

# ANCHOR DATA SYSTEMS (NI) LTD - WEBSITE TERMS & CONDITIONS

## Website - Terms and Conditions for General Usage

Website: [www.AnchorData.co.uk](http://www.AnchorData.co.uk) – a trading name of Anchor Data Systems (NI) Ltd.

### 1. Acceptance of Terms of Use and Amendments.

Each time you use or cause access to this web site, you agree to be bound by these Terms of Use, as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this web site, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms of Use. Please see our Privacy Policy, which is incorporated into these Terms of Use by reference.

### 2. Our Service.

Our web site and services provided to you on and through our web site on an "AS IS" basis. You agree that the owners of this web site exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this web site and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

### 3. Your Responsibilities and Registration Obligations.

In order to use this web site, you must or may be asked to register on our site and agree to provide truthful information when requested. When registering, you explicitly agree to our Terms of Use and as may be modified by us from time to time and available here.

### 4. Privacy Policy.

Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy.

### 5. Registration and Password.

You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your registration, user account or password.

### 6. Your Conduct.

You agree that our web site may expose you to Content that may be objectionable or offensive. We shall not be responsible to you in any way for the Content that appears on this web site nor for any error or omission.

You explicitly agree, in using this web site or any service provided, that you shall not:

- provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortuous, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this web site or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;
- impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you;
- collect or harvest any data about other users;
- provide or use this web site and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;
- provide any Content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets;
- infringe on any copyrights or intellectual property rights;
- offer for sale, promote, advertise, through an Anchor Data Systems (NI) Ltd site: weaponry, items designed to restrain or hurt or harm or inconvenience people, drugs or narcotics, tobacco, substances which may be used - or advertised as such - to achieve hallucinogenic effects, pornography, alcohol, racially offensive, or carry out, promote, or advertise any manner of illegal activities. Anchor Data Systems (NI) Ltd reserves the right to report any breaches of this nature to the relevant law authorities. Anchor Data Systems (NI) Ltd reserves the right to make judgements upon what is permissible to sell through Anchor Data Systems (NI) Ltd websites. Furthermore, you agree that:
- you own the right to publish any and all material you provide Anchor Data Systems (NI) Ltd for use within an AnchorData.co.uk site, and will grant Anchor Data Systems (NI) Ltd the rights to use these materials to bolster the performance of Anchor Data Systems (NI) Ltd. In addition, you agree you will not:
  - Ask potential customers to contact you directly, via email, instant messenger, or by any other means to buy a product
  - Contact customers to request they pay you via means other than the supported Anchor Data Systems (NI) Ltd payment providers
  - Try to circumvent any systems AnchorData.co.uk has in place, including attempting to change the site to remove or obscure the Anchor Data Systems (NI) Ltd advertising bar or other component placed on stores by Anchor Data Systems (NI) Ltd.
  - Log in, or attempt to log in, to a store which is not maintained by you.

### 7. Third Party Services.

Goods and services of third parties may be advertised and/or made available on or through this web site. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

### 8. Indemnification.

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable legal fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this web site or service, your violation of this Terms of Use or any other violation of the rights of another person or party.

### 9. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEB SITE AND ANY SERVICES OR CONTENT PROVIDED (THE "SERVICE") IS MADE AVAILABLE AND PROVIDED TO YOU AT YOUR OWN RISK. IT IS PROVIDED TO YOU "AS IS" AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY, IMPLIED OR EXPRESS, THAT ANY PART OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OF ANY QUALITY, NOR THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. YOU UNDERSTAND AND AGREE THAT NEITHER WE NOR ANY PARTICIPANT IN THE SERVICE PROVIDES PROFESSIONAL ADVICE OF ANY KIND AND THAT USE OF SUCH ADVICE OR ANY OTHER INFORMATION IS SOLELY AT YOUR OWN RISK AND WITHOUT OUR LIABILITY OF ANY KIND. Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.

### 10. LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST TO OBTAIN SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

### 11. Reservation of Rights.

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our web site, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our web site or service without our prior written consent.

### 12. Notification of Copyright Infringement.

If you believe that your property has been used in any way that would be considered copyright infringement or a violation of your intellectual property rights, our copyright agent may be contacted at the following address:

### 13. Applicable Law.

You agree that this Terms of Use and any dispute arising out of your use of this web site or our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this web site is located, without regard to its conflict of law provisions. By registering or using this web site and service you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this web site is located.

### 14. Miscellaneous Information.

(i) In the event that this Terms of Use conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of this Terms of Use will remain valid and intact; (ii) The failure of either party to assert any right under this Terms of Use shall not be considered a waiver of any that party's right and that right will remain in full force and effect; (iii) You agree that without regard to any statute or contrary law that any claim or cause arising out of this web site or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred; (iv) We may assign our rights and obligations under this Terms of Use and we shall be relieved of any further obligation.

### 15. Consent.

By continuing to browse or otherwise accessing the web site, you signal acceptance of the terms and disclaimer set out above. If you do not accept any of these terms, leave this Web Site now. By logging into [www.AnchorData.co.uk](http://www.AnchorData.co.uk) using any Anchor Data Systems Ltd site you signal that you accept these terms and conditions in full.

### 16. Content and Materials.

Anchor Data Systems (NI) Ltd may use your website to show potential clients examples of what we do. This includes product images and descriptive text, as well as links to your site. Anchor Data Systems (NI) Ltd may help market your items for sale through "showcases" and other product search sites, i.e. Google Product Search (Froogle), Kelkoo, etc, in an effort to increase your sales.

### 17. Interpretation.

Where permissible by law, Anchor Data Systems (NI) Ltd is the sole arbiter of the meaning and context of these terms and conditions. Anchor Data Systems (NI) Ltd, Head Office: Unit 36 North City Business Centre, Duncairn Gardens, Belfast, Co. Antrim, Northern Ireland, BT15 2GG, Tel: (UK) +44 (0) 28 9074 0315, Email: [enquiries@AnchorData.co.uk](mailto:enquiries@AnchorData.co.uk), Web: [www.AnchorData.co.uk](http://www.AnchorData.co.uk), Reg No: 030115, VAT Reg No: GB 667 7783 66, Reg Office: 64 Lisburn Road, Belfast, Co. Antrim, N. Ireland, BT9 6AF.

### 18. Usage data.

In the course of managing and optimising stores, Anchor Data Systems (NI) Ltd monitors the activity of sites to develop better selling techniques for our clients. This information resides on our servers and is never passed on to a third party, and never used for marketing purposes. This information is held purely to provide statistical analysis and trace errors, in an effort to benefit our clients.

### 19. Inactivity.

Anchor Data Systems (NI) Ltd reserves the right to terminate without notice inactive users. For the purposes of this operation, inactive means that we receive complaints or a failure to log in to a store within any three month period.

### 20. Requirements.

The Anchor Data Systems(NI) Ltd Website, primarily located at <http://anchordata.co.uk> is designed for use in Microsoft Internet Explorer 7 and later. Support for other browsers may not be provided.

### 21. Updates.

From time to time Anchor Data Systems (NI) Ltd must be disabled for updates - i.e. important security updates or software upgrades. Where possible notice will be given of this down-time. An example of an update which will receive no notice is a critical security update which closes a loophole detrimental to our shoppers' security or experience.

### Notice:

Anchor Data Systems (NI) Ltd reserves the right to terminate sites without prior notice should the site be selling or promoting anything considered by Anchor Data Systems (NI) Ltd unsavoury or unsuitable. Complaints against a site should be directed to our office which can be reached by emailing [enquiries@anchordata.co.uk](mailto:enquiries@anchordata.co.uk). Anchor Data Systems (NI) Ltd will openly work with law enforcement agencies to help with any investigations.

Furthermore, visitors are referred to [Nochex's Consumer Xtra Service](#) & [PayPal's Acceptable Use Policy](#). We will co-operate fully with PayPal and Nochex to deal with Anchor Data Systems (NI) Ltd sites that utilise PayPal or Nochex as a payment platform, and that fail to comply to these standards. Sites that are found in breach of these terms will be terminated without notice. As more Payment Providers are added to the bank of companies Anchor Data Systems (NI) Ltd uses, their terms of use become incorporated into our terms of use, and site owners must comply with the terms of use of their merchant provider. It is the sole responsibility of the client to ensure their store meets their merchant provider's terms and usage policies. Should a store use an alternate payment provider, the store owner (defined as any person in control of the credentials to log in to that store's control panel) must ensure that all goods sold fit in with their chosen payment provider's (or providers') terms of use. Anchor Data Systems (NI) Ltd operates a policy of ethical use determined by the staff at the Anchor Data Systems (NI) Ltd Offices. Stores deemed by Anchor Data Systems (NI) Ltd to be unsuitable in any respect may be closed without notice.