

## Terms and Conditions of Web Site Use

### 1. Introduction

- 1.1. In this policy "Basilica" means Basilica Computing Limited, whose registered office is situated at No 1 Avenue One, Letchworth Business Park, Letchworth Garden City, Herts, SG6 2HB.
- 1.2. Use of the Basilica web site is subject to the following terms and conditions and the Basilica Privacy Policy which together shall be deemed to have been accepted by the use of the Basilica web site.

### 2. Intellectual Property

- 2.1. "Basilica" is a registered trademark of Basilica Computing Limited and all rights are reserved. Other product and company names and logos used on the Basilica web site may be the trademarks of their respective owners and all rights are acknowledged. Unless otherwise apparent, the use of such names and logos on the Basilica web site shall not be construed as an endorsement by Basilica.
- 2.2. The copyright and all other intellectual property in the material contained in the Basilica web site are vested in Basilica. Reproduction of part or all of the contents of the Basilica web site is prohibited save that you may print or download to a hard disk extracts from the Basilica web site for your personal and non-commercial use only. This licence to re-copy does not permit incorporation of the material or any part of it in any other work, publication or web site whether in hard copy, electronic or other format and none of the information contained in the Basilica web site may be copied or distributed for commercial purposes without the prior written consent of Basilica.

### 3. Viruses

- 3.1. Basilica recommends the installation of appropriate anti-virus software and any other necessary protective software before information is downloaded from the Basilica web site.
- 3.2. Basilica does not accept responsibility for any virus contracted as a result of visiting the Basilica web site or any other web site and will not be liable for any loss, damage, costs, expenses or claims suffered or incurred by any person as a consequence of the presence of any virus or similar item on the Basilica web site or any other web site.

### 4. Liability and Disclaimer

- 4.1. The Basilica web site contains general information only about the products and services provided by Basilica and Basilica accepts no responsibility whatsoever for the information contained on the Basilica web site or for any action taken as a result of such information and disclaims all liability in respect of such information. None of the material contained within this web site is to be relied upon as a statement or representation of fact.
- 4.2 Basilica further accepts no liability for any loss, damage, costs, expenses or claims suffered or incurred by any person as a consequence of any use or inability to use the Basilica web site. Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by the negligence or fraud of Basilica.
- 4.3 Basilica can accept no liability for any goods or services provided by third party suppliers that may be referred to and/or promoted in the Basilica web site.
- 4.4 You agree to indemnify and keep indemnified Basilica, its officers, directors, employees and agents from and against all claims, actions, demands, including without limitation all costs, expenses, losses, liabilities or proceedings arising from your use or misuse of this web site or from your breach of these conditions of use.
- 4.4 In the event that any exclusion contained in these terms shall be held to be invalid for any reason and Basilica becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to one hundred (100) Pounds Sterling. Furthermore, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **5. Links**

- 5.1. Basilica's web site may provide links to third-party web sites for your convenience and information. If you access those links, you will leave the Basilica web site. Basilica does not control the third-party sites or their privacy practices, and so cannot be held liable for their content. If you use the links to other sites you do so at your own risk and use such sites according to the terms and conditions of use of such sites. The personal data you choose to give to unrelated third parties is not covered by Basilica's Privacy Policy, and so you are encouraged to review the relevant company's privacy policy before submitting any personal information.

## **6. Transmitted Material**

- 6.1 Any material or information transmitted to or posted to this web site by any means will be treated as non-confidential and non-proprietary and may be disseminated or stored by Basilica or its affiliates for any purpose whatsoever including but not limited to developing, manufacturing and marketing products. Do not post or transmit to this site any unlawful, threatening, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any other material which could give rise to any civil or criminal liability in the territory to which this site relates.

## **7. General**

- 7.1. If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, in whole or in part, such provision shall to that extent be deemed not to form part of these terms and conditions but the enforceability of the remainder of these terms and conditions shall not be affected.
- 7.2. Basilica reserves the right to modify these terms and conditions and the terms of the Basilica Privacy Policy at any time and without notice.
- 7.3. These terms and conditions shall be governed by the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts in relation to any dispute under these terms and conditions.

# **Basilica Privacy Policy**

## **1. Introduction**

- 1.1 In this policy "Basilica" means Basilica Computing Limited, whose registered office is situated at No 1 Avenue One, Letchworth Business Park, Letchworth Garden City, Herts, SG6 2HB.
- 1.2 Basilica is committed to ensuring that your privacy is protected. This privacy policy explains how Basilica uses the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.
- 1.3 By submitting your information to Basilica by email, use of the Basilica web site or otherwise, you consent to the use of that information as set out in this policy. Basilica may from time to time modify the terms of this policy and any changes will be posted on this page.

## **2. Information Collection and Use**

- 2.1 Should you provide Basilica with your contact information (such as name, company, address, and email address) this information will only be used to contact you for the purpose for which you have expressed an interest such as, for example, the provision of information regarding the services or products offered.
- 2.2 Where your contact information has been provided to Basilica for the purpose of recruitment this information will only be used for that particular purpose.
- 2.3 Where your contact information has been provided to Basilica for the purposes of a seminar, event or similar activity to be held by Basilica, your contact information may be passed to a third party event management company to enable Basilica to facilitate the seminar, event or similar activity.

### **3. Consent**

- 3.1 By using Basilica's website you consent to our use of any personal data you submit, such use to be in accordance with this Privacy Policy.

### **4. Security**

- 4.1 Whilst Basilica takes all reasonable precautions to protect personally identifiable information from loss, misuse, alteration or destruction and complies with the Data Protection Act 1998, data transmission over the internet may not be adequately secured by the sender. As a result, Basilica cannot ensure the secure receipt of any information that is sent to Basilica by this medium and any such information is sent at your own risk.

### **5. Updating and Deleting**

- 5.1 If the contact information held by Basilica changes, or if you wish Basilica to delete certain contact information from Basilica's records, please let Basilica know by sending an email to the Basilica email contact address.