You may not use our name or logos or trademarks or any other content on any website of yours or that of any other person.

You agree that at all times you will:

- 19.4. not to cause or permit anything which may damage or endanger our title to any of our Intellectual Property.
- 19.5. notify us of any suspected infringement of the Intellectual Property;
- 19.6. indemnify us for any loss or expense arising from your misuse of the Intellectual Property;

- 19.7. on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by the Company in writing;
- 19.8. not use any name or mark similar to or capable of being confused with any name or mark of ours;
- 19.9. so far as concerns Software provided or made accessible by us to you, you will not:
  - 19.9.1 copy, or make any change to any part of its code;
  - 19.9.2 use it in any way not anticipated by this agreement;
  - 19.9.3 give access to it to any other person than you, the licensee in this agreement;
  - 19.9.4 in any way provide any information about it to any other person or generally.
- 19.10. not use the Intellectual Property except directly in our interest.

## **20. Disclaimers and limitation of liability**

*The law differs from one country to another. This paragraph applies so far as the applicable law allows.*

- 20.1. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 20.2. We make no representation or warranty that the Product will be:
  - 20.2.1 useful to you;
  - 20.2.2 of satisfactory quality;
  - 20.2.3 fit for a particular purpose;
  - 20.2.4 available or accessible, without interruption, or without error;
- 20.3. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.

- 20.4. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, which is indirect or consequential loss, or economic loss or other loss of turnover, profits, business or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.
- 20.5. We make no representation or warranty and accept no responsibility in law for:
- 20.5.1 malfunction in any hardware of yours;
  - 20.5.2 malfunction in any Product provided by us unless you can prove that it was defective when you received it from us;
  - 20.5.3 the provision or failure to provide any firewall;
  - 20.5.4 accuracy of any Content or the impression or effect it gives;
  - 20.5.5 delivery of Content, material or any message;
  - 20.5.6 privacy of any transmission;
  - 20.5.7 any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
  - 20.5.8 any aspect or characteristic of any goods or services advertised on Our Website;
- 20.6. Our Website includes Content Posted by third parties. We are not responsible for any such Content. If you come across any Content which offends you, please contact us via the "Contact us" page on Our Website.
- 20.7. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 20.8. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Product concerned.
- 20.9. This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our directors, officers, employees, subcontractors, agents and affiliated companies, as well as to us. Any of them may enforce this provision under the

Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017.

20.10. If you become aware of any breach of any term of this agreement by any person, please tell us by emailing us. We welcome your input but do not guarantee to agree with your judgement.

20.11. Nothing in this agreement excludes liability for a party's fraud.

## **21. You indemnify us**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 21.1. your failure to comply with the law of any country;
- 21.2. your breach of this agreement;
- 21.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 21.4. a contractual claim arising from your use of a Product;
- 21.5. a breach of the intellectual property rights of any person.
- 21.6. for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £ 49.00 per hour without further proof.

## **22. Dispute resolution**

The following terms apply in the event of a dispute between the parties:

- 22.1. If you are not happy with our services or have any complaint then you must tell us by email message to [owen@tenador.co.uk](mailto:owen@tenador.co.uk).
- 22.2. Detailed information about our complaint handling procedure can be provided by contacting us.
- 22.3. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

## 23. Miscellaneous matters

- 23.1. You undertake to provide to us your current land address, e-mail address, telephone and fax numbers as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 23.2. When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 23.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 23.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 23.5. If you are in breach of any term of this agreement, we may:
- 23.5.1 terminate your account and refuse access to Our Website;
  - 23.5.2 issue a claim in any court.
- 23.6. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 23.7. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 23.8. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;



If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 23.9. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 23.10. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, including any labour dispute between a party and its employees.
- 23.11. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.