

MacMan – Website & Service Terms of Use

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE

WHAT’S IN THESE TERMS?

These terms tell you the rules for using our website www.macman.co.uk (“**our site**”) or any of our MacMan Home, Business or Server services (“**services**”).

IF THERE IS A CONFLICT BETWEEN THESE TERMS AND THE MACMAN SERVICE SUPPORT AGREEMENT, THE TERMS OF THE MACMAN SERVICE SUPPORT AGREEMENT SHALL PREVAIL.

Click on the links below to go straight to more information on each area:

- Who we are and how to contact us [\[LINK\]](#).
- By using our site or services you accept these terms [\[LINK\]](#).
- There are other terms that may apply to you [\[LINK\]](#).
- We may make changes to these terms [\[LINK\]](#).
- We may make changes to our site or services [\[LINK\]](#).
- We may suspend or withdraw our site or services [\[LINK\]](#).
- Our site is only for users in the UK [\[LINK\]](#).
- You must keep your account details safe [\[LINK\]](#).
- How you may use material on our site or services [\[LINK\]](#).
- Do not rely on information on our site or services [\[LINK\]](#).
- We are not responsible for websites we link to [\[LINK\]](#).
- User-generated content is not approved by us [\[LINK\]](#).
- When we are responsible for loss or damage suffered by you [\[LINK\]](#).
- Rules about uploading content to our site or services [\[LINK\]](#).
- Rights you are giving us to use material you upload [\[LINK\]](#).
- We are not responsible for viruses and you must not introduce them [\[LINK\]](#).
- Rules about linking to our site [\[LINK\]](#).
- Which country’s laws apply to any disputes? [\[LINK\]](#).

WHO WE ARE AND HOW TO CONTACT US

www.macman.co.uk is a site operated by The Mac Man Limited a company registered in England and Wales. Our company registration number is 07102340 and our registered office is at 46 Quebec Street, Brighton, East Sussex, BN2 9UZ. Our registered VAT number is GB 981 9988 36.

You can contact us by telephoning our customer service team at 08000 337 347 or by writing to us at info@macman.co.uk.

BY USING OUR SITE OR SERVICES YOU ACCEPT THESE TERMS

By using our site or services, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site or services.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site or services:

- Our Privacy Policy [\[LINK\]](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us, and how we use cookies. By agreeing to these terms and using our site or services, you consent to such processing and you warrant that all data provided by you is accurate.

If you purchase goods from our site, our Terms and Conditions of Supply [\[LINK\]](#) will apply to the sales.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site or services, please check these terms to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO OUR SITE OR SERVICES

We may update and change our site or services from time to time to reflect changes to our products, our users' needs and our business priorities.

WE MAY SUSPEND OR WITHDRAW OUR SITE OR SERVICES

Our site is made available free of charge. Our services are provided on a subscription basis.

We do not guarantee that our site, or any content on it, or our services will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site or services for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site or services through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site and services are only for users in the UK. Our site and services are directed to people residing in the United Kingdom. We do not represent that content available on or through our site, or the services we offer, are appropriate for use or available in other locations.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

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. 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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you know your user identification code or password, you

must promptly notify us at 08000 337 347 or by writing to us at info@macman.co.uk.

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content 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 content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of 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.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It 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 on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users, please contact us on 0800 337 347 or by writing to us at info@macman.co.uk.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and Conditions of Supply [\[LINK\]](#).

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it or our services.
- We will not be liable to you 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:
- use of, or inability to use, our site or services; or
- use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - any loss of profits, sales, business, or revenue;
 - loss or corruption of data, information or software; or
 - loss of business opportunity or business interruption;
 - loss of anticipated savings;
 - loss of goodwill or reputation;
 - loss or damage as a result of product or service installation; or
 - any indirect or consequential loss.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

UPLOADING CONTENT TO OUR SITE

If you make use of any feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in these Terms.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a licence

to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in Rights You Are Giving Us To Use Material You Upload (below).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the Acceptable Use standards set out in these Terms.

You are solely responsible for securing and backing up your content.

RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD

When you upload or post content to our site, you grant us the following rights to use that content:

- a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the site and across different media;
- to use the content to promote the site or the service; and
- a licence that allows third parties (for example, other users, partners or advertisers) to use the content for their purposes or in accordance with the functionality of the site.

ACCEPTABLE USE

You may use the site or services only for lawful purposes. You may not use the site or services:

- In any way that breaches any applicable local, national or international law or regulation
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- For the purpose of harming or attempting to harm minors in any way
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), or
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Content standards. These content standards apply to any and all material (including fonts, images and artwork) which you contribute to, upload or manage via the site (“**Contribution**”), and to any interactive services associated with it. The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, at our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts)
- Be genuinely held (where it states opinions), and
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not, in our opinion:

- Be defamatory of any person
- Be obscene, offensive, hateful or inflammatory
- Promote sexually explicit material
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- Infringe any copyright, database right or trade mark of any other person
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- Be likely to harass, upset, embarrass, alarm or annoy any other person
- Impersonate any person, or misrepresent your identity or affiliation with any person or any entity (business, charity or other institution)
- Give the impression that the Contribution emanates from MacMan, or
- Contain any advertising or promote any services or web links to other sites.

Breach of this policy. When we consider that a breach of these Acceptable Use terms has occurred, we may take such action as we deem appropriate, including:

- Immediate, temporary or permanent withdrawal of your right to use the site or services
- Immediate, temporary or permanent removal of any Contribution uploaded by you
- Issue of a warning to you
- Legal proceedings against you, and
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site or services. You should use your own virus protection software.

You must not misuse our site or services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site or services, the server on which our site or the services is stored or any server, computer or database connected to our site or services. You must not attack our site or services 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. 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 or services will cease immediately.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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 to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the Acceptable Use standards set out in these Terms

If you wish to link to or make any use of content on our site other than that set out above, please contact us on 08000 337 347 or by writing to us at info@macman.co.uk.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

OUR TRADE MARKS

MacMan is a trade mark of The Mac Man Limited. You are not permitted to use our trade marks without our approval, unless they are part of material you are using as permitted under **How You May Use Material on Our Site** (above).