



# Terms of Use

**Please read these Terms of Use carefully before you start to use the site. Please note that we may update these Terms of Use from time to time so please review these pages regularly. We are not responsible for the content of external sites.**

## **1. Terms of website use**

This page (together with the documents referred to on it) details the terms of use ("Terms of Use") on which you may make use of our website <https://www.wearespoke.co.uk>. ("Our Site"), whether as a guest or a registered user.

**BY USING OUR SITE, YOU ACCEPT THESE TERMS OF USE AND AGREE TO ABIDE BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE REFRAIN FROM USING OUR SITE.**

## **2. Information about us**

Our Site is a site operated by Spoke Conversation Limited ("we"/ "our"). Any reference in these Terms of Use to "you" or "your" means you as a user of Our Site.

## **3. 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 (see below). 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.

If you choose, or 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. We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time if in our sole opinion you have failed to comply with any of the provisions of these Terms of Use.



When using Our Site, you must comply with the provisions of these Terms of Use. You are responsible for making any 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 of Use and that they comply with them.

#### **4. 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 (the “Works”). The Works are protected by international copyright laws and treaties. All our rights in respect of the Works and Trademarks are reserved.

Subject to the provisions of copyright laws such as the Copyright, Designs and Patents Act 1988 (as amended from time to time) and subject to the paragraph immediately following you may print off one copy and may download extracts of any page 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 or downloaded in any way, and you must not use any illustrations, images, photographs, video, music, audio or any graphics separately from their 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 written licence to do so from us. 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 any materials you have made.

#### **5. Reliance on information posted**

Commentary and other materials posted on Our Site are not intended to constitute advice on which reliance should be placed. We 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.



## **6. 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.

## **7. Our liability**

The material displayed on Our Site is provided without any guarantees, conditions, representations or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

### **7.1**

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and any liability for any direct, indirect or consequential loss or damage incurred by you or any user in connection with Our Terms of Use - Spoke Conversation 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 but not limited to 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 reputation loss of goodwill; wasted management or time; and 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.

Nothing in these Terms of Use affects 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 by applicable law be excluded or limited.



## **8. 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.

## **9. Transactions concluded through our site**

Contracts for the supply of services or information formed through Our Site or as a result of visits made to the site are governed by our terms and conditions of supply.

## **10. Viruses, hacking and other offences**

You must not misuse Our Site by knowingly introducing viruses, trojans, worms, logic bombs or any 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 including via a denial-of-service attack or a distributed denial-of service attack.

By breaching any provision of this clause 10, you understand that you would commit a criminal under the Computer Misuse Act 1990 (as amended from time to time). Upon discovery 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.



## **11. Linking to our site**

You may link your website to any publicly accessible page on our website provided always that you do so in a way that is fair and legal and does not damage or take advantage of our reputation. You must not establish a link in such a way as to suggest any form of association or connection with us or our group of companies or approval or endorsement on our part where none exists.

We reserve the right to withdraw this linking permission at any time and without notice and you hereby agree that you will promptly comply with any request by us to remove a link to our website from your website.

Our Site must not be “framed” (meaning displayed on another site within a frame or window) on any other site. We reserve the right to change the URL of any page or withdraw linking permission without notice. If you wish to make any use of material on Our Site other than that set out above, please address your request to [hello@wearespoke.co.uk](mailto:hello@wearespoke.co.uk).

## **12. 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. You acknowledge that 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.

## **13. Jurisdiction and applicable law**

These Terms of Use are governed by English law. The English courts will have 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 Terms of Use in your country of residence or any other relevant country.



#### **14. Variations**

We may revise these Terms of Use at any time. You agree to review our Terms of Use on a regular basis to take notice of any changes we may have 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.

#### **15. Entire agreement**

Unless expressly provided herein, these Terms of Use constitute the entire agreement between us in connection with its subject matter and precedes any other agreement, whether written or oral, in connection with the same.

#### **16. Your concerns**

If you have any concerns about material which appears on Our Site, please contact [hello@wearespoke.co.uk](mailto:hello@wearespoke.co.uk).

Thank you for visiting our site.

