

TERMS AND CONDITIONS

Section 1: Introduction

Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

Section 2: Credit

- 2.1 This document was created using a template from SEQ Legal (<http://www.seqlegal.com>).

Section 3: Copyright notice

- 3.1 Copyright (c) 2017, Archibald Promotions
- 3.2 We, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and all the copyright and other intellectual property rights in our website and the material on our website are reserved.

Section 4: Licence to use website

4.1 Users of the website may:

- a) view pages and all content in a web browser
- b) Download and/or print pages from our website
- c) stream audio and/or visual files from our website

subject to the other provisions of these terms and conditions

4.2 This website is for personal use only and not for any other purpose

4.3 You must not edit or otherwise modify any material on our website. If inaccurate information is presented on the website please contact [**info@thewcbcompany.com**](mailto:info@thewcbcompany.com)

4.4 You may not

- a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

Without the written permission of Archibald Promotions LTD.

5: Acceptable use

5.1 You must not:

- use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) [conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent];
- (e) [access or otherwise interact with our website using any robot, spider or other automated means[, except for the purpose of [search engine indexing]]];
- (f) [violate the directives set out in the robots.txt file for our website]; or
- (g) [use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)].

6: Content: licence

6.1 All works, materials, texts, graphics, images, scripts and video material published on this website is property of Archibald Promotions LTD

6.2 User content submitted to Archibald Promotions LTD and/or the White Collar Boxing Company may be:

- a) stored

- b) published and/or distributed in company media

6.3 User content will not be distributed to any third party organisation except those under the ownership of Archibald Promotions LTD

7: Limited warranties

We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

8: Limitations and exclusions of liability

Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

8.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

8.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

8.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

8.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

8.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

8.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

8.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

9. Breaches of these terms and conditions

9.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;

- (d) [block computers using your IP address from accessing our website];
- (e) [contact any or all of your internet service providers and request that they block your access to our website];
- (f) commence legal action against you, whether for breach of contract or otherwise;

10: Law and jurisdiction

The questions of which law governs a document and where disputes relating to the document may be litigated are two distinct questions.

10.1 These terms and conditions shall be governed by and construed in accordance with [English law].

10.2 Any disputes relating to these terms and conditions shall be subject to the [exclusive] OR [non-exclusive] jurisdiction of the courts of [England].