

DISTINKT CARDS

Website terms & conditions

1. Definitions

In the context of these terms of use, the following words shall have the following meanings:

"Distinkt Cards", "our", "us", or "we" means Distinkt Cards Ltd, a company limited by guarantee registered under number 08162736,

having its registered office at: North Farm Road, Tunbridge Wells TN2 3BW;

"you", "your" and "yours" are references to you the person accessing this Website;

"Website" means our websites, www.distinktcards.co.uk and www.distinktcards.com, on which these Terms of Use are displayed;

"The Material" means all of the information, data, text, graphics, links or computer code published on, contained or available on the Website.

2. Applicable terms

The Website is owned by Distinkt Cards and your use made of this site (including registrations made via the Website), is subject to these terms of use. Distinkt Cards reserves the right to modify or revise these terms of use at any time by updating the text of this page. Your continued use of the Website after any changes have been made constitutes your acceptance of the modified terms of use.

3. Our Website

- 3.1 The Material available on the Website may vary from time to time without notice to you. This is in order to ensure that the Website is as up to date as possible.
- 3.2 We aim to have the site available at all times, however, you will appreciate that we cannot guarantee this or that it will be error free and we cannot accept liability for any issues that this may cause. We aim to keep the Website as up to date as possible; all product descriptions displayed on the Website are correct at the time the information is entered however the information appearing at the time may not always reflect the position exactly at the time you place your order.

- 3.3 You must not interfere with the working of our Website nor must you circumvent security on the site, tamper with, or hack into, or otherwise attempt to disrupt our computer system, server, website, router or any other internet connected device or service. You must not use the Website to gain unauthorised access to any other computer system or website.
- 3.4 Our Website is intended for your personal use only (which must be reasonable and not offensive, abusive or in breach of any law or order). It is not for commercial use and you are not permitted to access, use or copy any material or information on this website for any commercial or unlawful purpose.

4. Use of the Website

- 4.1 You are entitled to view any parts of the Website which are not password protected and to use for your own purposes the information set out in the Website provided it is used for information purposes or for reproduction for your personal use only.
- 4.2 You may not use any of the information for reproduction on any other website or for commercial gain.
- 4.3 If you wish to create a link to the Website you must notify Distinkt Cards and obtain Distinkt Cards's approval for the link before it is created.
- 4.4 You must not copy, store, nor transmit in any form or by any means to any third party any part of the Website without the written permission of Distinkt Cards.

5. Copyright and trade marks

- 5.1 Distinkt Cards, or those who supply the content of the Material, owns copyright in the Material. Ownership in, and all rights created in relation to the Website and any trade marks or marks used on the site vest in us absolutely unless otherwise indicated. Unauthorised use of the Material including our trade marks or marks including reproduction, storage, modification, distribution or republication without the prior written consent of Distinkt Cards or, where applicable, the respective copyright owner(s) is prohibited.

- 5.2 The names and logos of Distinkt Cards and all related product and service names, designs and slogans are the trade names, service marks or trade marks of Distinkt Cards and may not be used without the prior consent of Distinkt Cards.
- 5.3 All works in the nature of databases attract database rights.

6. Disclaimer and warranty

- 6.1 The Website is intended to provide general information only and has not been written to meet individual requirements. It is your sole responsibility to satisfy yourself that the information is appropriate for you prior to using the information in any way for your purposes. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in this Website.
- 6.2 Whilst Distinkt Cards has taken every precaution in compiling this Website it does not represent or warrant that the information accessible via the Website is accurate, complete or error free. Therefore, neither it nor any contributors to the site can be held responsible for any action (or the lack thereof) taken by any person or organisation wherever they shall be based, as a result, direct or otherwise, on information contained in or accessed through this Website. We cannot warrant that use of the website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy. This does not affect your statutory rights as a consumer.
- 6.3 Distinkt Cards has no liability whatsoever in respect of any use which you make of such information except in the case of personal injury or death caused by the negligence of Distinkt Cards.
- 6.4 Distinkt Cards does not represent or warrant that the Website or the server are free from viruses or bugs. Therefore no liability is accepted for damage caused through the downloading of viruses and you are recommended to take all appropriate safeguards before downloading information from the Website.

- 6.5 Whilst Distinkt Cards makes all reasonable attempts to exclude viruses from the Website it cannot ensure such exclusion and no liability is accepted for damage caused through the downloading of viruses. Therefore, you are recommended to take all appropriate safeguards before downloading information from the Website.
- 6.6 Distinkt Cards hereby disclaims all warranties and conditions with regard to the Material and any goods or services supplied in relation to the Website, whether express or implied or statutory (including all implied warranties and conditions of merchantability and fitness for a particular purpose). In no event shall Distinkt Cards be liable for any indirect, punitive, special, incidental, or consequential damages whatsoever even if Distinkt Cards has been advised of the possibility of damages including, without limitation, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of the Website, interruptions or delays to the Website, the provision of or failure to provide services, or for any information, Material, goods and services obtained through the Website or otherwise arising out of the use of the Website, whether based on contract, tort or otherwise to the fullest extent permitted by law.

7. Your warranty and indemnity

- 7.1 You agree to use this Website only for lawful purposes, and in a way which does not infringe the rights of, restrict, or inhibit the use and enjoyment of this site by any third party (which includes, without limitation, conduct which is unlawful or which may harass or cause distress or inconvenience to any person, the transmission of obscene or offensive material or disruption of normal flow of dialogue within this Website).
- 7.2 You will indemnify Distinkt Cards, its employees and agents, and keep them harmless against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against Distinkt Cards, its employees and agents, as a result of your use of the Website, the Material or any part thereof for whatever purpose, to the fullest extent permitted by law.

8. Third party websites

The Website could contain links to websites operated by parties other than Distinkt Cards. Such links are provided for your convenience only. Distinkt Cards does not control such websites, and is not responsible for their content. Distinkt Cards does not endorse any material on such websites. Therefore you are solely responsible for assessing the value and integrity of the information contained on and also any goods and services offered by such websites.

9. Privacy and data protection

Please see our Privacy Policy, a copy of which can be found on this Website.

10. General

- 10.1 If any provisions of these terms of use are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.
- 10.2 Any failure of Distinkt Cards to exercise or enforce any of its rights under these terms and conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the subsequent exercise or enforcement or any such rights.

11. Jurisdiction

The terms of use and your use of the Website shall be governed by the laws of England and Wales. Any disputes arising out of or in relation to the Website and/or transactions carried out on the Website or these terms of use shall be subject to the exclusive jurisdiction of the English courts.