



TERMS OF USE

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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our website <https://dalmatian.co.uk> (our site). By using our site, 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 our site.

WHO WE ARE

<https://dalmatian.co.uk> is a site operated by Dalmatian Systems Limited ("We"). We are registered in England and Wales under company number 10058489 and have our registered office at Ransom Hall South, Ransom Wood Business Park, Mansfield Nottinghamshire NG21 0HJ. Our VAT number is 246 721503.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

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

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

Our Cookie Policy, which sets out information about the cookies on our site.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these Terms from time to time by posting an updated version to this Web page. Please check these Terms periodically to review the most current Terms. You agree to any changes if you continue to use our site after the Terms have been updated.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities.

WE MAY SUSPEND OR WITHDRAW OUR SITE

We do not guarantee that our site, 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 our site for business and operational reasons.

We will try to give you reasonable notice of any suspension or withdrawal.

USER RESPONSABILITIES

You must not share your password or let anyone else access your account or take any action which may jeopardise the security of your account.

If you are under the age of 18 you must seek supervision from a parent or legal guardian whilst using our site. If you are under the age of 16 you are not permitted to use our site.

Users are permitted to create one personal account only and are not permitted to create an account on behalf of another.

You must not transfer your account to anyone without our prior written permission.

You agree that all information uploaded is accurate, up to date and not misleading.

You must not upload any content which is illegal, breaches copyright or trademark, is offensive, discriminatory or harassing.

You must not aggregate or use any content of our site except in a way that is permitted by these terms.

By using our site, you also agree to comply with our acceptable use policy.

Users who violate these Terms may have their accounts suspended or deleted at our discretion.

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.

All source code making up our site is also protected by our copyright and You must not attempt to extract source code from us, unless you are expressly permitted to do so. 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.

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

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.

If you print off, copy, extract 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 you have made.

OUR TRADE MARKS

The Dalmatian Systems Limited logo shown at the top of our website is a trademark of Dalmatian Systems Ltd. You are not permitted to use them without our approval,

unless they are part of material you are using as permitted under How you may use material on our site.

RULES ABOUT LINKING TO OUR SITE

You may link to any of our external pages, 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.

You must not charge users to link to any page on our website.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than our external pages.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our site other than that set out above, please contact legal@dalmatiansystems.co.uk.

DO NOT RELY ON INFORMATION ON THIS SITE

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 our site.

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

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

We may add and remove third party job listings to our job search including links to third party websites.

We are not responsible for any content on these sites, protection of information or loss or damage that may come from your use of third party sites.

You agree to release us from any claims or disputes that may come from using these websites.

Where our site 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

This 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 our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on legal@dalmatiansystems.co.uk.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy.

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 and make public 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 our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

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

RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD (BUSINESS USERS ONLY)

When you upload or post content to our site, you grant us the following rights to use that content:

- A perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media.

NOTIFYING US OF A COPYRIGHT OR TRADEMARK INFRINGEMENT

If you believe Your copyrighted work or trademark has been uploaded to our site please contact us at legal@dalmatiansystems.co.uk or write to us at Dalmatian Systems Limited, Ransom Hall South, Ransom Wood Business Park, Mansfield Nottinghamshire NG21 0HJ

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU WHETHER

YOU ARE A CONSUMER OR A BUSINESS USER:

- 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 services to you, which will be set out in our Terms and Conditions of supply.

IF YOU ARE A BUSINESS USER:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site 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, our site; or
 - use of or reliance on any content displayed on our site.
- 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 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.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice

to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

Whilst we make every effort 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 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 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-ofservice 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.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts

of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their 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.

CONTACTING US

If You wish to contact us you may do so by contacting hello@dalmatiansystems.co.uk.

If you wish to request content be removed from our site because it; breaches copyright laws, contains personal data or is considered to be obscene or defamatory, please do so by contacting legal@dalmatiansystems.co.uk.