

# ATELIER

L O N D O N

## Website Terms and Conditions of Use

Please read these Terms and Conditions (“Terms”) carefully as they tell you the rules, rights and remedies for using our website, [www.atelier-club.com](http://www.atelier-club.com) (our site). They were last amended on 05<sup>th</sup> of November 2020.

### Who We Are and How To Contact Us

[www.atelier-club.com](http://www.atelier-club.com) is a site operated by Atelier Club Limited (“Atelier” or “We”), a limited liability company registered in England and Wales under company number 12076198, having its registered office at Un9 Armstrong House First Avenue, Finningley, Doncaster, Yorkshire, DN9 3GA.

To contact us, please email [founder@artstokk.com](mailto:founder@artstokk.com).

### By Using Our Site, You Accept These Terms

By using our site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use and/or must cease using our site.

### There Are Other Terms That May Apply to You

These Terms refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy. See further under ‘How we may use your personal 0’.
- Our Cookie Policy, which sets out information about the cookies on our site.

### We May Make Changes to These Terms

We amend these Terms from time to time. Every time you wish to use our site, please check these Terms to ensure you understand the terms that apply at that time. These Terms were most recently updated on 05/11/2020, when the site was first published.

# ATELIER

L O N D O N

## **We May Make Changes to Our Site**

We may update and change our site from time to time to reflect changes to our products and services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

## **We May Suspend or Withdraw Our Site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **We May Transfer This Agreement to Someone Else**

We may transfer our rights and obligations under these Terms to another organisation. We will always notify you if this happens and we will ensure that the transfer will not affect your rights under the contract.

## **Acceptable Use of Our Site**

You may use our site only for lawful purposes and subject to these Terms. You agree not to access our site without authority, interfere with, damage or disrupt: i) any part of our site, ii) any equipment or network on which our site is stored, iii) any software used in the provision of our site; or iv) any equipment or network of software owned or used by any third party.

## **How You May Use Material on Our Site**

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 use and you may draw the attention of others to content 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.

# ATELIER

L O N D O N

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

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.

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.

## **Do Not Rely on Information on Our Site**

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.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

## **We Are Not Responsible for Websites We Link To**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## **Our Responsibility For Loss or Damage Suffered By You**

*Whether you are a consumer or a business user:*

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in terms and conditions agreed separately with you.

*If you are a business user:*

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

# ATELIER

L O N D O N

- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

*If you are a consumer user:*

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## **How We May Use Your Personal Information**

We will only use your personal information as set out in our Privacy Policy.

## **We Are Not Responsible For Viruses and You Must Not Introduce Them**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes 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 that 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.

# ATELIER

L O N D O N

## Rules About 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.

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.

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

In any event, the website in which you are linking must comply in all respects (that is compliance in spirit as well as to the letter) with the following content standards:

***The content or contribution must*** i) be accurate (where it states facts), ii) be genuinely held (where it states opinions) and iii) comply with the law applicable in England and Wales and in any country from which it is posted.

***The content or contribution must not:*** be defamatory of any person; be obscene, offensive, hateful or inflammatory; bully, insult, intimidate or humiliate; promote sexually explicit material; include child sexual abuse material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringe any copyright, database right or trade mark of any other person; be likely to deceive any person; breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence; be in contempt of court; be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; be likely to harass, upset, embarrass, alarm or annoy any other person; impersonate any person, or misrepresent your identity or affiliation with any person; give the impression that the content or contribution emanates from Atelier, if this is not the case; advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse; contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or contain any advertising or promote any services or web links to other sites.

## Which Country's Laws Apply to Any Disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will

# ATELIER

L O N D O N

have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.