

## **Terms and Conditions of use of Synergy Kitesports website.**

### **1. Acceptance of Terms**

Your access to and your use of Synergy Kitesports Website (the website) is subject exclusively to these Terms and Conditions. You will not use the website for any purpose that is unlawful or prohibited by these Terms and Conditions. By continuing to use the website you fully accept the terms, conditions and disclaimers contained herein. If you do not accept these Terms and Conditions you must immediately stop your use of the Website.

### **2. Advice**

The contents of the Website do not constitute advice, implied or otherwise and should not be relied upon in making or refraining from making any decision.

### **3. Changes to the Website**

Synergy Kitesports reserves the right to:

#### **3.1**

Change or remove (temporarily or permanently) in whole or any part the Website without notice and you confirm that Synergy Kitesports shall not be liable to you for any such change or removal; and

#### **3.2**

Change these Terms and Conditions at any time, and that your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

### **4. Links to Third Party Websites**

The website includes links to other third party websites that are controlled and maintained by others. Any links to other websites are not an endorsement of such websites and you acknowledge and agree that Synergy Kitesports are in no way responsible for the content or availability of any such sites.

### **5. Copyright**

#### **5.1**

All copyright, trademarks and all other intellectual property rights in the website and its content (including without limitation the website design, text, graphics, images, documents and all software and source codes connected with the Website) are owned by or licensed to Synergy Kitesports or otherwise used by Synergy Kitesports as permitted by law.

#### **5.2**

Synergy Kitesports grant to you a worldwide non-exclusive royalty-free revocable licence to:

- (a) View this website and the material on this website on a computer or mobile device via a web browser;
- (b) Copy and store this website and the material on this website in your web browser cache memory; and
- (c) Print pages from this website for your own (personal and non-commercial) use.

**We do not grant you any other rights in relation to this website or the material on this website. In other words, all other rights are reserved.**

**For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast or show or play in public this website or the material on this website (in any form or media) without our prior written permission.**

#### **5.3**

Full details of our Copyright Policy can be found on our [copyright page](#).

### **6. Disclaimers and Limitation of Liability**

#### **6.1**

The website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

#### **6.2**

To the extent permitted by law, Synergy Kitesports will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

#### **6.3**

Synergy Kitesports makes no warranty that the functionality of the website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

#### **6.4**

Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Synergy Kitesports for death or personal injury as a result of the negligence of Synergy Kitesports or that of its employees or agents.

### **7. Indemnity**

You agree to indemnify and hold Synergy Kitesports and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Synergy Kitesports arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

### **8. Severance**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable

### **9. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and you hereby submit to the exclusive jurisdiction of the Scottish courts.

### **10. Date and Version Control**

These terms and conditions were last updated on 30<sup>th</sup> March 2011