

PLEASE READ THE TERMS OF OUR WEBSITE USE CAREFULLY BEFORE USING THE Website

1. Who we are and how to contact us

- www.ldatmodel.com;
- and any websites which may replace the above website from time to time; and
- any other application distribution platform (including mobile applications) through which LDAT Online provides products and services from time to time;

are websites (referred to together as the **Website**) that are operated by LDAT Online Limited (**We**). We are registered in England and Wales with company number 10762659 and have our registered office at The Granary, Brewer Street, Bletchingley, Surrey, United Kingdom, RH1 4QP. To contact us, please email j.white@btinternet.com.

2. What's in these terms?

These website terms of use set out the terms on which you may use and otherwise interact with our Website in any way (such as linking to our Website).

3. By using our Website you accept these terms

By using our Website, 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 Website. We recommend that you print a copy of these terms for future reference.

4. 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 Website:

- Our Privacy Policy; and
- Our Terms and Conditions of Use for the supply of services;

5. We may make changes to these terms

We may amend these terms from time to time. Each time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 1 May 2023.

6. We may make changes to our site

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

7. We may suspend, withdraw or make changes to our Website

We do not guarantee that our Website, 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 Website for business and operational reasons. If possible we will give reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

8. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or 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 the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at j.white@btinternet.com.

9. How you may use material on our Website

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published or generated on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.

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.

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

You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. Do not rely on contents on or outputs of this Website

The content on and outputs of our Website 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 Website.

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

11. We are not responsible for websites we link to

Where our Website contains links to other Websites 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 Websites or resources.

12. 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 may apply to liability arising as a result of our entering into other agreements with you. Please always refer to the relevant agreement which governs our relationship and if you are unsure, please contact us at the email address provided above.

- **If you are a business user:**

We exclude all implied conditions, warranties, representations or other terms that may apply to our Website 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 Website; or use of or reliance on any content generated by or displayed on our Website.

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 Website for research and private use. You agree not to use our Website 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.

13. How we may use your personal information

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

14. We are not responsible for viruses and you must not introduce them

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

You must not misuse our Website 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 Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website 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, and other similar or equivalent pieces of national legislation worldwide. 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 Website will cease immediately.

15. Rules about linking to our Website

You may link to our home page, 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 Website in any website that is not owned by you.

Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page.

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 below.

Content must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and or in any country from which it is posted.

Content must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the content emanates from us if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.

- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other Websites.

If you wish to link to or make any use of content on our Website other than that set out above, please contact j.white@btinternet.com.

16. Other Prohibited uses of our Website

You may use our Website only for lawful purposes. You may not use our Website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To access without authority, interfere with, damage or disrupt:
 - any part of our Website;
 - any equipment or network on which our Website is stored;
 - any software used in the provision of our Website;
 - any equipment or network or software owned or used by any third party.

17. Breach of these terms

Any breach of these terms may be deemed to constitute a material breach and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Website.
- Issue of a warning to you.
- Legal action against you including proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

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

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 will have exclusive jurisdiction.

19. Our trademarks

“LDAT Online” is an unregistered trade mark of LDAT Online Limited. You are not permitted to use it without our approval.