TERMS & CONDITIONS

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1. Terms and Conditions

This website is provided for use by people aged 18 or over only. By continuing to use this site you are confirming that you are at least 18 years of age, and accept the terms and conditions outlined below. If you are under 18, or do not accept these terms and conditions, you must leave this website immediately. These terms and conditions supplement the <u>main terms and conditions</u> that apply to all Fontem Ventures BV websites.

2. Contact details

If you have any queries or complaints, please contact: support@blu.co.uk

3. Ownership of materials and license terms

This website and the materials on it are protected by copyright, trademark and other intellectual property rights and laws throughout the world, and are owned by, or are licensed to, Fontem Ventures BV and/or third parties. You are permitted to display the materials on this website on a computer screen or mobile device, and to download and print a hard copy for your personal use, provided you do not alter or remove any of the content or any part of the website without our express permission to do so, and that you do not change or delete any copyright, trademark or other proprietary notices.

By visiting this website, you agree not to use this website or any of the materials on it for:

- Any unlawful purpose or in contravention of applicable law
- Commercial exploitation without our prior written consent
- Any purpose or in any manner that may give a false or misleading impression of us, our staff or our services
- Use, uploading or transmitting:

- any material that is defamatory, offensive, obscene or otherwise unlawful, or which may cause offence or distress or which may affect or infringe the rights of any other person
- Any device, software, file or mechanism which may interfere with the proper operation of this website or our systems
- Do anything that may interfere with or disrupt this website or our service
- Encourage or permit others to do any of the above

Suitability of materials

We do not give any assurance that the materials provided or available to you on or through this website are suitable for your requirements or that they will be secure, error or virus free and we will have no liability in respect of those materials.

Website availability

This website is provided free of charge and we make no guarantee that it will be uninterrupted or error free. We reserve the right to modify, suspend or withdraw the whole or any part of the website or any of its content at any time without notice and without incurring any liability.

Security

Internet transmissions are never completely private or secure and there is a risk therefore that any message or information you send to us from this website may be intercepted and potentially read by others. We will have no liability in respect of any transmissions you send to us and you do so entirely at your own risk.

Links from this website

We may, from time to time, provide links from this website to websites that are owned and controlled by third parties and Fontem Ventures BV. These links are provided only for your convenience and we have no control over and will have no liability in respect of those websites.

Accuracy of information

We take care to ensure that all information available on our website is accurate, however, information on outlets is continually developing and, occasionally, the information we put on this website may be out of date. We reserve the right to change such information at any time. Any newsletters, blogs and other items offering information have been prepared for general interest only and are not a substitute for specific professional advice and should not be read or used as such.

Disclaimer

Fontem Ventures BV does not warrant or proclaim that the material on this website is accurate, complete or current, or that the website will be free of defects or viruses.

Nothing contained in the pages of this website should be construed as legal, financial or professional advice. Detailed professional advice should be obtained before taking or refraining from any action based on any of the information or material contained in this website.

Use of this website outside England and Wales

Fontem Ventures BV makes no claims that any or all of the content of this website may be lawfully viewed or downloaded outside England and Wales and, unless otherwise specifically stated, the content and this website is directed solely at users who access this website from England and Wales. *If you choose to access the website from outside England and Wales, you do so at your own risk, and are responsible for compliance with the laws of your jurisdiction.*

Liability for our mistakes

We will not be liable for any loss or damage in contract, negligence or otherwise where:

- There is no breach of a legal duty of care owed to you by us
- The loss or damage is not a reasonably foreseeable result of an such breach
- Any loss or damage (or increase in loss or damage) results from a breach by you of these terms and conditions
- Nothing in these Terms and Conditions excludes or limits our liability for fraudulent misrepresentation or for death or personal injury caused by our negligence
- Nothing in these Terms and Conditions shall affect your statutory rights

Third party rights

Nothing in these Terms and Conditions is intended to, nor shall it confer a benefit on any third party under the Contracts (Rights of Third Parties) Act 1999, and a person who is not a party to these Terms and Conditions has no rights to enforce them.

Waiver

No delay or decision not to enforce rights under these terms and conditions will constitute a waiver of the right to do so, and will not affect rights in relation to any subsequent breach.

Governing law

These Terms and Conditions are subject to the laws of England and Wales and each of us hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

We reserve the right to change these terms and conditions at any time. When a new version is posted on this website, it will take effect immediately.

If you use the website after the new Terms and Conditions come into effect, you indicate your agreement to be bound by the new Terms and Conditions.