



## Terms and Conditions of website usage

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Mowbray Communication Ltd's (MCL)'s relationship with you in relation to this website.

The term "MCL" or "us" or "we" refers to the owner of the website whose registered office is 80 Featherstone Lane, Featherstone, West Yorkshire, WF7 6LR, UK. Our company registration number is 5035376. The term "you" refers to the user or viewer of our website. The term 'Site' refers to all MCL product web-sites.

### 1. Intellectual Property Protection

The contents and design of the Site and any material e-mailed to you or otherwise supplied to you in conjunction with the Site (such contents, design and materials being collectively referred to as the "[MCL product] Content"), are copyright of Mowbray Communications Ltd (MCL) and its licensors. You may not use or reproduce or allow anyone to use or reproduce any trade marks (such as "Ecotextile News, Textile Dyer, Knitting Trade Journal" name and logo or other MCL trade names appearing on our Sites) for any reason without written permission from MCL. The software which operates the Site is proprietary software and you may not use it except as expressly allowed under these Terms. You may not copy, reverse engineer, modify or otherwise deal with the software.

### 2. Use of MCL Content

You may retrieve and display MCL product Content on a computer screen or (if expressly authorised) mobile telephone, print individual pages on paper (but not photocopy them) and store such pages in electronic form on your mobile telephone for your personal, non-commercial use. Except as expressly set out above, you may not reproduce, modify or in any way commercially exploit any of the Content. In particular, but without limiting the general application of the restrictions contained in the preceding sentence, you may not do any of the following without prior written permission from MCL:

- i. reproduce or store in or transmit to any other web site, newsgroup, mailing list, electronic bulletin board, server or other storage device connected to a network or regularly or systematically store in electronic or print form, all or any part of MCL Content, or

- ii. modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit all or any part of MCL Content (including use as part of any library, archive or similar service) without the prior written consent of MCL,
- iii. remove the copyright or trade mark notice from any copies of MCL Content made under these Terms.

Any use of MCL Content not specifically permitted above is expressly prohibited. Requests for permission for other uses may be sent to MCL 80 Featherstone Lane, Featherstone, West Yorkshire, WF7 6LR, UK, or submitted using our contact form [\[LINK HERE\]](#), and may be subject to a fee.

### **3. Licence Fee, Payment, and Transactions**

Access to certain MCL Content may be subject to a fee. All payments (including applicable taxes) must be made in advance in Pounds Sterling, US Dollars or other currency specified by MCL. You are responsible for the payment of all charges associated with the use of the Site using your ID.

If your use of the Site is terminated by MCL, you will be entitled to receive a refund of any credits or pre-payments which remain unused at the time of termination unless such use is terminated because you are in breach of these Terms. You will continue to be responsible for any fees or other charges incurred by you prior to such termination.

You may use the Site to purchase products or services from MCL's third party partners. In that event, your contract for such products will be with the third party partner and not with MCL.

Refunds for Annual Web Subscriptions are given on a pro-rata basis, as long as more than eight months of the subscription remains. The cost of each month (or part thereof) of the subscription that has elapsed will be deducted from the cost of the Annual Web Subscription at the prevailing monthly rate. After four months of an Annual Web Subscription has elapsed, refunds cannot be given.

No refunds will be given after 24 hours access to the Eco-Metrics tool from Colour Connections Ltd.

A credit will be given for articles purchased on an individual basis.

Refunds can only be made to the credit/debit/charge card that was used for the original purchase. All refunds are at the discretion of MCL.

### **4. Term and Termination**

MCL may, in its discretion, terminate or suspend your access to all or part of the Site (including any right to access and use MCL product Content) with or without cause by delivering notice to you.

The rights of termination are in addition to all other rights or remedies of MCL provided in these Terms or by law.

### **5. Changes to the Site**

MCL reserves the right, in its discretion, to suspend, change, modify, add or remove portions of MCL Content available on the Site at any time and to restrict the use and accessibility of the Site.

## **6. Registration, Passwords and Responsibilities**

Certain areas of the Site are only open to you if you register or subscribe to MCL products. You are solely responsible for the confidentiality and use of and access to MCL Content and the Site using your user name, sign-on password, and/or I.D. You agree to immediately notify MCL if you become aware of any loss or theft of any sign-on password or I.D. or any unauthorised use of a sign-on password, I.D., user name, or of MCL Content or the Site. You will provide MCL with accurate, complete registration information (including in particular your e-mail address) and inform MCL of any changes to such information. For the purpose of confirming your compliance with the terms of these Terms, MCL reserves the right to monitor and record activity on the Site, including access to MCL Content.

Each registration is for a single user only except for academic institutes and clients who have purchased multiple access codes. You may not share your user name and password with any other person, nor may you share or transfer your subscription. MCL does not permit access through a single name and password being made available to multiple users on a network. MCL may cancel or suspend your access to the Site if you do this without further obligation to you.

## **7. Privacy Policy**

The information that you provide about yourself to MCL will only be used in accordance with the MCL privacy policy available at: [www.mowbray.uk.com](http://www.mowbray.uk.com)

## **8. No Warranty, Disclaimer of Liability and Indemnity**

Whilst every effort has been made to ensure the high quality and accuracy of the Site, MCL makes no warranty, express or implied concerning MCL Content, the Site, software or products or services available through the Site (the "Site Services"), which are provided "as is". MCL expressly disclaims all warranties, including but not limited to warranties of fitness for a particular purpose and warranties of merchantability. In no event will MCL, its affiliates or other suppliers be liable for direct, special, incidental, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising directly or indirectly from the use of (or failure to use) or reliance on the Site Services, even if MCL has been advised of the possibility that such damages may arise. MCL does not guarantee the accuracy, content, or timeliness of the Site Services or that they or related systems are free from viruses or other contaminating or destructive properties.

In no event will any liability of MCL, its affiliates, agents and licensors to you (and/or any third party) arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected with the Site Services or breach of these Terms by MCL exceed the amount, if any, paid by you to MCL in respect of the particular Site Service to which the claim relates.

Upon MCL's request, you agree to defend, indemnify and hold harmless MCL from any claims and expenses, including reasonable legal fees, related to any breach of these Terms by you or your use of any Site Services.

## 9. Force Majeure

MCL, its affiliates and its information providers will not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of MCL Content resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorised access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labour problems, wars, or governmental restrictions.

## 10. Miscellaneous

**Changes to these Terms.** MCL may, in its discretion, change these Terms (including those relating to your use of Site and/or MCL Content). When Terms are changed, MCL will notify you by email or by publishing details of those changes by including them in these Terms. If you use the Site after MCL has published or notified you of the changes, you are agreeing now to be bound by those changes. If you do not agree to be bound by those changes, you should not use the Site any further after they are published. Access to certain the MCL Content may be subject to additional terms and conditions.

**Advertising, Third Party Content and other Web Sites.** Parts of the Site may contain advertising or other third party content. Advertisers and other content providers are responsible for ensuring that material submitted for inclusion on the Site complies with international and national law. MCL is not responsible for any third party content or error, omission or inaccuracy in any advertising material. The Site may contain links to other web sites. MCL is not responsible for the availability of these web sites or their contents.

**Assignment of Agreement.** This agreement is personal to you and your rights and obligations under these Terms may not be assigned, sub-licensed or otherwise transferred. This agreement may be assigned to a third party by MCL.

**Non-Waiver.** No delay or omission on the part of either party in requiring performance by the other party of its obligations will operate as a waiver of any right.

**Notices.** Notices to MCL must be given in writing by letter and sent to MCL's last known place of business in Pontefract, UK (for the attention of the General Counsel).

**Severability/Survival/Statute of Limitations.** If any provision of these Terms is invalid or unenforceable, such will not render all the Terms unenforceable or invalid but rather the Terms will be read and construed as if the invalid or unenforceable provision(s) are not contained therein. Any cause of action of yours with respect to these Terms must be filed in a court of competent jurisdiction in the UK, within one year after the cause of action has arisen, or such cause will be barred, invalid, and void.

**Whole Agreement.** Save as expressly referred to herein, any representation, warranty, term or condition not expressly set out in these Terms shall not apply.

**Headings.** Headings in these Terms are for convenience only and have no legal meaning or effect.

## 11. Governing Law and Jurisdiction

These Terms shall be governed by, and construed in accordance with, English law. The parties irrevocably agree that the courts of England shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

For the exclusive benefit of MCL, MCL shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms are entered into in the course of your trade or profession, the country of your principal place of business.

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