

DIGITAL WINDOW TERMS OF USE

1. Terms of use

This page (together with the documents referred to on it) tells you the terms of use (“**Terms**”) on which you may make use of our website www.affiliatewindow.com (“**Website**”), whether as a guest or a registered user. Please read these Terms carefully before you use the Website. By using our Website, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using our Website.

2. About us

www.affiliatewindow.com is a website operated by Digital Window Limited (“**we**”, “**us**” or “**DWL**”). We are registered in England and Wales under company number 04010229 and have our registered office at 3rd Floor 100 Leman Street, London E1 8EU, which is also our main trading address. DWL’s VAT number is GB766030930.

3. Accessing our Website

- 3.1 Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice. We will not be liable if for any reason our Website is unavailable at any time or for any period.
- 3.2 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.
- 3.3 From time to time, we may restrict access to some parts of our Website, or our entire Website, to users who have registered with us.
- 3.4 You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms, and that they comply with them.

4. Intellectual property rights

- 4.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 You may print off one copy, and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website.

- 4.3 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.
- 4.4 We (or the identified contributors) must always be acknowledged as the authors of material on our Website.
- 4.5 You must not use the materials on our Website (or any part(s) thereof) for commercial purposes without obtaining a licence to do so from us or our licensors.
- 4.6 If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5. Reliance on information posted

Commentary and other materials posted on our Website are not intended to amount to advice on which you should rely. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

6. Our Website changes regularly

We aim to update our Website regularly, and may change the content at any time. If the need arises, we may suspend access to our Website, or close it indefinitely. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.

7. Our liability

- 7.1 The material displayed on our Website 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 shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, or misrepresentation or otherwise for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss of corruption of data or information; or

- (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

7.2 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.

8. Information about you and your visits to our Website

We process information about you in accordance with our Privacy Policy <http://www.affiliatewindow.com/documents/legal/privacy.pdf>. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

9. Viruses, hacking and other offences

- 9.1 You must not misuse our Website by knowingly 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 Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.
- 9.2 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 Website will cease immediately.
- 9.3 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 Website or to your downloading of any material posted on it, or on any website linked to it.

10. Linking to our Website

- 10.1 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, 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.
- 10.2 You must not establish a link from any website that is not owned by you.
- 10.3 Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.
- 10.4 If you wish to make any use of material on our Website other than that set out above, please address your request to Digital Window Ltd of the 3rd Floor, 100 Leaman Street, London, E1 8EU or email chris@affiliatewindow.com

11. Links from our Website

Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. Jurisdiction and applicable law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our Website 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 are governed by English law.

13. Trade marks

13.1 "Digital Window" (Registration Number 2441209), "Affiliate Window" (Registration Number 2361488A), "@ffiliatewindow.com" (Registration Number 2361488B) and "shopwindow" (Registration Number 2447767) are UK registered trade marks of DWL.

13.2 "Digital Window" (Registration Number 005602453), "Affiliate Window" (Registration Number 004337705) and "Direct Serve" (Registration Number 004521531) are European Community registered trade marks of DWL.

14. Variations

We may revise these Terms 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 may also be superseded by provisions or notices published elsewhere on our Website.

15. Your concerns

If you have any concerns about material which appears on our Website, please contact DIGITAL WINDOW LTD OF THE 3RD FLOOR, 100 LEMAN STREET, LONDON, E1 8EU OR EMAIL chris@affiliatewindow.com. Thank you for visiting our Website.