

## Terms & Conditions (up to date as of January 2023)

These Terms and Conditions, and any documents referred to herein relate your access and use of the website [www.rossodaly.com](http://www.rossodaly.com), including any sub-domains, whether as a visitor, subscriber or any other third party accessing the website in connection to provision of services. By accessing this site, you represent and warrant that you are at least 18-years of age.

Please read these terms carefully, as they affect your legal rights, and by continuing to access or use my site you confirm acceptance of the terms of use and are bound by them. If you do not agree to be bound by these terms and conditions, you should not visit or use this website.

These terms and conditions may be varied from time to time and any revised terms will be deemed to apply from the date of publication.

### 1. About me

[www.rossodaly.com](http://www.rossodaly.com) is owned and operated by Ross O'Daly, a sole trader operating from London, United Kingdom. Email address: [ross@rossodaly.com](mailto:ross@rossodaly.com)

### 2. General

Access to this site on a temporary basis, free of charge and on an "as is" and "as available" basis and I give no warranty as to any content being free of defects or fault. I reserve the right to withdraw, restrict or change site content, in whole or part and including any links or documents, at any time and without notice and will not be liable to you in any way if the site, or any part of it, is unavailable at any time or for

By continuing to access or use this site, you agree:

- it is your responsibility to ensure familiarity with any current version of this site and its terms and conditions;
- to treat as confidential any subscriber login credentials, whereby failure to comply may lead to your access being revoked or restricted;
- you may not transfer any 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;
- these terms and conditions, together with the [Privacy and Cookies Policy](#) contain the whole agreement and replaces or supersedes any prior terms, policies, discussions or agreements that may have been in place in relation to this content at any other time;
- should any court or competent authority find any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected;
- unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

### 3. Intellectual Property Rights

All intellectual property rights in this site, and the material published on it, unless provided or uploaded by users, is the property of Ross O'Daly, my associates or other relevant third parties.

For the purpose of these terms and conditions text, documents, images, illustrations, graphics, media, in audio or video format, page layouts, derived data, underlying code or software, and any other information, appearing on or forming part of this website that can be digitally stored, including content uploaded by others, constitutes applicable content and all is included under the intellectual property rights herein. Your continued use of the is by acceptance that all content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting permission, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission. All content is protected by copyright laws and treaties around the world and all such rights are reserved.

You may, for your own personal and non-commercial use access, retrieve, display, and view content from this website on a computer screen and you may not reproduce in any format any part of this website without prior written consent of the owner. Any breach under these conditions may lead to your access being restricted or revoked and you may be required to return or destroy any copies of content, as required by the owner at any time.

#### **4. Reliance on content and links**

All content of this website, including any third-party resources or links to other sites are for information only. You are responsible for ensuring any information, services, or products available via this website meet your specific requirements or are fit for your particular purpose.

#### **5. Linking to this website, uploading material, and prohibited use**

You may link to this website provided you have requested and received written consent. This can be by link to the Homepage only, unless otherwise permitted in writing. I reserve the right to remove any content uploaded by others if, in my opinion it does not comply with the herein set out content standards. Should any third party claim any material posted or uploaded by you violates intellectual property or privacy rights, we accept no liability for this and reserve the right to disclose your identity to them.

Any link, upload to or use of this website, in addition to Section 7, Acceptable use, must:

- be in a way that is fair, legal and does not damage my reputation or take advantage of it;
- not link in such a way as to suggest any form of association, approval or endorsement on my part where none exists;
- not in any way cause, or contribute to cause, damage to the website or interferes with any other person's use or enjoyment of it;
- not be in any way or form, including uploads, which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable laws or regulations;
- be considered non-confidential, non-proprietary and have the right to use, copy, distribute and disclose it to third parties.

If you wish to link to this website or use any content, please email: [ross@rossodaly.com](mailto:ross@rossodaly.com)

#### **6. Links to third party content or websites**

This website contains links and downloads related to third party sites and materials. Unless clearly stated, these sites and materials are not the property or responsibility of Ross O'Daly. Any link to third party websites or downloads does not imply endorsement of the sites, content, or the respective owners of same.

#### **7. Acceptable use**

You may only use this website in a manner that is lawful and that complies with these provisions, including:

- you must ensure that you comply fully with any and all applicable local, national, and international laws and/or regulations;
- you must not use this website in any way, or for any purpose, that is unlawful or fraudulent;
- you must not use this 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;
- you must not use this website in any way, or for any purpose, that is intended to harm any person or persons in any way;
- when submitting user content, or any communications on this website, you must not submit, communicate, or otherwise do anything that:
  - is sexually explicit, obscene, deliberately offensive, hateful or otherwise inflammatory;
  - promotes violence, or promotes or assists in any form of unlawful activity;
  - 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;
  - is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - is calculated or is otherwise likely to deceive;
  - is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
  - misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
  - implies any form of affiliation with me, where none exists;
  - infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright and trademarks) of any other party; or
  - is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

I reserve the right to restrict or revoke your access to this website if you materially breach the provisions of these terms and conditions, specifically, I reserve the right to one or more of the following actions:

- remove any non-compliant user content;
- issue written warnings;
- issue legal proceedings for reimbursement of any and all relevant costs on an indemnity basis resulting from a breach, or any other legal action as appropriate;
- disclose appropriate information to any relevant authorities as required or as deemed reasonably necessary;
- any other actions deemed lawful and reasonably appropriate.

## **8. Liability**

The material displayed on our site is provided on an "as is" and "as available" basis and without any guarantees, conditions, or warranties as to its accuracy. To the extent permitted by law, I hereby expressly exclude:

- conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- liability for any direct, indirect, or consequential loss or damage incurred by any user in connection with this website or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it (whether by me or a third party), including, without limitation any liability for:
  - loss of savings, income, revenue or profits;
  - loss of business, contracts or time;

- loss of data;
- loss of goodwill;
- any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- liability for any periods where the site is unavailable or if content is changed or out of date;
- liability to any user(s) for any reliance on the content herein, whereby it is each user's responsibility to ensure any content meets their specific requirements or are fit for any particular purpose(s);
- liability for any use of any content contained on third party websites of materials, whether accessed via link from this website or not and whereby it is each user's responsibility to ensure any content, howsoever accessed, meets their specific requirements or are fit for any particular purpose(s);
- liability to any third party for the content or accuracy of any materials posted by any user(s);

I hereby exclude all liability arising out of any actions, including, but not limited to those set out above, that I may take in response to any breach of these terms.

This does not affect any liability which cannot be excluded or limited under applicable law(s).

## **9. Viruses, Malware and Security**

I employ and exercise all reasonable care to ensure that this website is secure and free from viruses and other malware. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

You must not deliberately introduce to or via this website viruses or other malware, or any other material which is malicious or technologically harmful and you must not attempt to gain unauthorised access to any part of this website, its hosting server or any associated or connected database.

Any breach of these provisions under Section 9 may constitute a criminal offence under the Computer Misuse Act 1990 and all such breaches will be reported to the relevant authorities, whereby I will cooperate fully, including but not limited to disclosing your identity.

The right to use this website will be immediately revoked in the event of such a breach.

## **10. Jurisdiction and applicable law**

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

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.