



Terms and Conditions of Website Use

These Terms and Conditions of Website Use and our Privacy and Cookies Policy (together known as the Terms and Conditions), govern your use of the website (www.ecoduct.co.uk) and other social media sites it may from time to time associate with; 'websites' and your relationship with EcoDuct ('EcoDuct', 'we' or 'us').

Please read carefully as these Terms and Conditions affect your rights and liabilities under the law. If you do not agree with any of these Terms and Conditions, please do not use our website.

These Terms and Conditions do not affect your statutory rights.

Disclaimer

EcoDuct endeavours to ensure that the information contained on this website is true and accurate at all times but we cannot give any warranty to that effect. We cannot be responsible for the consequences of reliance on that information.

In particular, please note that we cannot accept any responsibility for the contents of materials viewable from this site which are not provided or maintained by us. These materials may be provided by (but are not limited to) links, frames and portals.

This disclaimer does not affect your statutory rights.

Terms and Conditions of Website Use

Access to and use of the website is provided by EcoDuct subject to the following terms:

By using the website you agree to be legally bound by these terms, which shall take effect immediately on your first use. If you do not agree to be legally bound by all the following terms, please do not access and/or use the websites.

EcoDuct may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes. Your continued use of the website after changes are posted means you agree to be legally bound by these terms as updated and/or amended. If you do not accept the new Terms and Conditions you should not continue to use our website.

The services provided by the website do not include the provision of computer or other necessary equipment to access the website. You will require internet connectivity and appropriate telecommunication links. We shall not be liable for any telephone or other costs that you may incur.

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Ecoduct will not be liable for any damages, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits, arising from or in connection with the use of the websites. Although we will do our best to provide constant, uninterrupted access to the websites, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.

Ecoduct does not warrant that functions contained in the website's content will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes them available are free of viruses or bugs. You must take your own precautions in this respect as we accept no responsibility for any infection by virus or other contamination or by anything which has destructive properties.

You may not use the website for any of the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material
- transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice
- gaining unauthorised access to other computer systems
- interfering with any other person's use or enjoyment of the websites
- breaching any laws concerning the use of public telecommunications networks
- interfering or disrupting networks or web sites connected to the websites
- making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

We reserve the right to refuse to post material on websites or to remove material already posted on a website.

You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out or in connection with:

- any claim by any third party that the use of the Ecoduct website by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
- any claim by any third party that the use of the Ecoduct website by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
- any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Ecoduct website by you.

To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to our websites.

The presentation of material on this website and the geographical designations employed do not imply the expression of any opinion whatsoever on the part of Ecoduct concerning the legal status of any country, territory or area, or concerning the delimitation of its frontiers or boundaries. These terms shall be governed by and interpreted in accordance with the laws of England.

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Privacy Policy and Cookies

Ecoduct has created this privacy policy to demonstrate our commitment to the privacy of the users of our websites. Please read the following to learn more about our privacy policy and how we treat personally identifiable information collected from our visitors and users.

This privacy policy covers our treatment of personally identifiable information collected by us through our website. This privacy policy does not apply to the practices of companies that we do not own or control, or of persons that we do not employ or manage, including any third-party content contributors bound by contract and any third-party websites to which our website links.

You can visit our website without revealing any personal information. However, we will need certain personal information if you wish use any of our services. Where required, this information may include your personal contact information and/or your company contact information. We will use this information to reply to your enquiries, to provide you with requested products and services and to contact you regarding new products and services. By accessing the services of Ecoduct and voluntarily providing us with the requested personal information, you consent to the collection and use of the information in accordance with this privacy policy.

Most websites use cookies to improve your browsing experience. At present, we do not use cookies for this purpose but we reserve the right to do so if we feel this is appropriate in the future. Every website visitor will be clearly informed of any policy change.

Cookies are small amounts of information in the form of text files sent by our website (or the website of a company we have a relationship with) to your computer or mobile device when you visit our website. They ask permission to be placed on your computer's hard drive or in the memory of your mobile device. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We automatically receive and record non-personal information on our server logs from your browser including your IP address, cookie information and the page you requested. We may use this information to customise the advertising and content you see and to fulfil your requests for certain products and services. However, we do not connect this non-personal data to any personal information collected from you.

Ecoduct may disclose some of your personal information to third parties who work with us to provide delivery and related services requested by you. We will share personal information for these purposes only with third parties whose privacy policies are consistent with ours or who agree to abide by our policies with respect to personal information. We may otherwise disclose your personal information when: we have your express consent to share the information for a specified purpose; we need to respond to subpoenas, court orders or such other legal process; we need to protect the personal safety of the users of our websites or defend the rights or property of Ecoduct; we find that your actions on our websites violate our Terms and Conditions or any of our usage guidelines for specific products or services.

If you do not consent to the collection, use or disclosure of your personal information as defined in this policy, please do not provide any personal information to us. If you have provided personal information to Ecoduct and no longer consent to its use or disclosure as outlined herein, please notify us at tim.mott@ecoduct.co.uk.

Unfortunately, no data transmission over the internet can be considered 100% secure. However, your information is protected for your privacy and security in certain areas of our websites, as identified on the site. We also safeguard your personal information from unauthorised access, through access control procedures, network firewalls and physical security measures.

If you have any questions or suggestions about this privacy policy, or your own personal information, please e-mail us at tim.mott@ecoduct.co.uk.

General

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

If you breach any of these Terms and Conditions and Ecoduct ignores this, we will still be entitled to use our rights and remedies at a later date or in any other situation in which you breach our Terms and Conditions.

We will not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our control and any person not party to these Terms and Conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this shall not affect any right or remedy of a third party which exist or are available apart from that Act.

If you have any queries please contact tim.mott@ecoduct.co.uk.