

**THOMAS INTERNATIONAL UK LIMITED**  
**TERMS OF WEBSITE USE**  
**This version: 1.0**  
**Version date: 24 MAY 2011**

1. This page (together with the documents referred to in it) sets out the terms and conditions that apply to your use of the website **www.thomasinternational.net** and [www.thomas.co.uk](http://www.thomas.co.uk) and its related sub-domains (**the website**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the website.
2. By using the website you indicate your acceptance of these terms of use and your agreement to abide by them. If you do not agree to these terms of use you should not use the website.
3. We reserve the right to amend these terms at any time. It is your responsibility to review these terms each time you agree to buy any goods or services via the website.

**Information about us**

4. **www.thomasinternational.net** is a website operated under licence to **Thomas International UK Limited** ("We"). We are registered in England and Wales as a limited company under company number **02518079** and have our registered office at Harris House, 17 West Street, Marlow, Buckinghamshire, SL7 2LS. Our VAT number is GB 538 0254 54.

**Accessing the website**

5. We reserve the right to withdraw or amend the website or any service we provide on the website without notice. We will have no liability or responsibility if for any reason the website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the website, or our entire website, to users who have registered with us.
6. 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. 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.
7. When using the website, you must comply with the provisions of any acceptable use policy we publish on the website.
8. If you are registered as a business user of the website, you represent and warrant that you (the individual doing so) have the authority to do so and to bind any relevant legal entity on whose behalf you are acting.
9. You agree to indemnify (i.e. compensate) us for any loss, damage, cost or expense we suffer as a result of a failure by you to observe and comply with the conditions of these terms of use or any document referred to in them.
10. We reserve the right to suspend your access to the website or your registration as a user immediately if you fail to comply, or we have reasonable grounds to believe that you are failing to comply, with any of these terms of use or any document referred to in them.

**Transactions concluded through the website**

11. Nothing in this website is intended as a contractual offer for the provision of our goods or services capable of acceptance by you as principal or agent.

## **Cancelling your registration as a user**

12. You can cancel your registration as user of the website at any time but this will not affect your obligations in relation to any services or information you have already received.

## **Intellectual property rights**

13. We are the owner or licensee of all intellectual property rights in the website and the material published on it. Those works are protected by copyright, trade mark and other laws around the world. All such rights are reserved.
14. You may print off one copy, and may download extracts, of any page(s) from the website for your personal reference and you may draw the attention of others within your organisation to material posted on the website.
15. You must not use any part of the materials on the website for commercial purposes or for any other purpose not permitted by these terms of use without obtaining a licence to do so from us or our licensors, unless you have obtained the materials as an online client, in which case your use of those materials is subject to the terms and conditions applicable to the use of those products.
16. "Thomas" and the jigsaw piece logo are trade marks of Thomas International Limited, of which Thomas International UK Limited is a licensee.

## **Content of the website**

17. Commentary and other materials posted on the website are not intended to amount to advice on which reliance should be placed. We will have no liability or responsibility for any reliance placed on such materials by any visitor to the website or by anyone informed of any of its contents.
18. You should not act or refrain from acting based on any information you obtain from this website unless you have taken appropriate specific advice from a suitably qualified individual.
19. We may change the content of the website at any time. If the need arises, we may suspend access to the website, or close it indefinitely. Any of the material on the website may be out of date at any given time, and we are under no obligation to update such material.
20. If you have any concerns about material which appears on the website, please contact [webmaster@thomasinternational.net](mailto:webmaster@thomasinternational.net) .

## **Our liability and status**

21. Where you obtain products (including services) from us for which you have paid, the supply of such products is subject to our standard terms and conditions, which supersede the terms set out below.
22. The material and content displayed on the website is provided without any guarantees, conditions or warranties from us as to its accuracy. To the extent permitted by law, we and other members of our group of companies expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
23. We will not be responsible to you for:
  - any losses which are not a foreseeable consequence of an act or omission by us relating to the website. Losses are foreseeable where they could be contemplated by you and us at the relevant time you used the website
  - loss of income, revenue, business, profits, or contracts (whether direct or indirect)
  - loss of anticipated savings
  - loss of or corruption to data

- loss of goodwill
  - wasted management or office time.
24. Regardless of the previous paragraphs in this section, if we are found to have any liability to you, that liability will be limited to **£100**.
25. None of the above affects our liability for death or personal injury arising from our negligence, nor for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.
26. No agency, partnership, joint venture, employment relationship or franchise relationship is intended or created between you and us as a result of your use of the website or by you entering into any contract to buy Products.

### **Information about you and your visits to the website**

27. We process information about you in accordance with our privacy policy which may be accessed at [www.thomasinternational.net/TermsOfUse.aspx](http://www.thomasinternational.net/TermsOfUse.aspx) . By using the website, you consent to that processing and you warrant that all data provided by you is accurate.

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

28. You must not misuse the website 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 the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the website 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 may report any such breach to the relevant law enforcement authorities and disclose your identity and relevant personal details to them. In the event of such a breach, your right to use the website will cease immediately.

### **Links to and from the website**

29. 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, and does not 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. The website must not be framed on any other website. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in any acceptable use policy we publish on the website.
30. Where the website 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 liability or responsibility for them or for any loss or damage arising from your use of them.

### **Jurisdiction and applicable law**

31. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to the website 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 are governed by English law.

### **Variations**

32. 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 the website.

24<sup>th</sup> May 2011

Thomas International UK Limited  
Harris House, 17 West Street  
Marlow, Bucks  
SL7 2LS UK

[webmaster@thomasinternational.net](mailto:webmaster@thomasinternational.net)

t: +44 1628 475366