

## WEBSITE AND SERVICE TERMS AND CONDITIONS

### 1 OVERVIEW

- 1.1 This website (further referred to as, the “**Website**”) is operated by Jaspinder Kaur Dhamrat at Ilford, UK (further referred to as “**Notary**”, “**we**”, “**us**” or “**our**”).
- 1.2 Our Website Terms and Conditions together with our [Privacy Policy](#) and [Cookies Notice](#) (all such documents together referred to as, the “**Terms**”) set out the agreement between the Company and you (further referred to as “**you**”, “**your**” or “**User**”) in relation to your access, perusal, subscriptions to communications and all other use of our Website.
- 1.3 **Your acceptance. Please read these Terms carefully before using the Website. By using the Website you accept and agree to comply with these Terms without limitation or qualification and acknowledge that you are bound by them. If you do not wish to be bound by these Terms you should not use the Website in any way.**
- 1.4 **Changes. We may change these Terms from time to time without notice to you and the amended Terms will become part of your agreement with us. It is your responsibility to check this page periodically for any such changes. Your continued use in any manner of the Website constitutes acceptance of any changes to the Terms.**
- 1.5 If you have any questions about these Terms, please contact us at [jaspinder@jkdnnotary.com](mailto:jaspinder@jkdnnotary.com).

### 2 USE OF THE WEBSITE

- 2.1 Nothing in these Terms grants you any legal rights in the Website, other than as necessary to enable you to access the Website for use in accordance with these Terms.
- 2.2 The Website is intended for use only by those who can access it from within the UK and we do not guarantee compliance of our Website with any laws outside of UK. If you choose to access the Website from locations outside the UK, you are responsible for compliance with applicable local laws.
- 2.3 The Website is not intended for use by children. If you are under 18, please do not use the Website without the involvement of a parent or guardian.

### 3 GENERAL RESPONSIBILITIES OF USERS

- 3.1 You agree to comply with these Terms.
- 3.2 You agree that you are solely responsible for:
  - (a) all costs and expenses you may incur in relation to your use of the Website; and
  - (b) configuring your information technology, computer programmes and platform appropriately in order to access our Website, and you will use your own appropriate virus protection software to protect your device.
- 3.3 If you choose, or you are provided with, a User name and password or any other account information as part of our security procedures to enable you to use the Website, you must treat such information as confidential and not disclose it to any third party.

3.4 We have the right to disable any User name or password, whether chosen or allocated, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

3.5 If you know or suspect that anyone other than you knows your User name or password, you must promptly notify us.

#### **4 WEBSITE AND SERVICE AVAILABILITY**

4.1 Unless otherwise agreed in the Terms, the Company reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the Website, with or without notice.

4.2 We may prevent or suspend your access to the Website, if, in our reasonable opinion, you do not comply with any part of these Terms or any applicable law.

#### **5 WEBSITE CONTENT**

5.1 The Website and all information, graphic representations or images on it including, but not limited to, source code and all other content (together referred to as, "**Content**"), are owned by, or licensed to, the Company. For the avoidance of doubt, The copyright and all other intellectual property rights in relation to the Content are the sole and exclusive property of the Company or its licensors. The Content is protected by copyright laws and treaties around the world. The Company and its licensors reserve all rights.

5.2 You must not use, transfer, copy, reproduce or alter the Content, whether in digital (whether viewed online or downloaded) or printed form, in whole or in part, in any form or by any means, electronic, mechanical or otherwise, except for the sole purpose of viewing the Content in accordance with the Terms.

5.3 You may browse the Website and view its Content on the screen of your device and you may print one copy of the Content solely for your personal use in connection with your use of our Website's features.

5.4 You must also not use any illustrations, photographs, video or audio sequences or any graphics which constitute or include Content separately from any accompanying text. Our and our licensors' status as the authors of Content must always be acknowledged. If you print off, copy or download any Content in breach of these Terms, your right to use our Website and Content will cease immediately and you must destroy without delay any physical or digital copies of Content you have made.

5.5 Any new features or tools which are added to the Website are part of the Content and their use is subject to the Terms.

5.6 The Content on the Website is provided for general information only and should not be relied upon. Any reliance is at your own risk. In particular, the Content is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content.

5.7 We are not responsible if Content made available on the Website is not accurate, complete or current and we often rely on third parties to provide information which is part of the Content.

- 5.8 We may update and change the Content on the Website from time to time, but we do not guarantee that all Content is up to date and we are under no obligation to update any Content.
- 5.9 The Website may contain hyperlinks or references to third party websites other than our Website, such as the Notaries Society.
- 5.10 Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them.
- 5.11 The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services.
- 5.12 Your use of a third party site may be governed by the terms and conditions of that third party site.

## **6 PROHIBITED USE AND YOUR LIABILITY**

- 6.1 You undertake to the Company that you will not use the Website or the Content for any purpose or in any way that is prohibited by these Terms or is otherwise unlawful. You agree to indemnify the Company, its officers, employees, and licensors in respect of any damage, loss or costs that it or they may suffer as a result, directly or indirectly, of any breach by you or your agents of this undertaking.
- 6.2 Without limiting your general obligation above, you must not use or damage the Website or the Content in any of the following ways:
  - 6.2.1 modify, access or make available data stored on a computer or device which you have accessed through our network, when either: the owner of the data, computer or device has taken steps to prevent you from doing this; or the owner has expressed a wish that you do not do this;
  - 6.2.2 make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect information about others (eg. names/addresses) without their prior consent;
  - 6.2.3 damage, interfere with or disrupt access to the Website or Content or do anything which might impair their functionality;
  - 6.2.4 use the Website or Content in any way to send unsolicited (commercial or otherwise) email or any material for marketing or publicity purposes, or any similar purposes;
  - 6.2.5 publish, post, distribute, disseminate or otherwise transmit, defamatory offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;
  - 6.2.6 make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, trojan horses, worms, or any other harmful software;
  - 6.2.7 attempt to gain unauthorised access to our Website or Content, the server on which our site is stored or any server, computer or database;

- 6.2.8 attack our Website or Content via a denial-of-service attack or a distributed denial-of service attack;
  - 6.2.9 falsify the true ownership of software or other material or information contained in a file made available via the Website or Content;
  - 6.2.10 reproduce, duplicate, copy, sell, resell or exploit any portion of the Website or Content in breach of these Terms without express written permission by us;
  - 6.2.11 collect or track the personal information of others or use the Website or Content to spam, phish or scrape;
  - 6.2.12 interfere with or circumvent the security features of the Website or Content; or
  - 6.2.13 impersonate another person or use a false name or a name you are unauthorised to use, or create a false identity or origin or email address or try to mislead us or others as to identity or origin of any communications or to provide inaccurate or unreliable contact details.
- 6.3 Using the Website or Content in an unlawful way including in a way that breaches these Terms is expressly prohibited and may result in civil and criminal penalties.

## **7 OUR LIABILITY**

- 7.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 7.2 Subject to your statutory rights under English or other laws, you agree that you use the Website and Content entirely at your own risk. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website and Content or any content on it, whether express or implied.
- 7.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, our Website or Content; or
  - (b) use of or reliance on any Content displayed on our Website.
- 7.4 We do not guarantee that our Website and Content will be secure or free from bugs or viruses. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or Content or to your downloading of any Content on it, or on any website linked to it.
- 7.5 In preparing the Website and Content, the Company has endeavoured to offer current, correct and clearly expressed information and Content. However, the Company cannot guarantee that the information will be accurate, complete or current at all times and accepts no liability for any reliance placed by any person on the information.

- 7.6 The Company makes no representations or warranties of any kind about the suitability, reliability, timeliness, and accuracy of any Content for any purpose. The Company expressly disclaims all warranties and conditions with regard to this information, including, without limitation, warranties of technical efficiency, satisfactory quality, availability, non-infringement, completeness and fitness for a particular purpose.
- 7.7 The Website and Content may contain advertisements. The Company is not responsible for and does not endorse the content of such advertisements, and does not accept any responsibility for any errors or inaccuracies in such advertising material.
- 7.8 If you are dissatisfied with any portion of the Website or Content, or with any of these Terms of use, your sole remedy, except as specifically provided in these Terms, is to stop using the Website and Content.
- 7.9 Our Content is free of charge and we do not accept any liability for defective digital content that damages a device or digital content belonging to you where such damage is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

## **8 YOUR STATUTORY RIGHTS**

Nothing in these Terms shall affect your statutory rights under English or any other applicable law.

## **9 EVENTS BEYOND OUR CONTROL**

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

## **10 RIGHTS OF THIRD PARTIES**

No one other than a party to these Terms has any right to enforce any of these Terms.

## **11 DISPUTES AND APPLICABLE LAW**

- 11.1 We will try to resolve any disputes with you quickly and efficiently in accordance with our [Complaint handling procedure](#). If you are unhappy with us please contact us as soon as possible.
- 11.2 If you and we cannot resolve a dispute using our Complaint handling procedure, we will:
- 11.2.1 let you know that we cannot settle the dispute with you; and
  - 11.2.1 give you certain information required by law about our alternative dispute resolution provider which can be found at <https://webgate.ec.europa.eu/odr/>.
- 11.3 If you want to take Court proceedings, the relevant courts of England & Wales will have exclusive jurisdiction in relation to these Terms.