

1 Introduction

- 1.1 These terms of use set out the terms between you and A.T.Little & Sons Ltd T/A Browns Books ("we", "us" or "our") under which you may access our websites www.brownsbfs.co.uk & www.browns
- 1.2 We are a company registered in England with company number 01607961 and our registered office is at Melton Enterprise Park, 5 Redcliff Road, Melton, HU14 3RS.
- 1.3 Our <u>privacy policy</u>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us, also applies to your use of the Site.
- 1.4 If you register, access or interact with the Service, our terms and conditions will apply.
- 1.5 Capitalised terms which are used in these terms of use and which are not otherwise defined have the meanings given to them in our terms and conditions.

2 Accessing the site

- 2.1 The Site is made available to you free of charge. You acknowledge that, from time to time, the Site may be unavailable and that we may suspend, withdraw, discontinue or change all or any part of the Site at any time without notice.
- 2.2 You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your Internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

3 Information on the site

The content on our 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 our site.

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

4 Use of the site

- 4.1 You may only the Site for lawful purposes. You must not use the Site:
- 4.1.1 in any way that breaches any applicable law or regulation;
- 4.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect:
- 4.1.3 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below;

- 4.1.4 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and
- 4.1.5 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 4.2 You also agree:
- 4.2.1 not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of these terms of use; and
- 4.2.2 not to access without authority, interfere with, damage or disrupt any part of our site or software or any equipment or network on which the Site is stored.

5 Viruses

- 5.1 We do not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software.
- 5.2 You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to our site. You must not attack our 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. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

6 Linking to the site

- 6.1 You may link to the Site provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must also ensure that any link to the Site is up to date and functional. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 6.2 You must not establish a link to the Site in any website that is not owned by you. The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page.
- 6.3 We reserve the right to withdraw linking permission without notice.
- 6.4 Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

7 Intellectual property

We are the owner or the licensee of all intellectual property rights in the 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.

8 Limitation of liability

- 8.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 8.2 We will not be liable to any user 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:
- 8.2.1 use of, or inability to use, the Site; or
- 8.2.2 use of or reliance on any content displayed on the Site.
- 8.3 In particular, we will not be liable for:
- 8.3.1 loss of profits, sales, business or revenue;
- 8.3.2 business interruption;
- 8.3.3 loss of anticipated savings;
- 8.3.4 loss of business opportunity, goodwill or reputation; or
- 8.3.5 any indirect or consequential loss or damage.
- 8.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

9 APPLICABLE LAW

Please note that these terms of use, their subject matter and their formation are governed by English law. You and we both agree that the courts of England will have exclusive jurisdiction.

10 Changes to these terms of use and site

- 10.1 We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.
- 10.2 We may also update and change the Site from time to time.

11 Contact

To contact or notify us of anything in connection with these terms of use, please email enquiries@brownsbfs.co.uk or call +44(0)1482 384660