

Terms of Use: Websites & Online Services

1. Introduction

Unless otherwise specified, these terms and conditions govern your use any website or online service ("website") owned or operated by Mesmotronic Limited, including but not limited to mesmotronic.com, multiuserserver.com and all subdomains thereof; by using the website, you agree to these terms and conditions in full. If you do not accept or do not agree with these terms and conditions or any part of these terms and conditions, you must not use the website.

2. Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. All these intellectual property rights are reserved, subject to the licence below.

Subject to the restrictions set out below and elsewhere in these terms and conditions, you may view, download for caching purposes only, and print pages from the website for your own personal use.

You are not permitted to:

- i. republish material from this website;
- ii. republish material from this website on another website;
- iii. sell, rent or sub-license material from this website;
- iv. show any material from this website in public;
- v. reproduce, duplicate, copy or otherwise exploit material on the website for a commercial purpose;
- vi. edit or otherwise alter any material on this website;
- vii. redistribute any material from this website except for content explicitly made available for redistribution

3. Acceptable use

You must not use the website in any manner that is illegal, unlawful, fraudulent or harmful, or in relation with any illegal, unlawful, fraudulent or harmful purpose or activity; or in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.

You must not use the website to copy, store, transmit, host, send, use, publish or distribute any material which consists of or is affiliated to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software whatsoever.

Without our prior express written consent, you must not conduct any systematic or automated data collection activities including without limitation scraping, data mining, data extraction and data harvesting on or in relation to the website.

You must not use the website to send or transmit unsolicited commercial communications.

You must not use the website for any objective related to marketing without our prior express written consent.

4. Restricted access

Access to particular areas of the website is restricted. At our discretion we reserve the right to restrict access to areas of the website, or our entire website.

Should we provide you with a user ID and password to enable you access to restricted areas of the website or other content or services, you must ensure that your user ID and password is kept confidential.

At our discretion we may disable your user ID and password without notice or justification.

5. User generated content

In these terms and conditions, "your user content" is to be interpreted without limitation as being material including text, images, audio material, video material and audio-visual material that you submit to the website, for whatever purpose.

You permit to us a global, irrevocable, non-exclusive, royalty-free licence to use, reproduce, publish, adapt, translate and distribute your user content in any existing or future media. You also permit to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe upon any third party's legal rights, and must not be capable of giving rise to a legal action whether against you or us or a third party under any applicable law in each case.

You are not permitted to submit any user content to the website that is or has ever been the subject of any threatened, pending or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to the website, or stored on our servers, or hosted or published upon the website.

Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, the website.

6. Warranties

To the maximum extent permitted by applicable law, we and our suppliers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose.

Whilst we endeavour to ensure that the information on this website (excluding user content) is correct, we do not guarantee its correctness or completeness; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

We exclude all representations, warranties and conditions relating to this website and the use of this website including, without limitation, any warranties implied by law of a satisfactory quality, fitness for purpose and/or the use of reasonable care and skill.

7. Limitation of liability

Nothing in these terms and conditions or elsewhere on the website shall exclude or limit our liability for fraud, for death or personal injury caused by our proven negligence, or for any other liability which cannot be excluded or limited under the appropriate law.

Subject to this, our liability to you in relation to the use of the website or under or in association with these terms and conditions, whether in contract, tort (including negligence) or otherwise, shall be limited as follows:

- i. to the extent that the website and the information and services on the website are provided free-of-charge, we shall not be liable for any loss or damage of any nature;
- ii. we shall not be liable for any consequential, indirect or special loss or damage;
- iii. we shall not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, reputation, data, information or goodwill;
- iv. we shall not be liable for any loss or damage occurring out of any event or events that are beyond our reasonable control;
- v. our maximum liability in relation to any event or series of related events shall be limited to £0.001

8. Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses, including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers, incurred or suffered by us arising out of any breach by you of any condition of these terms and conditions.

9. Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem suitable to deal with the breach, including prohibiting you from accessing the website, suspending your access to the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

10. Variation

We may revise these terms and conditions on occasion. Such revised terms and conditions shall apply to the use of the website from the date of the publication of the revised terms and conditions on the

website. To ensure you are familiar with the current version please check this page regularly.

11. Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

We do not permit you to transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

12. Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions shall continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part shall be deemed to be deleted, and the rest of the provision shall continue in effect.

13. Exclusion of third party rights

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in connection to these terms and conditions is not to be subject to the consent of any third party whatsoever.

14. Entire agreement

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in regard to your use of the website, and supersede all prior agreements in respect of your use of this website.

15. Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with applicable English law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

16. Our details

The full name of our company is Mesmotronic Limited, registered in England under registration number 5402944.

You can contact us via the appropriate online contact form.