

Website Terms and Conditions

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the www.quantumdesign.co.uk website (the "Service") operated by Quantum Design ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Service.

Use of our Site includes accessing, browsing, or registering to use our Site.

1. Who we are and how to contact us?

The Site is operated by Quantum Design, a design consultancy, at Greystones House, Pyrford Road, Surrey KT14 6QY, United Kingdom.

To contact us, please email tony.hart@quantumdesign.co.uk

2. Other applicable terms

These terms and conditions also refer to the following additional terms, which also apply to your use of our Site:

- (a) Our Privacy Notice: This sets out the way in which we process any personal information collected from you or provided to us by you.
- (b) Our Cookie Notice: This sets out information about the cookies on our Site.
- (c) Our Reasonable Use Policy: This sets out permitted uses and prohibited uses of our Site. When using our Site, you must comply with this policy.

3. Changes to our Site and these terms

We may update our Site and change the content from time to time to reflect changes in our offering and our organisation's priorities. We will take reasonable steps to notify you of any major changes.

We may amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time. We will take reasonable steps to notify you of any major changes, for example by placing a notice on the Site. These terms were most recently updated on 1st October 2020.

4. Accessing our Site

You may only use the Site in accordance with these terms and conditions and for lawful and proper purposes.

We do not guarantee that our Site, or any content on it, will always be available. We may suspend, withdraw, change, or discontinue any part of our Site for business and operational reasons without notice.

You are responsible for ensuring that any persons who access our Site through your internet connection are aware of our terms and that they comply with them.

The downloading or other use of the material on the Site is done at your own discretion and risk, and with your agreement that you will be solely responsible for any damage to your computer system, loss of data or other harm that may result from such activities. **Quantum Design** will not be liable to you for any such damage or loss that may arise in connection with or as a result of your use of the Site, or in connection with your use of other websites linked to the Site.

Your access to the Site may be suspended, blocked, or terminated at any time without prior written notice thereof if you fail to comply with these terms.

Whilst we welcome all visitors to this Site, we cannot guarantee that the Site are appropriate or available for use in any territory. Those who visit the Site from outside the UK are responsible for complying with all applicable laws. If use of the Site breaches any law in your jurisdiction(s), you may not use the Site and you must exit immediately.

Our Site is directed at those over the age of 18 years. By accessing our Site, you confirm that you are over the age of 18 years. If you are not over the age of 18 years, please do not use our Site.

5. Your account and password

If you choose or are provided with a user identification code, password, or any other information as part of our security procedures or for any of our services, you must treat this information as confidential. You must not disclose it to any third party. You must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

We have the right to disable any user identification code, 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 our terms (including the Reasonable Use Policy).

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You should email:

6. How you may use material on our Site

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.

No content from the Site may be copied, used, or reproduced without our prior written consent, except:

(a) where extracts are downloaded or printed for personal and non-commercial use; or

where text is reproduced for the purpose of reporting in news publications provided that the text is reproduced accurately and fairly and not in a manner that could confuse or mislead others or cause damage to **Quantum Design** or its reputation and provided that the Site is acknowledged as the source of the information.

However, in no circumstances may you use graphics, trademarks, logos, designs, images, or photographs from the Site except with our prior written consent. Please send your written requests to use such content to:

You must always retain the dateline or credit to **Quantum Design** acknowledging us at the end of the article (and any identified contributors) as

the authors of the content. If you publish the content online, you must include a link to our site www.quantumdesign.co.uk

7. Linking to our Site

You may link to our Site, 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 create a link to our Site in such a way that it suggests any form of association, approval, or endorsement on our part without prior written consent.

8. Third party links and resources on our site

Where our Site contains links to other sites, these links are provided for your information only. We have no control over the contents of those sites.

This Site may include information and materials uploaded by third parties. This information and these materials have not been verified or approved by us. The views expressed by others on our site do not necessarily represent our views or values.

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

9. No reliance on information

Content on our Site is provided for general information only, it is not intended to amount to advice on which you should rely. Before taking, or refraining from, any action on the basis of content on our Site you should obtain professional advice.

We make every reasonable effort to update information on our Site, we make no warranties or guarantees that the content on our Site is accurate, complete, or up to date. We also make no warranties or guarantees that the content on our Site published in languages other than English are free from errors of translation.

All opinions expressed in any articles or other authored material on our Site are those of the respective authors themselves and do not necessarily represent the views of **Quantum Design**.

10. Uploading content to our Site

If you make use of any feature that allows you to upload content to our Site, or make contact with other users of our Site, you must comply with the content standards.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Site will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose, provided such purpose is aligned with our charitable objects.

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

You are responsible for the content you post on the Site. 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.

We have the right to remove any posting you make on our Site if we feel your post does not comply with the content standards.

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

11. Responsibility for use of the Site

We cannot guarantee that the Site will be uninterrupted or error free, or that your use of them (or any material you download from it) will be free of viruses or harmful material. You are responsible for ensuring that your computer, mobile device, and operating system are suitable to use, and compatible with, the Site.

It is your responsibility to ensure that (as applicable) your computer or mobile operating system (including, but not limited to, your hardware, software, and data) is not damaged by your use of the Site.

You must not misuse our Site 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 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.

You will be assumed to have obtained permission from the owners of any mobile device that are controlled, but not owned by you, and are used by you to view or access the Site, or download anything from them. You and they may be charged by your and their service provider for internet access on that device, and you accept responsibility in accordance with these terms and conditions for the use of the Site on or in relation to any device, whether or not it is owned by you.

We take no responsibility and assume no liability for any content that you or any other user or third-party posts or sends using the Site (whether or not such action is permitted or supported via the Site).

In circumstances where you suffer loss or damage arising out of or in connection with your use or viewing of the Site, we accept no liability.

The limitations and exclusions above only apply to the extent permitted by law.

12. How we may use your personal information

We will only use your personal information as set out in our Privacy Notice.

13. Which country's laws apply to any disputes?

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provision, save where you live in any other part of the United Kingdom, in which case the law and courts of that place shall apply.