

## THE CURIOUS GUYS LTD WEBSITE DISCLAIMER

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### No warranties

This website is provided "as is" without any representations or warranties, express or implied. The Curious Guys Ltd makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, The Curious Guys Ltd does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

### Limitations of liability

The Curious Guys Ltd will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if The Curious Guys Ltd has been expressly advised of the potential loss.

### Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit The Curious Guys Ltd's liability in respect of any:

- death or personal injury caused by The Curious Guys Ltd's negligence;
- fraud or fraudulent misrepresentation on the part of The Curious Guys Ltd; or
- matter which it would be illegal or unlawful for The Curious Guys Ltd to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### Other parties

You accept that, as a limited liability entity, The Curious Guys Ltd has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against The Curious Guys Ltd's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect The Curious Guys Ltd's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as The Curious Guys Ltd.

### Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## THE CURIOUS GUYS LTD WEBSITE TERMS AND CONDITIONS

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### Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

This website may use cookies. By using this website and agreeing to these terms and conditions, you consent to The Curious Guys Ltd's use of cookies in accordance with the terms of The Curious Guys Ltd's privacy policy / cookies policy.

### License to use website

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- redistribute material from this website except for content specifically and expressly made available for redistribution.

### Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this 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.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without The Curious Guys Ltd's express written consent.

You must not use this website to transmit or send unsolicited commercial communications without The Curious Guys Ltd's express written consent.

You must not use this website for any purposes related to marketing without The Curious Guys Ltd's express written consent.

### User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to The Curious Guys Ltd a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to The Curious Guys Ltd the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or The Curious Guys Ltd or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

The Curious Guys Ltd reserves the right to edit or remove any material submitted to this website, or stored on The Curious Guys Ltd's servers, or hosted or published upon this website.

Notwithstanding The Curious Guys Ltd's rights under these terms and conditions in relation to user content, The Curious Guys Ltd does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

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- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

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## **Unenforceable provisions**

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## **Indemnity**

You hereby indemnify The Curious Guys Ltd and undertake to keep The Curious Guys Ltd indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by The Curious Guys Ltd to a third party in settlement of a claim or dispute on the advice of Project Eddy’s legal advisers) incurred or suffered by The Curious Guys Ltd arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## **Breaches of these terms and conditions**

Without prejudice to The Curious Guys Ltd’s other rights under these terms and conditions, if you breach these terms and conditions in any way, The Curious Guys Ltd may take such action as The Curious Guys Ltd deems appropriate to deal with the breach,

including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

#### **Variation**

The Curious Guys Ltd may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

#### **Assignment**

The Curious Guys Ltd may transfer, sub-contract or otherwise deal with The Curious Guys Ltd's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

#### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **Entire agreement**

These terms and conditions constitute the entire agreement between you and The Curious Guys Ltd in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

#### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with English Law and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

#### **Contact details**

You can contact The Curious Guys Ltd by email to [admin@curiousguys.co.uk](mailto:admin@curiousguys.co.uk)

## THE CURIOUS GUYS LTD COPYRIGHT NOTICE

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### **Ownership of copyright**

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### **Permissions**

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If The Curious Guys Ltd discovers that you have used its copyright materials in contravention of the license above, The Curious Guys Ltd may bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

If you become aware of any use of The Curious Guys Ltd's copyright materials that contravenes or may contravene the license above, please report this by email to [admin@curiousguys.co.uk](mailto:admin@curiousguys.co.uk).

### **Infringing material**

If you become aware of any material on the website that you believe infringes your or any other person's copyright, please report this by email to [admin@curiousguys.co.uk](mailto:admin@curiousguys.co.uk).

## THE CURIOUS GUYS LTD ANTI-SPAM POLICY

### **Credit**

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### **What is spam?**

In the context of electronic messaging, spam refers to unsolicited, bulk or indiscriminate messages, typically sent for a commercial purpose.

The Curious Guys Ltd has a zero-tolerance spam policy.

### **Automated spam filtering**

The Curious Guys Ltd's messaging systems automatically scan all incoming email and other messages, and filter-out messages that appear to be spam.

### **Problems with spam filtering**

No message filtering system is 100% accurate, and from time to time legitimate messages will be filtered-out by The Curious Guys Ltd's systems.

If you believe this has happened to a message you have sent, please advise the message recipient by another means.

You can reduce the risk of a message being caught by the spam filters by sending the message in plain text (i.e. no HTML), removing any attachments, and ensuring that your messages are scanned for malware before dispatch.

### **Changes to this anti-spam policy**

The Curious Guys Ltd may amend this anti-spam policy at any time by publishing a new version on this website.

### **Contact us**

Should you have any questions about this anti-spam policy, please contact The Curious Guys Ltd using the details set out below:

Email: [admin@curiousguys.co.uk](mailto:admin@curiousguys.co.uk)

## THE CURIOUS GUYS LTD LINKING POLICY

### **Credit**

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### **Status of linking policy**

The Curious Guys Ltd welcomes links to this website made in accordance with the terms of this linking policy..

This linking policy is intended to assist you when linking to this website and you agree to be bound by the terms and conditions of this linking policy.

### **Links to this website**

Links pointing to this website should not be misleading.

Appropriate link text should always be used.

From time to time the URL structure of this website may be updated, and unless The Curious Guys Ltd agrees in writing otherwise, all links should point to [www.curiousguys.co.uk](http://www.curiousguys.co.uk).

You must not use the The Curious Guys Ltd logo to link to this website (or otherwise) without The Curious Guys Ltd's express written permission.

You must not link to this website using any inline linking technique.

You must not frame the content of this website or use any similar technology in relation to the content of this website.

### **Links from this website**

This website includes links to other websites owned and operated by third parties. These links are not endorsements or recommendations.

The Curious Guys Ltd has no control over the contents of third party websites, and The Curious Guys Ltd accepts no responsibility for them or for any loss or damage that may arise from your use of them.

### **Removal of links**

You agree that, should The Curious Guys Ltd request the deletion of a link to our website that is within your control, you will delete the link promptly.

If you would like The Curious Guys Ltd to remove a link to your website that is included on this website, please contact The Curious Guys Ltd using the contact details below. Note that unless you have a legal right to demand removal, such removal will be at our discretion.

### **Changes to this linking policy**

The Curious Guys Ltd may amend this linking policy at any time by publishing a new version on this website.

### **Contact us**

Should you have any questions about this linking policy, please contact The Curious Guys Ltd using the details set out below:

Email: [admin@curiousguys.co.uk](mailto:admin@curiousguys.co.uk)