

## **Website Terms of Use**

**Last updated 1<sup>st</sup> March 2021**

This website (www.Calrec.com) (the "**Website**") is owned and operated by Calrec Audio Ltd ("**Calrec**", "**we**", "**us**", or "**our**" as the context dictates), a company incorporated in England and Wales under company number 02392336, and having its registered office Calrec Audio Ltd, Nutclough Mill, Victoria Road, Hebden Bridge, HX7 8EZ.

These terms ("**Terms**") govern your use of the Website. Please read them carefully before you use the Website. If you do not accept them, please discontinue your use of the Website with immediate effect. By continuing to use the Website, you accept and agree to be bound by these Terms.

These Terms are occasionally updated, and any changes will take effect upon posting to the Website. It is your responsibility to keep abreast of changes so please refer back to them in the future.

### **1. Using the Website**

You are permitted to use the Website for your own personal, non-commercial use. This includes permission to print and download material from the Website provided that you do not modify any content.

The copyright and other intellectual property rights in all information, documentation and other content posted on this Website are owned by us or our licensors and must not be reproduced without our prior consent. Material on the Website must not be republished without our permission.

Please note that unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence. Your use of the Website and any dispute arising out of such use of the website is subject to the laws of England.

### **2. Content**

When using the Website you agree not to upload, post, email, or otherwise make available any content that:

- is false or misleading;
- infringes any intellectual property rights of, or a duty of confidentiality to, any other person;
- advertises products or services the sale or supply of which is prohibited or restricted by applicable law;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- is unlawful, libellous, abusive, threatening, vulgar, obscene, or otherwise objectionable.

We reserve the right, without obligation, to remove or edit such content.

If you upload, post or make available any content on the Website, or otherwise provide Calrec with any comments, content or other materials, such materials will be treated as non-confidential and non-proprietary. You shall retain ownership of the materials you upload, post or send, but you grant to Calrec a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license (with rights to sub-license) to use and commercialise any ideas, concepts, know-how or techniques contained in such materials in any way and

for any purpose whatsoever. Calrec shall have no obligation of any kind with respect to such materials and will be free to copy, use, modify, display and distribute the materials to others, without limitation.

### **3. Password and Security**

When you register and create an account with us, you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities and orders that occur or are submitted under your password. If you know or suspect that someone else knows your password you should notify us (see below for contact details) immediately.

If Calrec has reason to believe that there is likely to be a breach of security or misuse of the Website, we may require you to change your password or we may suspend your account in accordance with paragraph 7 below.

### **4. Privacy Policy**

Personally identifiable information, including but not limited to any information submitted when you register and create an account with us, is covered under our Privacy Policy. This Privacy Policy governs how users' information is collected and used. Your use of the Website and/or the services available from the Website signifies your acknowledgement of, and agreement to, our Privacy Policy.

Any other information you send or post to the Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary, we will be free to use this information for any and all purposes.

### **5. Cookies**

The Website uses cookies and similar tracking technologies, which are small files transmitted to your computer's hard drive to capture and remember certain information. See our Cookie Policy for more details.

### **6. Website Accessibility**

Every effort is made to ensure that the Website is available 24 hours every day, 365 days per year. However, due to technical issues there may be occasional interruptions to this service. Calrec does not accept any liability for the Website being unavailable at any time.

Your access to the Website may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as it reasonably can.

### **7. Our right to suspend or cancel your account**

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms.

You can cancel this agreement at any time by informing us in writing. If you do so, you must stop using the Website.

The suspension or cancellation of your registration and your right to use the Website shall not affect either party's rights or liabilities.

Paragraphs 1, 2 and 9 of these Terms and Conditions shall survive cancellation.

## **8. Disclaimer**

We take all reasonable steps to ensure that the information on the Website is correct. However, we do not guarantee the correctness or completeness of material on the Website. We may make changes to the material on the Website at any time and without notice. The material on the 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.

Your use of any information or materials on the Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information sourced through the Website meet your specific requirements.

Whilst we take reasonable steps to ensure the smooth functioning of this Website, we do not guarantee that this Website will be error free. Calrec does not guarantee that content downloaded from this Website will be free from viruses and it does not accept any responsibility for any damage or loss caused by any such virus.

## **9. Exclusion of Liability**

To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Website.

Nothing in this paragraph applies to Calrec's liability in respect of products sold through the Website.

Nothing in these Terms shall exclude or limit Calrec's liability for (i) death or personal injury caused by its negligence (ii) fraud; or (iv) any liability which cannot by law be excluded or limited.

## **10. Links to and from other websites**

Periodically, links may be established between this Website and one or more websites operated by third parties. For the purposes of these Terms, the term "link" includes both out links (hypertext links to external websites or content) and in links (hypertext links which draw material from other sources into this Website). We have no control over these other websites or their content and accept no responsibility for material found on them or for any loss or damage that may arise from your use of them. If you choose to access a third-party website linked to from the Website, it is at your own risk. The existence of any such links does not constitute an endorsement by Calrec of any such external websites or the contents or operators of those websites. Calrec is providing these links to you for convenience only.

## **11. International Use**

If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

## **12. Miscellaneous**

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

If any provision of these Terms Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

If you breach these Terms and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms.

We shall not be responsible for any breach of these Terms caused by circumstances beyond our control.

A person who is not a party to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999 or otherwise to enforce any term of these Terms.

### **13.Contact**

If you have any queries, please contact us by emailing us at [enquiries@Calrec.com](mailto:enquiries@Calrec.com) or writing to us at:

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