



TERMS AND CONDITIONS FOR USE OF THE www.eartclub.co.uk WEBSITE

In this privacy policy references to "we", "us" and "our" are to SMBHost. References to "our Website" or "the Website" are to www.eartclub.co.uk.

ACCEPTANCE OF TERMS

By accessing the content of www.eartclub.co.uk ("the Website") you agree to be bound by the terms and conditions set out herein and you accept our privacy policy available at www.eartclub.co.uk/downloads/privacy.pdf. If you object to any of the terms and conditions set out in this agreement you should not use any of the products or services on the Website and leave immediately.

You agree that you shall not use the Website for illegal purposes, and will respect all applicable laws and regulations. You agree not to use the website in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Website. You also agree not to compromise the security of the Website or attempt to gain access to secured areas or sensitive information.

You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from any infringement of the terms and conditions set out in this agreement.

MODIFICATION

SMBHost reserve the right to change any part of this agreement without notice and your use of the Website will be deemed as acceptance of this agreement. We advise users to regularly check the Terms and Conditions of this agreement. SMBHost have complete discretion to modify or remove any part of this site without warning or liability arising from such action.

LIMITATION OF LIABILITY

SMBHost will under no circumstance be liable for indirect, special, or consequential damages including any loss of business, revenue, profits, or data in relation to your use of the Website. Nothing within this Agreement will operate to exclude any liability for death or personal injury arising as result of the negligence of SMB Host, its employees or agents.

COPYRIGHT

All intellectual property of SMB Host such as trademarks, trade names, patents, registered designs and any other automatic intellectual property rights derived from the aesthetics or functionality of the Website remain the property of SMBHost.

By using the Website you agree to respect the intellectual property rights



of SMBHost and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material contained within the Website.

DISCLAIMERS

The information is provided on the understanding that the website is not engaged in rendering advice and should not be wholly relied upon when making any related decision.

The information contained with the Website is provided on an "as is" basis with no warranties expressed or otherwise implied relating to the accuracy, fitness for purpose, compatibility or security of any components of the Website.

We do not guarantee uninterrupted availability of the www.eartclub.co.uk Website and cannot provide any representation that using the Website will be error free.

THIRD PARTIES

The Website may contain hyperlinks to websites operated by other parties. We do not control such websites and we take no responsibility for, and will not incur any liability in respect of, their content. Our inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites.

SEVERANCE

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

GOVERNING LAW AND JURISDICTION

This Agreement will be governed by the laws of England and any user of the Website hereby agrees to be bound exclusively by the jurisdiction of English courts without reference to rules governing choice of laws.