

Welcome to www.loopelectric.co.uk (the "site"), owned and operated by Loop Electric Limited (Company Number: 9909002) ("we," "us"). Our registered address is Loop Electric Ltd, Platf9rm, Floor 5 & 6, Tower Point, 44 North Road, Brighton, BN1 1YR

The following terms and conditions ("Terms") govern your use of the site, whether as a browser, or a registered user. Please read these Terms carefully before you start to use the site. By using the site, you indicate that you accept these terms and that you agree to abide by them. If you do not agree to these terms, please refrain from using the site.

1. GENERAL USE OF THE SITE

1.1. You may use the site as follows:

- (a) to browse the site without registering but you accept and agree that certain areas of the site will not be available to you unless you register with the site;
- (b) to make purchases of our products. Purchases of products through the site are subject to our Terms and Conditions of Sale

Details on how to register are below.

1.2. We may at our discretion refuse to allow you to register to the site. We will have the right to carry out those checks that we, in our sole discretion, deem appropriate to confirm your suitability for registration or subscription of the site.

1.3. You may register to the site if you are aged under 18 years of age. However we will not sell any products from the site to anyone under the age of 18.

1.4. You hereby represent and warrant:

- (a) you have the full power and authority to enter into and perform under these terms;
- (b) your use of the site will not infringe the copyright, trademark, right of publicity or any other legal right of any third party; and
- (c) you will comply with all applicable laws and regulations in using the site and in engaging in all other activities arising from, relating to or connected with these terms.

1.5. We do not accept any liability whatsoever, howsoever arising, for your inability to receive, access or otherwise use the site or any content and/or pages contained on the site or available through the site, or for any damage caused to your computer and/or associated systems, resulting from the incompatibility of your computer and/or its associated systems with the technical specifications posted on the site.

1.6. You accept that it is your responsibility to install appropriate anti-virus and security software on your computer hardware to protect against a computer security threat which may be transferred to your computer hardware through the use of the site including but not limited to viruses, Trojan horses, time bombs or any other form of programming routine designed to damage or otherwise impair a computer's functionality or operation.

2. REGISTRATION

2.1. To register with the site, you must enter the My Account page on the site and register using our online registration process. In doing so, you agree to:

- (a) provide true, accurate, current and complete information about yourself as prompted by the site's registration process; and
- (b) maintain and promptly update that information to keep it true, accurate, current and complete.

2.2. Upon registering you will be required to provide us with your name, a valid email address and a password. You will be asked to provide this email address and password once for each time you subsequently visit areas on the site requiring registration. In addition, but in accordance with these terms and our privacy policy, we shall use this email address to contact you with information about the site, your registration and/or your purchases.

2.3. You will also receive an account upon completing the site's registration process. You are responsible for maintaining the confidentiality of your email address, password and your account and are fully responsible for all activities that occur under your email address, password or account. You agree to:

- (a) immediately notify us of any unauthorised use of your email address, password or account or any other breach of security; and
 - (b) ensure that you exit from your account at the end of each session by logging out. We will not be liable to you or any third party for any loss or damage arising from your failure to comply with this provision.
- 2.4. We shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by us and we reserve, in our sole discretion, the right to change or remove any and all such IP numbers and addresses.

3. CONDUCT AND USE OF THE SITE

3.1. You may not:

- (a) use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the site or its content;
- (b) in any way reproduce or circumvent the navigational structure or presentation of the site or its content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the site;
- (c) attempt to gain unauthorised access to any portion or feature of the site, or any other systems or networks connected to the site, or to any of the services offered on or through the site, by hacking, password "mining" or any other illegitimate means;
- (d) probe, scan or test the vulnerability of the site or any network connected to the site, nor breach the security or authentication measures on the site or any network connected to the site.
- (e) reverse look-up, trace or seek to trace any information on any other user of or visitor to the site, or any other customer of ours, including any account not owned by you, to its source;
- (f) use the site in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the site.
- (g) use any device, software or routine to interfere or attempt to interfere with the proper working of the site or any transaction being conducted on the site, or with any other person's use of the site.

4. ACCEPTABLE USE POLICY

4.1. You will not use the site in any way that:

- (a) infringes the rights of a third party, including, without limitation, copyrights, trademarks, patents, trade secrets, other intellectual property rights, privacy rights;
- (b) is (or encourages, promotes or condones activities that are) illegal, unlawful, offensive, defamatory, libellous, is threatening, pornographic, harassing, hateful, racially or ethnically offensive;
- (c) promotes, supports, contains or links to software programs, applications or websites which propagate, distribute or contain hacking software or similar applications, utilities or programs, software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (d) is designed to or does harass, threaten or abuse others;
- (e) exploits minors in a sexual or violent manner;
- (f) impersonates another person;
- (g) is generally offensive or in bad taste;
- (h) "deep links" to any portion of the site;
- (i) uses any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorised purpose without our prior express written permission;
- (j) contains in any form software viruses or such programs as including but not limited to, Trojan horses, worms, time bombs, cancel-bots, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (k) removes any copyright, trademark or other proprietary rights notices contained in or on the Site;
- (l) could damage, disable, overburden or impair the Site;
- (m) reformats or frames any portion of the web pages that are part of the Site;
- (n) interferes with another user's use and enjoyment of the Site;
- (o) harvests or collects email addresses or other contact information of users from the Site by electronic or other means;
- (p) includes materials or content of any third party without such third party's prior written consent, or materials or content that falsely expresses or implies that such materials or content are sponsored or endorsed by us and/or the Site; and/or
- (q) Is otherwise in our reasonable opinion a breach of these terms and/or applicable laws, regulations or codes of practice.

- 4.2. You are solely responsible and liable for any activity, behaviour, use and conduct you engage in relating to the Site. We have no liability and you bear the sole and exclusive risk associated with use of or reliance on the accuracy, quality, completeness, reliability or usefulness of any data, information or material in connection with your use of and registration to the site.
- 4.3. You shall indemnify us and hold us harmless from all damage, costs and expenses (including reasonable legal fees) incurred by us as a result of any claim arising out of any breach by you of these terms.

5. INTELLECTUAL PROPERTY RIGHTS AND PROTECTION

- 5.1. this site, the underlying computer code used by us to design, operate and maintain the site and/or all content and material contained within or available on the site (including without limitation all videos, text, software, photographs, graphics, page layout, and design presented through and as part of the site) is owned by and/or vests in us and is protected by intellectual property right laws throughout the world.
- 5.2. The trademarks, logos, and service marks (“trademarks”) displayed on the site are registered and unregistered trademarks of ours and others. You are not entitled to use any trademark displayed on the site for any purpose whatsoever without our prior written permission. Your misuse of the trademarks displayed on the site, or any other content on the site, except as provided in these terms, is strictly prohibited.
- 5.3. Unless expressly authorised by us, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from materials or content available on the site. Notwithstanding the above, you may use the content and materials on the site in the course of your normal, personal, non-commercial use of the site.

6. MODIFICATION, SUSPENSION AND TERMINATION

- 6.1. We reserve the right, without prejudice to any other rights and remedies available to us under these terms or generally at law, to suspend or terminate your registration or subscription and/or use of the site immediately upon being made aware of any breach or potential breach by you of these terms. We further reserve the right at any time to suspend, modify or discontinue, temporarily or permanently, any portion of the site with or without prior notice. You agree that we will not be liable to you or to any third party for any suspension, modification or discontinuance.

7. WARRANTIES AND LIMITATION OF LIABILITY

- 7.1. THE SITE, AND ALL MATERIALS, INFORMATION (INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, LINKS OR ANY INFORMATION OR MATERIALS OBTAINED OR ACCESSED THROUGH THE SITE), PRODUCTS AND SERVICES INCLUDED THEREIN ARE PROVIDED ‘AS IS,’ ‘WITH ALL FAULTS,’ ‘AS AVAILABLE,’ WITH NO WARRANTIES WHATSOEVER. WE EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM COMPUTER VIRUS, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SOME TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU AGREE THAT YOUR USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK.
- 7.2. We shall not be responsible for any connection or access to the site by you or the quality of the transmission of any information passing between you and the website. You will be responsible for providing your own communications equipment to access the site via the Internet, and the internet access charges thereon.
- 7.3. We do not warrant or represent that:
 - (a) the site will meet your requirements;
 - (b) access to the site will be uninterrupted, timely, secure, or error-free;
 - (c) the results that may be obtained from the use of the site will be accurate or reliable;
 - (d) the quality of any products, services, information, or other material purchased or obtained by you through the site will meet your expectations; and/or
 - (e) any errors in any data or software will be corrected.
- 7.4. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES WILL WE, OUR PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, DOWNLOADERS, AGENTS, AND EMPLOYEES, BE LIABLE TO YOU FOR ANY DIRECT,

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SITE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SUCH LIMITATION OF LIABILITY SHALL APPLY (I) WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), AND (II) NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY PART OF SITE YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. SOME TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

- 7.5. We are not responsible for any third-party links, services, resources or information provided on or made available through the site. Accordingly, we make no warranties and accept no liability (to the fullest extent permissible by law) regarding such third-party links, services, resources or information, including without limitation, warranties of fitness for a particular purpose, merchantability or non-infringement and will not be liable for your use of or reliance on such third-party services, resources or information.

8. GENERAL LEGAL PROVISIONS

- 8.1. We may amend these terms from time to time, and place the new version on the site. When we do so, we will place a notice advising that the terms have been changed on our homepage www.loopelectric.co.uk. Your use of the site from the date that the amended terms are placed on the Site onwards will be governed by those new terms.
- 8.2. We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.
- 8.3. These terms shall supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase, whether oral or in writing, and contain the entire agreement between us and you relating to your purchase. We advise that you print off and keep safe a copy of these terms and conditions once your order has been accepted by us. You are further advised to read (and are responsible for reading) all information on this Site fully.
- 8.4. Without limiting the foregoing, under no circumstances shall we be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.
- 8.5. We process information about you in accordance with our Privacy Policy [*INSERT Privacy Policy LINK*]. By using the site, you consent to such processing and you warrant that all data provided by you is accurate.
- 8.6. If any provision(s) of these terms are held to be invalid or unenforceable, it/they will be struck out and the other terms remain.
- 8.7. These terms are subject to the laws of England and Wales, whose courts shall be the courts of exclusive jurisdiction.