

## **Terms and Conditions regarding use of Millrace Translations' Website**

### **Background**

These Terms and Conditions, together with any and all documents referred to herein, set out the terms of use under which you may use Our Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Website. If you do not agree to be bound by these Terms and Conditions, you should stop using Our Website immediately.

No part of Our Website is intended to constitute a contractual offer capable of acceptance.

### **1. Definitions and Interpretation**

In these Terms and Conditions the following terms shall have the following meanings:

“Content”

means any and all text, graphics, images, audio, video, scripts, code, software, databases/compilations, logos, sound clips, page layout, underlying code and software and any other form of information capable of being stored on a computer that appears on or forms part of Our Website;

“System”

means any online communications infrastructure that Millrace Translations makes available through Our Website 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 Our Website and is not employed by Millrace Translations and acting in the course of their employment;

We/Us/Our

means Millrace Translations of c/o Haines Watts, Town Wall House, 4 Balkerne Hill, Colchester CO3 3AD “Web Service”

means collectively any online facilities, tools, services or information that Millrace Translations makes available through Our Website either now or in the future;

“Our Website”

means the website that you are currently using [www.millracetranslations.com](http://www.millracetranslations.com) and any sub-domains of Our Website expressly excluded by their own terms and conditions.

### **2. Intellectual Property**

2.1 Subject to the exceptions in Clause 4 of these Terms and Conditions, all Content included on Our Website and the copyright and other intellectual property rights subsisting in that Content, is owned or licenced by Us. All Content is protected by applicable United Kingdom and International intellectual property and other laws.

2.2 Subject to Clause 4.1 you may not reproduce, copy, distribute, sell, rent, sub-licence, store or in any other manner re-use Content from Our Website unless otherwise indicated on Our Website or unless given express written permission to do so by Us.

### **3. Third Party Intellectual Property**

3.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks in service images and descriptions, belong to the providers of such services as may be applicable.

3.2 Subject to Clause 4.1 you may not reproduce, copy, distribute, sell, rent, sub-licence, store or in any other manner re-use such material unless otherwise indicated on Our Website or unless given express written permission to do so by the relevant supplier.

### **4. Fair Use of Intellectual Property**

4.1 You may:

4.1.2 Access, view and use Our Website in a web browser (including any web browsing capability built into other types of software or app);

4.1.3 Download Our Site (or any part of it) for caching;

4.1.4 Print pages from Our Website;

4.1.5 Download extracts from pages on Our Website; and

4.1.6 Save pages from Our Website for later and/or offline viewing.

4.2 Our status as the owner and author of the Content on Our Website (or that of identified licensors, as appropriate) must always be acknowledged.

4.3 You may not use any Content saved or downloaded from Our Website for commercial purposes without first obtaining a licence from Us (or Our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Website for general information purposes whether by business users or consumers.

4.4 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

4.5 You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

### **5. Links to Other Websites**

Our Website may contain links to other sites. Unless expressly stated, these websites are not under the control of Millrace Translations or Our affiliates. We assume no responsibility for the content of such websites 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 website on Our Website is for information only and does not imply any endorsement of the websites themselves or of those in control of them.

## **6. Links to Our Website**

6.1 You may place a link to the homepage only of Our Website on other websites without Our permission provided that:

6.1.1 You do so in a fair and legal manner;

6.1.2 You do not do so in a manner that suggest any form of association, endorsement or approval on Our part where none exists;

6.1.3 You do not use any logos or trademarks displayed on Our Website without Our express written permission; and

6.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

6.2 Deep linking (i.e. links to specific pages within Our Website) requires the express permission of Millrace Translations. To gain permission please contact Us by email at [info@millracetranslations.com](mailto:info@millracetranslations.com).

6.3 You may not place a link to Our Website from any other site the main content of which contains material that:

6.3.1 Is sexually explicit;

6.3.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;

6.3.3 Promotes violence;

6.3.4 Promotes or assists in any form of unlawful activity;

6.3.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

6.3.6 Is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

6.3.7 Is calculated or is otherwise likely to deceive another person;

6.3.8 Is intended or is otherwise likely to infringe (or to threaten to infringe) another person's right to privacy;

6.3.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 6.3);

6.3.10 Implies any form of affiliation with Us where none exists;

6.3.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or

6.3.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

## **7. Registration on Our Website**

7.1 You must ensure that the details provided by you on registration or at any time are correct and complete.

7.2 You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

7.3 We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these Terms and Conditions.

## **8 Password and Security**

8.1 When you register on Our Website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.

8.2 If we have reason to believe that there is or is likely to be any misuse of Our Website or breach of security, we may require you to change your password or suspend your account.

## **9. Use of Communications Facilities**

9.1 When using the enquiry form or any other System on Our Website you should do so in accordance with the following rules:

9.1.1 You must not use obscene or vulgar language;

9.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

9.1.3 You must not submit Content that is intended to promote or incite violence;

9.1.4 It is advised that submissions are to be made in English;

9.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

9.1.6 You must not impersonate other people, particularly employees and representatives of Millrace Translations or Our affiliates; and

9.1.7 You must not use Our System for unauthorised mass-communication such as "spam" or "junk mail".

9.2 You acknowledge that Millrace Translations reserves the right to monitor any and all communications made to Us or using Our System.

9.3 You acknowledge that Millrace Translations may retain copies of any and all communications made to Us or using Our System.

9.4 You acknowledge that any information you send to Us through Our System or post on the enquiry form may be modified by Us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

## **10. Privacy**

10.1 Use of Our Website is also governed by Our Privacy Notice which is incorporated into these terms and conditions by this reference. Our Privacy Notice is available on the Contact page of our website.

10.2 Our Website places cookies onto your computer or device. Full details of the cookies used by Our Website and your legal rights with respect to them are included in Our Privacy Policy. By accepting these Terms and Conditions, you are giving consent to Millrace Translations to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.

10.3 If you wish to opt-out of Our placing cookies onto your computer or device, or delete cookie which may have already been placed, please consult your internet browsers help menu.

## **11. Disclaimers**

11.1 Millrace Translations makes no warranty or representation that Our Website 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 or that it will be secure.

11.2 No part of Our Website is intended to constitute advice and the Content of Our Website should not be relied upon when making any decisions or taking any action of any kind. We make no guarantee of any specific results from the use of Our Web Services.

11.3 Millrace Translations makes reasonable efforts to ensure that the Content on Our Website is complete, accurate and up to date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate or up to date.

11.4 No part of Our Website is intended to constitute a contractual offer capable of acceptance.

## **12. Changes to the Web Service and these Terms and Conditions**

12.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

12.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## **13. Access to and Availability of Our Website**

The Web Service is provided “as is” and on an “as available” basis. We may alter, suspend, or discontinue Our Website (or any part of it) at any time and without notice. We give no warranty that the Web 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. We will not be liable to you in any way if Our Website (or any part of it) is unavailable at any time and for any period.

## **14. Liability of Millrace Translations**

14.1 To the maximum extent permitted by law, Millrace Translations accepts no liability for any direct or indirect loss or damage, foreseeable or in contract, in tort (including negligence) for breach of statutory duty, or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of (or inability to use) Our Website or any information contained therein. You should be aware that you use Our Website and its Content at your own risk.

14.2 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.

14.3 If you are a business user (including a sole trader), We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

14.4 We exercise all reasonable skill and care to ensure that Our Website is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Website (including the downloading of any Content from it) or any other site referred to on Our Website. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

14.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

14.4 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## **15. Viruses Malware and Security**

15.1 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Website.

15.2 You must not attempt to gain unauthorised access to any part of Our Website, the server on which Our Website is stored, or any other server, computer, or database connected to Our Website.

15.3 You must not attack Our Website by means of a denial of service attack, a distributed denial of service attack, or by any other means.

15.4 By breaching the provisions of sub-clauses 15.1 to 15.3 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Website will cease immediately in the event of such a breach.

## **16. Acceptable Use Policy**

16.1 You may only use Our Website in a manner that is lawful. Specifically:

16.1.1 You must ensure that you comply fully with any and all local, national or international laws and/or regulations;

16.1.2 You must not use Our Website in any way, or for any purpose, that is unlawful or fraudulent;

16.1.3 You must not use Our Website to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and

16.1.4 You must not use Our Website in any way, or for any purpose, that is intended to harm any person or persons in any way.

16.2 We reserve the right to suspend or terminate your access to Our Website if you materially breach the provisions of this Clause 16 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

16.2.1 Suspend, whether temporarily or permanently, your right to access Our Website;

16.2.2 Issue you with a written warning;

16.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs, on an indemnity basis, resulting from your breach;

16.2.4 Take further legal action against you as appropriate;

16.2.5 Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

16.2.6 Any other actions which We deem reasonably appropriate (and lawful).

16.3 We hereby exclude any liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

## **17. Severance**

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.

## **18. 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.

## **19. Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

## **20. Communications**

20.1 All notices/communications to Us should be sent either by post to Us or by email to [info@millracetranslations.com](mailto:info@millracetranslations.com). 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.

20.2 If We have your contact details, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.

20.3 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link.

## **21 Data Protection**

21.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.



21.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases.

21.3 For using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy.

## **22. Law and Jurisdiction**

These Terms and Conditions and the relationship between you and Millrace Translations shall be governed by and construed in accordance with the Law of England and Wales and Millrace Translations and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Millrace Translations c/o Haines Watts, Town Wall House, 4 Balcerne Hill, Colchester CO3 3AD

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