



Terms & Conditions

Background

This agreement applies as between you, the User of this Web Site and Nowcomm, the owner(s) of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

- **“Content”**
means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
- **“Nowcomm”**
means Nowcomm Ltd, The Nowcomm Building, Stanier Way, Wyvern Business Park, Derby, DE21 6BF;
- **“Service”**
means collectively any online facilities, tools, services or information that Nowcomm makes available through the Web Site either now or in the future;
- **“Premises”**
means our place(s) of business located at The Nowcomm Building, Stanier Way, Wyvern Business Park, Derby, DE21 6BF;
- **“System”**
means any online communications infrastructure that Nowcomm makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
- **“User” / “Users”**
means any third party that accesses the Web Site and is not employed by Nowcomm and acting in the course of their employment; and
- **“Web Site”**
means the website that you are currently using (<http://www.nowcomm.co.uk>) and any sub-domains of this site (e.g. subdomain.nowcomm.co.uk) unless expressly excluded by their own terms and conditions.

2. Intellectual Property

Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos,

icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Nowcomm, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Nowcomm.

3. Third Party Intellectual Property

Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

You may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

4. Links to Other Web Sites

This Web Site may contain links to other sites.† Unless expressly stated, these sites are not under the control of Nowcomm or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

5. Links to this Web Site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site <http://www.nowcomm.co.uk> without prior permission.

6. Privacy

Use of the Web Site is also governed by our [Privacy Policy](#) which is incorporated into these terms and conditions by this reference. [Click here to view the Privacy Policy](#).

7. Disclaimers

7.1 Nowcomm makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

7.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

7.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance. No goods and / or services are sold through this Web Site and product and / or service details are provided for information purposes only.

7.4 Whilst every effort has been made to ensure that all graphical representations of products and / or descriptions of services available from Nowcomm correspond to the actual products and / or services, Nowcomm is not responsible for any variations from these descriptions.

7.5 Nowcomm does not represent or warrant that such products and / or services will be available from us or our Premises. For this reason, please contact us prior to visiting if you wish to enquire as to the availability of any products and / or services. Any such enquiry does not give rise to any express or implied warranty that the products and / or services forming the subject matter of your enquiry will be available upon your arrival at our Premises.

7.6 All pricing information on the Web Site is correct at the time of going online. Nowcomm reserves the right to change prices and alter or remove any special offers from time to time and as necessary.

8. Availability of the Web Site

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Nowcomm accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

9. Limitation of Liability

9.1 To the maximum extent permitted by law, Nowcomm accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

9.2 Nothing in these terms and conditions excludes or restricts Nowcomm’s liability for death or personal injury resulting from any negligence or fraud on the part of Nowcomm.

9.3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions.† This term shall apply only within jurisdictions where a particular term is illegal.

10. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

11. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

12. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@nowcomm.co.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

13. Law and Jurisdiction

These terms and conditions and the relationship between you and Nowcomm shall be governed by and construed in accordance with the Law of England and Wales and Nowcomm and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.