# Acecura 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 Acecura.com, our Acecura.com email newsletter and our Acecura.com iPhone, iPad and Android apps (“**our site”**). 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, please refrain from using our site.

**Information about us**

Acecura.com is a site operated by Hypercare Systems Ltd (**“We”**). We are registered in England and Wales under company number 13281883 and have our registered office at Abbots House, Abbey Street, Reading, RG1 3BD.

**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, 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. 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 or we believe your user identification has been compromised or otherwise believe there is a security risk presented by use of such user identification.

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.

**Prohibited uses**

In accessing any part of our site, you agree:

• not to use our site in such a way that disrupts, interferes with or restricts the use of our site by other users;

• not to reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of our site; and

• not to change, modify, delete, interfere with or misuse data contained on our site and entered by or relating to any third party user of our site.

Material contained in our site must not be reproduced or exploited for commercial gain. All other rights are reserved and users must seek our permission before making any other use of material contained in our site.

**Content Standards & Uploaded Content**

These Content Standards apply to any content or comments posted or uploaded on our site. The Content Standards must be complied with in spirit as well as to the letter. We will determine, in our discretion, if such postings breach the Content Standards. We reserve the right to edit, not publish or to remove any content whether or not it complies with these Content Standards. Although our site is fully moderated, we are under no obligation to you or any other person to oversee, monitor or moderate our site or any other service we provide on our site and we may stop moderating our site at any time.

Postings must:

Be genuinely held (where it states opinion)

* Be relevant
* Be written in English and comply with acceptable standards of spelling and grammar
* Comply with the laws applicable in England and Wales and in any country from which it is posted

Postings must not:

* Contain specific accusations of material negligence; or accusations of abuse; or accusations of criminal activity
* Be defamatory of any individual or organisation
* Be obscene, offensive, hateful, threatening, harassing or unlawful
* Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
* Contain abusive language
* Disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual
* Be written in capitals
* Stereotype sections of society
* Name any organisations/businesses other than the organisation/business that is relevant to the listing, review etc…
* Infringe any copyright, database right or trademark of any other 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 or breach of a court order
* Impersonate any person, or misrepresent your identity or affiliation with any person
* Give the impression that the posting emanates from us if this is not the case
* Advocate, promote, incite any third party to commit, or assist any unlawful or criminal act
* 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
* Contain any advertising or promote any services or web links to other sites.

Content standards also apply to any videos uploaded to the site and, in addition to the general content standards listed above, the following specific standards (“Video Standards”) will apply:

* videos will only be posted by someone who has obtained all necessary rights and permissions to do so. Such rights and permissions will include (but not be limited to) licences and releases of any applicable copyright and performers’ rights licences and releases and consents under the General Data Protection Regulations (GDPR) from anyone shown in the video or whose personal data is used in the video;
* videos will comply with the laws applicable in England and Wales and in any country from which it is posted;
* videos will not contain strobing or flashing content or other material which carries a material risk of triggering migraines, photo-sensitive epilepsy or other conditions affected by visual material;
* videos will not contain any material which would prevent the video in question obtaining a PG rating as a maximum were it subject to classification by the BBFC under its then current guidelines.

Notice & Take Down Procedure: If you believe that content on our website may breach any of our Content Standards you can alert one of our moderators by clicking on the link provided or by emailing info@acecura.com. You will need to provide your email address and/or telephone together with a short explanation why you believe the content does not comply with our Content Standards. Reporting content will not automatically remove it, but will ensure we look at it as soon as possible. The moderators will then decide whether to remove it permanently or reinstate it.

License of Content: By submitting content to our site, you agree to grant us a non-exclusive, perpetual royalty-free, transferable and sub-licensable licence to use that content. Although you will still own the copyright in your content, we will have the right to freely use, edit, alter, reproduce, publish and/or distribute the material contained in your content. You further grant us the right to pursue at law any person or entity that violates your or Tomorrows Guides' rights in the uploaded content by a breach of these terms.

Indemnification: You agree to indemnify and hold us harmless from and against any direct or indirect loss or damage (including consequential loss and loss of profits, goodwill or business opportunities) arising from any third party claim in relation to content you have uploaded onto our website or your breach of the provisions of these terms.

Social Media: We have a social media presence and use Facebook and Twitter among other social media platforms. Please note that material posted by you to this site may be reposted or promoted by us on our social media platforms on the same conditions as apply to our website and subject to any additional conditions imposed by the platform in question. By posting to our website you are deemed to consent to any reposting or promotion by us using social media.

**Intellectual property rights**

We are the owner of all intellectual property rights in the material and data on our site, subject to the provisions in the intellectual property rights in the Content Standards and Uploaded Content (see above). Such rights include, but are not limited to:

• unregistered trade mark rights protecting our business and trading names;

• database rights protecting the data published on our site;

• copyright and design rights in the text and graphics on our site; and

• copyright in the software used on our site other than that licensed to us.

You must only use the materials and/or data on our site for personal and non-commercial purposes and in accordance with the terms below.

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.

We expressly prohibit any third party from gathering, extracting, reproducing and/or displaying any material or data on or from our site, regardless of how such material or data is obtained (eg by the use of spiders or other ‘screen scraping’ software or system used to extract data) or the reason it is obtained. If you print off, copy or download any part of our site or use the data on 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, and delete the data from any medium in your possession, custody or control. You may also be exposed to a possible claim for damages for breach of intellectual property rights and/or contract. We expressly reserve all rights in this regard.

You agree to indemnify and hold us harmless from and against any direct or indirect loss or damage (including consequential loss and loss of profits, goodwill or business opportunities) arising from any third party claim in relation to your use of our site or your breach of the provisions of these terms.

**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.

**Limitation of 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:

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

2   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:

2.1 loss of income or revenue;

2.2 loss of business;

2.3 loss of profits or contracts;

2.4 loss of anticipated savings;

2.5 loss of data;

2.6 loss of goodwill;

2.7 wasted management or office time; and

2.8 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.

Our liability for losses suffered as a result of a breach of these terms by us is strictly limited to liability in respect of claims brought within one year of the material being first displayed on our site.

**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.

**Use of your email address**

When you send emails or request brochures through the profile pages, you are required to enter your email address. We will pass your email address on to the relevant organisation and/or their representative so that they can respond to your query.

**Viruses, hacking and other offences**

You must not misuse our site by knowingly or recklessly 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 and other relevant laws in this and other jurisdictions. 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 site, 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. Our site must not be framed on any other site. We reserve the right to 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@acecura.com.

**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 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.

**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.

**Your concerns**

If you have any concerns about material which appears on our site, please contact hello@acecura.com.

Thank you for visiting our site.