

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our website www.ninjadry.com ("the Website").

How to contact us

The Website is operated by Ninjadry. You can contact us at support@ninjadry.com.

By using the Website you accept these terms

By using the Website, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use the Website.

There are other terms that may apply to you

These terms of use refer to our privacy policy, which also apply to your use of the Website. 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 the Website, you consent to such processing and you warrant that all data provided by you is accurate.

If you purchase goods or services from the Website, our terms and conditions of supply will apply to your order.

Changes to these terms, the Website, and operation of site

We amend these terms from time to time. Every time you wish to use the Website, please check these terms to ensure you understand the terms that apply at that time.

We may update and change the Website from time to time. We will try to give you reasonable notice of any major changes.

The Website is made available free of charge. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

The Website is directed to people residing in the United Kingdom. We do not represent that content available on or through the Website is appropriate for use or available in other locations.

You must keep your account details safe

If you choose, or you 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.

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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@ninjadry.com.

How you may use material on the Website

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

We are not responsible for websites we link to

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

The Website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us.

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our terms and conditions of supply.

We exclude all implied conditions, warranties, representations or other terms that may apply to the Website or any content on it.

We will not be liable to you 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:

- use of, or inability to use, the Website or
- use of or reliance on any content displayed on the Website.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue
- business interruption
- loss of anticipated savings
- loss of business opportunity, goodwill or reputation or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide the Website for domestic and private use. You agree not to use the Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are not responsible for viruses and you must not introduce them

We do not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website 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 the Website will cease immediately.

Rules about linking to the Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

You must not establish a link to the Website in any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on the Website other than that set out above, please contact us.

Jurisdiction

These terms of use, their subject matter and their formation, are governed by the laws of Northern Ireland. You and we both agree that the courts of Northern Ireland will have exclusive jurisdiction.

Our trademarks are registered

"Ninjadry" and our logo are registered trademarks. You are not permitted to use them without our approval.

Contact

Questions, comments and requests regarding these terms are welcomed and should be addressed to support@ninjadry.com.

Ninjadry

1 September 2017