

# Terms of website use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website stickymonkey.com (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

## INFORMATION ABOUT US

Stickymonkey.com oppertae from Southwood buildings, southwood road, Tunbridge Wells. Kent. TN4 8SN

## ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We have the right in its absolute discretion at any time and without notice to amend, remove or vary the goods and/or any page of this website. We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us. 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, and you must not disclose it to any third party. You are not permitted to use any other user's account without their express permission. 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 opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

## MEMBER ACCOUNT, PASSWORD AND SECURITY

If our site, or any product or service offered through our site requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You then will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorised use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your account or password. You may not use anyone else's account at any time without the permission of the account holder.

## CHILDREN UNDER 18

We will only knowingly provide products or services to persons who can lawfully enter into and form contracts under applicable law.

If you are under the age of 18, but at least 13 years of age, you may order products or services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

Children under the age of 13 may view the Website but MAY NOT ORDER PRODUCTS OR SERVICES.

## OUR SERVICES

Create, design, customize products that are listed for sale.

Buy products that are listed for sale

Save and share designs that you may have created.

Save created images and designs into public and personal galleries.

Post your created images to social networks or blogs that you have the legal right to do so

Registering to subscribe to special offers and use of galleries

## INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged. You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## Reservation of title:

User acknowledges that these Terms of Use do not convey and that it derives no right, title or interest in or to any Intellectual Property Rights that vest or subsist in or relate to the Website and/or the services provided. We grant the user a limited revocable licence to access and use the Website and the service for its intended purposes, subject to users compliance with these Terms of Use. This licence does not include the right to collect or use information contained on the Website to create derivative works based on the layout or design, look-and-feel, or structure of the Website; or download or copy the Website (other than page caching). If user uses the Website in a manner that exceeds the scope of this licence or if it breaches these Terms of Use, We may revoke the licence and deny access to and use of the Website.

## Prohibition on infringement:

User acknowledges and agrees that We do not permit, authorise or condone and hereby expressly prohibits user from accessing or using the Website and/or the services in a manner that infringes, or is likely to infringe, the Intellectual Property Rights, or any other rights or privileges, of any person anywhere in the world.

Derivative material:

User shall own any Intellectual Property Rights in any original material that it authors, designs or creates using the functionality provided by the Website. If the user chooses to add any item to a public gallery, In consideration of the authorisation granted, User hereby grants to Us an irrevocable, perpetual, non-exclusive, worldwide licence to do all acts and things (including to authorise other persons to do all acts and things) comprised within the said Intellectual Property Rights.

## RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of goodwill;

wasted management or office time;

and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## Pricing and Availability

Whilst we try and ensure that all details, descriptions, prices and availability of goods which appear on this Website are accurate, errors may occur. If we discover an error in the price or availability of any goods which you have ordered we will inform you of this as soon as possible and give you the option of amending your order or cancelling it. If we are unable to contact you because the contact details supplied are incorrect, we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

## Delivery Costs

Delivery costs will be charged in addition to the cost of the goods; such additional charges are clearly displayed at the checkout and included in the 'Total Cost'.

## Payment

Upon receiving your order a standard authorisation check is carried out on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited and the transaction completed once authorisation has been received.

## INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## UPLOADING MATERIAL TO OUR SITE

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our terms of website use. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our terms of website use.

## VIRUSES, HACKING AND OTHER OFFENCES

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.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## 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, but 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 from any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

## LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## JURISDICTION AND APPLICABLE LAW

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## TRADEMARKS

Stickymonkey.com and the logo are trademark pending and cannot be used, copied, re distributed, shared, altered in anyway without prior authorisation from its owners

## VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding agreements between you and stickymonkey.com

## Privacy Policy

This privacy policy is for this Website and governs the privacy of its users who choose to use it. The policy sets out the different areas where user privacy is concerned and outlines the obligations & requirements of the users, the website and website owners. Furthermore the way this website processes, stores and protects user data and information will also be detailed within this policy.

## The Website

This Website and its owners take a proactive approach to user privacy and ensure the necessary steps are taken to protect the privacy of its users throughout their visiting experience. This Website complies to all UK national laws and requirements for user privacy.

This policy covers how we use your personal information. We take your privacy SERIOUSLY and will take all measures to protect your personal information. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products. You have the right to request that we delete any information held, such request must be made in writing either submitted by e-mail to info@signal-uk.co.uk or by mail to Signal UK Limited, Southwood Buildings, Southwood Road, Tunbridge Wells. Kent TN4 8SN

What Information Do We Collect?

We only collect information that we need that is related to your order. This includes your:

Billing Address

Shipping Address

Email Address

Credit Card Information

In addition we also collect information on your IP address, browser type, and Refer URL data. We use this data to prevent hacking attempts, help us know what web browsers people are using, and find out where our visitors are coming from so that we can improve our service.

## How Is My Information Used?

Your information is only used to fulfill your order. We do not sell or redistribute your information to ANYONE.

## Security and Storage

Only your order data billing, shipping, and order contents data is stored on our server. This information is encrypted using a Secure Sockets Layer before it is transmitted over a web server. We do not store your Credit Card data.

Cookies and Browser Information

Cookies are small files that reside on your computer and allow us to recognize you on your next visit or store your shopping cart contents. We use them only to track this information.

## Contact & Communication

Users contacting this Website and/or its owners do so at their own discretion and provide any such personal details requested at their own risk. Your personal information is kept private and stored securely until a time it is no longer required or has no use, as detailed in the Data Protection Act 1998. Every effort has been made to ensure a safe and secure form to email submission process but we advise users using such form to email processes that they do so at their own risk.

## External Links

Although this Website only looks to include quality, safe and relevant external links, users are advised to adopt a policy of caution before clicking any external web links mentioned throughout this Website. (External links are clickable text / banner / image links to other websites and social media). The owners of this Website cannot guarantee or verify the contents of any externally linked website despite their best efforts. Users should therefore note they click on external links at their own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned. In short we can only guarantee the owners "stickymonkey.com" privacy policy and cannot vouch for the security of any other websites or social media platforms.

