

## **DYNAMIC FS TERMS AND CONDITIONS**

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. BY ENTERING THIS WEBSITE THE USER ("YOU, "YOUR") ACCEPT WITHOUT LIMITATION OR QUALIFICATION THE TERMS AND CONDITIONS OF USE SET OUT BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE YOU MAY NOT USE THE WEBSITE.**

### **1. ABOUT THE SITE**

This website located at [www.dynamicfs.ltd](http://www.dynamicfs.ltd) ("Site") is brought to you by Dynamic FS Limited ("Dynamic FS", "us", "we"). As part of our commitment to maintaining the standard of the content of the Site we welcome your comments in relation to any of the policies or terms set out below. If you have any such comments please use the "Contact Us" section of the Site.

### **2. ACCEPTABLE USE OF THE SITE**

**2.1** This Site, its design and the materials on it, including but not limited to text and graphics (collectively "Content") are protected by copyright, trademark and other intellectual property rights and laws throughout the world. You are granted a limited licence to download the materials contained on the Site to a single personal computer, and print a hard copy of such materials, solely for personal, non-commercial use, and provided all copyright, trademark and other proprietary notices are left intact. The grant of this limited licence is conditional upon your agreement to and compliance with all these terms and conditions of use. Without the prior permission of Dynamic FS, any other use of the materials on the Site including reproduction (for any purpose other than those noted above), modification, distribution or republication is prohibited and is a violation of Dynamic FS's rights.

**2.2** Any use of the Site must comply with the following conditions:

- (a) You must not post onto or otherwise make available on the Site any defamatory, threatening, obscene, harmful or pornographic material or material which would violate or infringe in any way the rights of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience or which does not comply with all relevant laws. You must not express opinions that are vulgar, crude, sexist, racist or otherwise offensive.
- (b) You must not post onto or otherwise make available on the Site any material which you do not own without express permission of the owner of the material;
- (c) You must not make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software; and
- (d) You must not damage, interfere with or disrupt access to the Site or do anything, which may interrupt or impair its functionality.

**2.3** You acknowledge and agree that we shall be permitted to remove material we do not believe is suitable for the Site or for any other reason in our discretion and shall be entitled to release the material and your details in the event of any legal investigation or procedure or complaint relating such material where required.

### **3. LINKS TO AND FROM THE SITE**

**3.1** The Site contains links to other Internet sites on the world wide web including, but not limited to, Twitter, Facebook, LinkedIn and YouTube. These websites will be subject to their own terms and conditions, particularly in relation to posting opinion, and you should refer to these if making such comments. Dynamic FS provides such links for your convenience only. Dynamic FS is not responsible for the availability of any websites linked to or from this site and does not endorse and is not responsible for any content, advertising, products or services available on or from such websites. Dynamic FS is not liable for any damages, loss or offence caused, or alleged to be caused by or in connection with the use of or reliance on any content, advertising, products or services available on or from such websites.

**3.2** You must not establish a link to the Site, unless:

- (a) you have obtained the prior written approval of Dynamic FS to establish such a link;
- (b) you create a direct link to the Site;
- (c) you do not create any third party association with the website; and
- (d) you ensure that you do not state or imply that Dynamic FS sponsors or endorses or otherwise supports any other website activity, company or entity, or do anything that presents Dynamic FS and its associates in a false, misleading, defamatory or derogatory manner;

**3.3** Approval from Dynamic FS to establish a link to the Site shall not permit you to use any Dynamic FS and/or third party content, names, logos, pictures or trademarks, unless separately agreed to in writing by the relevant rights-holder.

**3.4** Any dealings between you and any third party found on or via the Site, including payment for and delivery of products, services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the relevant third party company. Dynamic FS is not liable for any loss or damage of any kind incurred as the result of any such dealings.

### **4. INTELLECTUAL PROPERTY**

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**4.2** If you become aware of any such distribution or commercial exploitation of the Content, you agree to notify us immediately.

## 5. **DISCLAIMER**

THE SITE AND ITS CONTENT ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, DYNAMIC FS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING BY WAY OF EXAMPLE BUT WITHOUT LIMITATION, AS TO FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, THIS WEBSITE IS PROVIDED FREE OF CHARGE AND DYNAMIC FS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON AND/OR THE FACILITIES ACCESSIBLE VIA THE SITE ARE ACCURATE, COMPLETE OR CURRENT, OR THAT THE SITE WILL BE FREE OF DEFECTS, INCLUDING BUT NOT LIMITED TO, VIRUSES OR OTHER HARMFUL ELEMENTS. THE USER OF THE SITE ASSUMES ALL COSTS ARISING AS A RESULT OF THE USE OF THE SITE.

## 6. **LIMITATION OF LIABILITY**

**6.1** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER DYNAMIC FS NOR THEIR EMPLOYEES, AFFILIATES OR OTHER REPRESENTATIVES SHALL BE LIABLE FOR LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE MATERIALS IN AND/OR FACILITIES OR SERVICES OFFERED THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. THIS LIMITATION OF LIABILITY APPLIES EVEN IF DYNAMIC FS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE.

**6.2** IF CLAUSE 6.1 IS UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL DYNAMIC FS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO US, IF ANYTHING, FOR ACCESSING THIS WEBSITE.

**6.3** NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES OR LIMITS OUR LIABILITY FOR FRAUD OR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

## 7. **PRIVACY**

**7.1** Dynamic FS will comply with applicable UK Data Protection legislation from time to time in place in respect of any personal data collected by Dynamic FS through the Site.

**7.2** You must read our **Privacy Notice** which forms part of these terms and conditions of use and sets out the way in which your personal data is handled.

## 8. **INDEMNITY**

You agree to indemnify Dynamic FS, and/or any of its affiliates and their officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these terms and conditions of use by you or any other liabilities

arising out of your use of the Site. You agree to co-operate as fully as reasonably required by Dynamic FS in Dynamic FS's defence of any claim. Dynamic FS reserves the right, at its own expense, to assume the exclusive defence and control of any matter and you shall not in any event settle any matter without the written consent of Dynamic FS.

## **9. TERMINATION**

Dynamic FS reserves the right to suspend or terminate any use by you of the Site and any substitute thereof, where it appears to Dynamic FS in its sole discretion that your use is in breach of these terms and conditions of use or any other terms and conditions on the Site or have otherwise been engaged in conduct which Dynamic FS determines in its sole discretion to be unacceptable.

## **10. AMENDING THE TERMS AND CONDITIONS OF USE**

Dynamic FS may add to, change or remove any part of these terms and conditions of use at any time, without notice. Any changes to these terms and conditions of use or any terms shown on the Site or any substitute hereof, apply as soon as they are shown. By continuing to use the Site after any changes are posted, you are indicating your acceptance of those changes. Dynamic FS may add, change, discontinue, remove or suspend any Content displayed on the Site, including features and specifications of products and services described or depicted on the Site, at any time, without notice and without liability.

## **11. GENERAL**

**11.1 Invalidity:** If any of these terms and conditions of use are determined to be invalid or otherwise unenforceable by reason of the application of any law, such provisions shall be severed and deleted from these terms and conditions of use and the remainder of these terms and conditions of use shall continue to have full force and effect.

**11.2 Notices:** Notices shall be sent to the e-mail address you provide Dynamic FS within the case of notices sent by Dynamic FS and to the relevant e-mail address as set out on the Site in the case of notices sent by you. Notices shall be deemed to have been delivered at the confirmed time of sending the e-mail.

**11.3 Governing law:** These terms and conditions of use shall be governed by and construed in accordance with English law. Any dispute under these terms shall be subject to the exclusive jurisdiction of the English courts and, by using the Site, you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections to jurisdiction or venue in such courts.