



## Prophet Group - Website Terms of Use

### INTRODUCTION

These Terms of Use form the basis upon which you are entitled to access this Website. By using this Website you agree to be legally bound by these Terms of Use, which shall take effect immediately upon your first use of this Website.

Please read this page carefully. If you do not agree with the contents of these Terms of Use, do not utilise this Website.

For more information about who we are, click About Us.

Any reference to "Website" shall be a reference to the website provided by us which is <http://www.prophetgroup.com>

### INTELLECTUAL PROPERTY RIGHTS

Unless otherwise acknowledged by us, all proprietary and other intellectual property rights (including any copyright, trade mark, design right and database right) in this Website, belong to us.

We grant to you, a non-exclusive, royalty free licence to access Website from a single computer at any one time, subject to these Terms of Use.

### RESTRICTIONS

For the avoidance of doubt you shall not, without our prior written consent, be entitled to:

- copy, adapt, store or distribute this Website;
- redistribute or resell the Website;
- make any attempt whatsoever to reverse compile, re-engineer, hack or crack any part of the Website;
- utilise the Website in a manner, which is not strictly in accordance with accepted internet usage standards and protocols.

### LINKS TO THIS WEBSITE BY YOU

Any implied licence to access this Website or its content by way of hypertext link, deep-linking, tagging or framing ("Links") is explicitly revoked.

No party (including you) shall be entitled (nor shall you assist others) to set up Links from any third party websites to this Website, unless the said Links are made directly to the home page of this Website.

### THIRD PARTY LINKS

This Website contains hypertext links to third party websites. Such hypertext links are provided for reference purposes only.

We do not control or operate these websites, and shall not be responsible for their content, whatever that might be.

The inclusion of any hypertext links within this Website shall not under any circumstances imply any such endorsement by us of the material on any such websites being linked too.

## **LIABILITY**

The Website is provided "AS IS" and on an "AS AVAILABLE" basis without any representations of any kind of warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

In no event shall we be liable (whether in contract or tort (including negligence or breach of statutory duty) or otherwise) for any losses or damage sustained and arising out of or in connection with use of the Website including, without limitation, loss of profits, loss of data or loss of goodwill (in all these cases whether direct or indirect) nor any indirect, consequential or special loss.

We do not warrant that the functions contained in the Website will be uninterrupted or error free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs

We do not seek to exclude liability for death or personal injury.

## **AMENDMENT OF TERMS**

We may amend and edit these Terms of Use from time to time, and without your prior consent.

It is your responsibility to revisit this page from time to time to re-read this notice. Any revised Terms of Use shall take effect as at the date of their posting.

## **JURISDICTION AND CHOICE OF LAW**

These Terms of Use shall be governed by the laws of England & Wales, and you shall submit to the exclusive jurisdiction of the English Courts.

If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.