



Think Tank Productions Ltd

## **Terms and conditions - use of website**

Think Tank Productions Ltd ("Think tank") provides the Think Tank Web site including the Think Tank Home Page, the Think Tank Shop (easyonlineshop.co.uk) and other Think Tank content (collectively, the "Think Tank Site") subject to your compliance with the terms and conditions below. PLEASE READ THIS BEFORE ACCESSING THE Think Tank SITE. BY ACCESSING THE Think tank SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE Think tank SITE.

### **Rules**

While visiting the Think Tank Site, you may also not: post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Think Tank Site in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Think Tank Site or the Internet; post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component; upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Think Tank Site which is protected by copyright, or other intellectual property right, or derivative works with respect hereto, without obtaining permission of the copyright owner or right holder.

### **Monitoring**

Think Tank Productions Ltd has no obligation to monitor the Think Tank Site. However, you agree that Think Tank Productions has the right to monitor the Think Tank Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Think Tank Site properly, or to protect itself or its subscribers. Think Tank Productions Ltd will not intentionally monitor or disclose any private electronic-mail message unless required by law. Think Tank Productions Ltd reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.



## **Privacy**

Think Tank Productions Ltd cannot ensure or guarantee privacy for Think Tank users. It is therefore recommended that this service not be used for the transmission of confidential information. Any such use shall be at the sole risk of the user, and Think Tank Productions Ltd and its affiliate and related companies shall be relieved of all liability in connection therewith.

## **Limitation of Liability**

Think Tank Productions Ltd takes no responsibility for the accuracy or validity of any claims or statements contained in the documents and related graphics on the Think Tank Site. Further, Think Tank Productions Ltd makes no representations about the suitability of any of the information contained in software programs, documents and related graphics on the Think Tank Site for any purpose. All such software programs, documents and related graphics are provided without warranty of any kind. In no event shall Think Tank Productions Ltd be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of information available from the service.

## **Recourse**

If you are dissatisfied with the Think Tank Site or with any terms, conditions, rules, policies, guidelines, or practices of Think Tank Productions Ltd in operating the Think Tank Site, your sole and exclusive remedy is to discontinue using the Think Tank Site.

## **Confidential Information**

You authorise Think Tank Productions Ltd to collect from any party and to retain all relevant information relating to your use of the Think Tank Site, and you hereby authorise any party to provide us with such information. You understand and agree that unless you notify Think Tank Productions Ltd to the contrary by e-mailing us, you further authorise Think Tank Productions Ltd to disclose, on a confidential basis, to any party with whom Think Tank Productions Ltd has business relations all relevant information relating to your dealings with us and the Think Tank Site. This shall be in accordance with the Data Protection Act 1998. Details of which can be obtained in a separate document on this site.



## **Indemnity**

You agree to defend, indemnify and hold Think Tank Productions Ltd and its affiliate and related companies harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any Violation of this Agreement by you or users of your account, or in connection with the use of the Think Tank Site or the Internet or the placement or transmission of any message, information, software or other materials on the Think Tank Site or on the Internet by you or users of your account.

## **Trademarks**

Think Tank, easyonlineshop and other names, logos and icons identifying Think Tank and Think Tank Productions Ltd products and services referenced herein are copyright trademarks or registered trademarks of Think Tank Productions Ltd. All other product and/or brand or company names mentioned herein are the trademarks of their respective owners.

## **DISCLAIMER**

THE MATERIAL CONTAINED IN THIS ARCHIVE IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND THE PERFORMANCE OF THE MATERIAL IS ASSUMED BY THE USER, AND IN NO EVENT WILL Think Tank Productions BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR DIRECT DAMAGES SUFFERED IN THE COURSE OF USING THE MATERIAL IN THIS ARCHIVE. USE OF THE FREWARE AND SHAREWARE PROGRAMS CONTAINED IN THIS ARCHIVE ARE GOVERNED BY THEIR RESPECTIVE LICENSE AGREEMENTS AND MAY CONTAIN RESTRICTIONS ON USE INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT(S) TO PAY THE AUTHOR(S) A SPECIFIED AMOUNT AFTER A TRIAL PERIOD HAS ELAPSED.

## **Miscellaneous**

This Agreement, including any and all documents referenced herein, constitute the entire agreement between [thinktankproductions.co.uk](http://thinktankproductions.co.uk) [t-t-p.co.uk](http://t-t-p.co.uk) [iridica.co.uk](http://iridica.co.uk) [iridica.com](http://iridica.com) [imagesomnia.co.uk](http://imagesomnia.co.uk) [easyonlineshop.co.uk](http://easyonlineshop.co.uk) or [easyonlineshop.net](http://easyonlineshop.net) and you pertaining to the subject matter hereof. Think Tank Productions Ltd's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or right. If any of the provisions contained in this Agreement be determined to



be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.

### **Governing Law**

This Agreement is governed by the law of England and Wales and may not be varied except by agreement in writing. The parties hereto submit to the non-exclusive jurisdiction of the English courts.

TCWEB 2005