

# ORTLINGHAUS UK LIMITED WEBSITE TERMS AND CONDITIONS OF USE

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We grant you a non-exclusive right to use the Site upon the following terms and conditions. Your continued use of this Site indicates your acceptance of these terms and conditions. We may terminate your access to or use of the Site at any time without notice, or change these terms and conditions by posting the changes on the Site. Your continued use of the Site after notice of changes shall mean you are bound by the new terms.

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**6.1.** These terms and conditions do not exclude our liability (if any) to you for personal injury or death resulting from our negligence, for fraud or for any matter which it would be illegal for us to exclude or to attempt to exclude its liability. We shall accept liability for foreseeable losses arising from our use of your personal data if caused by our negligence or wilful default.

**6.2.** Except as set out in paragraph 6.1, we will not be liable to you whether in contract, negligence or otherwise for any damage or loss, whether direct, indirect or consequential (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill, and pure economic loss) howsoever caused arising out of or in connection with the use of or inability to access this Site or from the use, accessing or downloading of any information on the Site.

**6.3.** Other than as set out in these terms and conditions, we disclaim all terms, conditions, representations and warranties (whether express or implied) to the extent the law allows.

## 7. Complete Agreement

**7.1.** These terms and conditions (including the Privacy Policy) contain all the terms and conditions which you and the Company have agreed in relation to the use of the Site. We may not necessarily keep a copy of them and advise you to print a copy of them for your information in the future.

**7.2.** If any section of these terms and conditions are held by a Court or other competent authority to be unenforceable then that section shall be considered deleted and not apply but the rest of the terms and conditions will.

## **8. Jurisdiction and acceptance of these terms and conditions**

These terms and conditions shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any dispute.

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