

## by Higgins Ltd - USING OUR SITE (ACCEPTABLE USE POLICY)

### Your Account & Password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. If you know or suspect that anyone other than you knows your user identification code or password, please notify us as soon as you can at [admin@byhiggins.com](mailto:admin@byhiggins.com)

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

### Viruses

We do not guarantee that our site will be secure or free from bugs or viruses and you are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach your right to use our site will cease immediately.

### Site Contents

We do make reasonable efforts to update our site but we do not guarantee that the site, or any content on it, will be accurate, complete, up-to-date, or free from errors or omissions. We may also update our site from time to time and change the content.

Our site and text, graphics and images used on our site are, unless stated otherwise, owned by BYHIGGINS LTD. Reproduction of any of these without BYHIGGINS LTD's prior written permission is strictly prohibited. In particular, you must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

We will not be responsible or liable for your use of any other websites which you may access via links within our site. We don't control these websites and are not responsible for their content. Such links are provided as a service to you as a user of our site and their inclusion on our site does not constitute an endorsement by or affiliation with BYHIGGINS LTD.

You may use our site only for lawful purposes and you may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

### What you can do

You may print one copy and may download extracts, of any page(s) from our site for your personal use and we'd be delighted if you drew the attention of others to content posted on our site! Please do not modify the paper or digital copies of any materials you have printed off or downloaded in any way. Please don't use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

If you print, copy or download any part of our site in breach of these Terms, your right to use our site will immediately come to an end and you must (at our option) return or destroy any copies of the materials you have made

### Suspension & Termination

If you don't comply with our acceptable use policy, you will have broken the terms on which you can use our site. If we think (and the decision is ours alone) that this is the case, we will take action as we deem appropriate, including all or any of the following:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- Please note that we exclude our liability for actions taken in response to breaches of our acceptable use policy.

## Changes to our Acceptable Use Policy

We may revise our acceptable use policy at any time by amending these pages. You are expected to check these pages from time to time to take notice of any changes we make, as they are legally binding on you.

## Linking to our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you and our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of content on our site other than that set out above, please contact [info@byhiggins.com](mailto:info@byhiggins.com)