

# Tuto website - usage terms & conditions

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## **Site Access**

Access to our website is made available to you free of charge.

You are responsible for making all arrangements necessary for you to have access to our site.

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 other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. 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 United Kingdom, you do so at your own risk.

## **Use of Website**

You are permitted to use our Website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

No part of this Website may be reproduced or republished without our prior written permission.

## **Site Uptime**

We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if this Website is unavailable at any time.

This Website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

## **Visitor Conduct**

With the exception of personally identifiable information, the use of which is covered under our Data Protection and Privacy Policy, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

When using this website, you shall not post or send to or from this Website any material:

1. for which you have not obtained all necessary consents;
2. that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;

3. which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of the provisions herein.

### **Links to and From Other Websites**

Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third-party website and have no control or responsibility for such third-party websites or their content. We do not endorse the third-party websites or make representations about them or any material contained in them. If you choose to access a third-party website linked to from this Website, it is at your own risk.

If you would like to link to this Website this can only be done with our express written consent and you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions:

1. You do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us and confirmed in writing.
2. You do not misrepresent your relationship with us or present any false information about us.
3. You do not link from a website that is not owned by you, or for which you do not have permission to place links
4. Your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the United Kingdom.

If you choose to link to our website in breach of these provisions you shall fully indemnify us for any loss or damage suffered as a result of your actions.

### **Disclaimer**

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this Website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

The content on our site 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.

## **Exclusion of Liability**

Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of or inability to use, or reliance on content of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of the United Kingdom.

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.

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:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that 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.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site 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 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.

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 any third-party website/s or third-party service provider.

## **Intellectual Property**

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.

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.

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 our site must always be acknowledged.

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.

If you print off, copy or download 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.

### **Uploading Content to Our Site**

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of the Site] a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

You are solely responsible for securing and backing up your content.

### **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses.

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.

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.

### **Linking to Our Site**

Subject to receiving our express written consent, 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 our site in any website that is not owned by you or for which you do not have permission to place Links.

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.

We reserve the right to withdraw linking permission without notice.

### **Third Party Links and Resources in Our Site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

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

### **Governing Jurisdiction**

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Cookies**

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our websites and also allows us to improve our sites. As stated in the banner shown when you first visit, by continuing to browse the site, you are agreeing to our use of cookies on that site.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer. **By using the website, you are agreeing to using cookies.** Cookies contain information that is transferred to your computer's hard drive. Our sites may use one or more of the following sorts of cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our websites. They include, for example, cookies that enable you to log into secure areas.
- **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around a website when they are using it. This helps us to improve the way our websites work, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to a website. This enables us to personalise our content for you and remember your preferences.
- **Targeting cookies.** These cookies record your visit to our websites, the pages you have visited and the links you have followed. We will use this information to make our websites and the advertising displayed on it more relevant to your interests.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

Examples of third party cookies providing external services include

- [Google Analytics](#)
- [Twitter](#)
- [Facebook](#)
- [Pinterest](#)
- [LinkedIn](#)
- [Instagram](#)
- [Google+](#)

Further information about them may be obtained from their respective websites.

If you wish to find out more about cookies, you may like to visit <http://www.aboutcookies.org/> which is an independent third-party resource that explains what cookies and clear gifs are and how you may manage them. Please note that we are not responsible for, and have no control over the content of this third-party website.

You may block cookies by activating the setting on your browser that allows you to disable the use of them. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our websites.

Except for strictly necessary and functional cookies, cookies will expire after within two years.