



Web Site Use Terms and Conditions

www.ulysses.co.uk

6th November 2020



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. TERMS OF WEBSITE USE

- 1.1 These terms of use (together with the Privacy Policy) tells you the terms of use on which you may make use of our website www.ulysses.co.uk ("**our site**"), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.
- 1.2 Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.
- 1.3 Our website is available in English only and it is your sole responsibility to ensure you understand the content of our site. You should contact us if there is anything you are unsure of.
- 1.4 By using our site, you confirm that you accept these terms of use and that you agree to comply with them.
- 1.5 If you do not agree to these terms of use, you must not use our site.

2. OTHER APPLICABLE TERMS

These terms of use refer to our Privacy Policy <https://ulysses.co.uk/Policies/PrivacyPolicy.pdf>, which also apply to your use of our site. Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate and truthful and you have not withheld information that you believe may be relevant or useful to us in any way.

3. INFORMATION ABOUT US

Our site is a site operated by Ulysses, a trading name of Ulysses (2000) Limited ("**We, us or our**"). We are registered in England and Wales under company number 03371318 and have our registered office at Station House, North Street, Havant, Hampshire, PO9 1QU.

4. CHANGES TO THESE TERMS

- 4.1 We may revise these terms of use at any time by amending this page.
- 4.2 Please check this page from time to time to take notice of any changes we made, as they are binding on you.

5. CHANGES TO OUR SITE

- 5.1 We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
- 5.2 We do not guarantee that our site, or any content on it, will be free from errors or omissions.

6. ACCESSING OUR SITE

- 6.1 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 6.2 You are responsible for making all arrangements necessary for you to have access to our site.
- 6.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and that they comply with them.
- 6.4 Our site is directed to people residing in the European Economic Area (from time to time). We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the European Economic Area, you do so at your own risk.

7. YOUR ACCOUNT AND PASSWORD

- 7.1 If you register as a user of our site, or are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 7.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 7.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@ulysses.co.uk.

8. YOUR OBLIGATIONS WHEN USING OUR SITE

- 8.1 Other than personally identifiable information, which is covered under our Privacy Policy (as amended from time to time), any material you transmit or post to our site shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material.
- 8.2 You are prohibited from posting or transmitting to or from our site any material:
 - 8.2.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
 - 8.2.2 for which you have not obtained all necessary licences and/or approvals;
 - 8.2.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party; or
 - 8.2.4 which is technically harmful, including (without limitation) such material referred to in clause 12.3 below.

- 8.3 You must not (or attempt to) misuse our site, including (without limitation):
 - 8.3.1 by hacking;
 - 8.3.2 contacting other users of our site by any other means other than through our site;
 - 8.3.3 using our site for illegal, unlawful or prohibited purposes, including (without limitation) sending or posting junk e-mail or spam, publishing misleading, defamatory, indecent, obscene or advertising material; or
 - 8.3.4 impersonating any other person or entity, or to use a false name or a name that they have no authority to use.
- 8.4 You shall be responsible for:
 - 8.4.1 the accuracy of all information included on your respective account and on our site;
 - 8.4.2 ensuring all information included on your respective account and on our site is kept up-to-date; and
 - 8.4.3 reporting any abuse of our site, or breach of these terms, by other users of our site.
- 8.5 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clause 8.1 or clause 8.2 above.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 We are the owner or the licensee of all intellectual property rights in our 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.
- 9.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. If you do so, the following terms shall apply:
 - 9.2.1 You must not modify the paper of any materials you have printed off in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
 - 9.2.2 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
 - 9.2.3 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 9.3 If you print off or copy any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. NO RELIANCE ON INFORMATION

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.

11. LIMITATION OF OUR LIABILITY

- 11.1 Nothing in these terms of use excludes or limits our liability for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the law of England and Wales.
- 11.2 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.
- 11.3 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:
 - 11.3.1 use of, or inability to use, our site; or
 - 11.3.2 use of or reliance on any content displayed on our site.
- 11.4 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 our site or to your downloading of any content on it, or on any website linked to it.
- 11.5 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

12. VIRUSES

- 12.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 12.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- 12.3 You must not misuse our 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 our site, the server on which our 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 our site will cease immediately.

13. LINKING TO OUR SITE

- 13.1 You may not link to our home page without our express prior permission. If permission is granted, the following terms shall apply:
 - 13.1.1 You must establish a link in a way that is fair and legal and does not damage our reputation or take advantage of it.
 - 13.1.2 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.
 - 13.1.3 You must not establish a link to our site in any website that is not owned by you.
 - 13.1.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
 - 13.1.5 We reserve the right to withdraw linking permission without notice.

14. THIRD PARTY LINKS AND RESOURCES IN OUR SITE

- 14.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.
- 14.2 We have no control over the contents of those sites or resources.

15. APPLICABLE LAW

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

16. CONTACT US

To contact us, please email info@ulysses.co.uk

Thank you for visiting our site.