

TERMS AND CONDITIONS

Welcome to our website “Website” and thanks for visiting. If you continue to browse and use this Website, you are agreeing to comply with and be bound by the following terms and conditions, which together with our privacy policy govern our relationship with you in relation to this Website.

The term “us” or “we” or “our” refers to the owner of the website, Benugo Limited, whose registered office is TVP2, 300 Thames Valley Park Drive, Reading, Berkshire RG6 1PT, registered in England and Wales with company number 01962583. The term “you” refers to the user or viewer of our Website.

INTELLECTUAL PROPERTY

Any graphics, artwork, information, audio and video are copyrighted by us or an affiliate of ours. This means that you can use the images from this Website for your own personal use, but you may not use any other elements of the Website, and this includes the images, on your own website or in any other public or commercial manner. If you want to do this, you must get our prior written consent. Any unauthorised use may give rise to a claim for damages and/or be a criminal offence.

All graphics, photographs, text, artwork, logos, trademarks, visual interface, user interface and any computer code (collectively, “Material”), including but not limited to the design, layout, look and appearance of such Material, contained on this Website is owned by us or an affiliate entity of ours and is protected by copyright, patent and trademark laws, and various other intellectual property rights.

All trademarks used on this site are our property or that of an affiliate entity unless otherwise acknowledged.

LINKS TO AND FROM OTHER WEBSITES

If you want to link to our Website, please let us know before you do as you need to have our permission.

We provide links to other websites from time to time and this is done for your convenience, often to provide you with further information on something. Just because we link to a website, does not mean we endorse the website(s) and we cannot be responsible for the content of the linked websites. If you use the links and leave this Website, you do so entirely at your own risk.

ACCESS TO THE WEBSITE

We want you to be able to access our Website 24/7 by as many methods of internet connection as possible and we will try and make sure you can; however, we can't be liable to you if for any reason the Website is unavailable at any time or for any period.

The Website may be suspended temporarily or permanently and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

VISITOR MATERIAL AND CONDUCT

Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website (where this is possible), shall be considered non-confidential and non-proprietary. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied in the posting or upload for any and all our commercial or non-commercial purposes.

In keeping with the character and spirit of the Website you are prohibited from posting or transmitting to or from the Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Website including, without limitation, by hacking.

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of the above.

REGISTRATION

Where there is the option to register for a particular area of the Website and you choose or are provided with a user identification code, username and/or password, you should treat this information as confidential. Each registration is for a single user only. We reserve the right to disable any identification or password, chosen or allocated, at any time if, in our reasonable opinion, we believe you have failed to comply with these terms and conditions. Responsibility for the security of any passwords issued rests with you.

DISCLAIMER

Whilst every care is taken with the information on the Website, we do not accept responsibility for any errors or omissions on the Website. We may make changes to the Material on the Website. The Material on the Website may be out of date, and we make no commitment to update such Material.

The Material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (including without limitation the accuracy, timeliness, performance, completeness or suitability of the information and materials found on the Website for any particular purpose).

LIABILITY – PLEASE READ THIS CAREFULLY

Neither we, or our affiliates, nor anyone else who has helped develop, create, produce, maintain or deliver the Material and information in this Website or officers, directors, employees, shareholders or agents of the afore mentioned shall be liable or responsible for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such third party websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

Please note that nothing shall exclude or limit our liability for death or personal injury caused by our negligence (as such term is defined by the Unfair Contract Terms Act 1977), fraud or misrepresentation as to a fundamental matter or any liability which cannot be excluded or limited under applicable law.

CHANGES TO THESE TERMS

Please note that we may revise these terms at any time by updating this page, therefore, you should check the Website from time to time to review these terms, because they are binding on you.

GOVERNING LAW AND JURISDICTION

These terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the English courts.