

## **Terms of Use & Service**

Christopher Cooper ("Christopher Cooper" "we" "us") website(s) (our "Site" or "Sites") and related services are made available to you in accordance with the following Terms of Use & Service, and any other rules posted on our Sites (collectively, the "Terms of Service" or "TOS").

These Terms of Use & Service set out the terms on which you may use our website at christophercooper.co.uk ("Website"). By using the Website, you indicate that you accept these TOS and that you agree to abide by them. If you use the Website as an employee or representative of another legal entity, by using the Website you indicate that you accept these Terms of Service on behalf of yourself and such legal entity. If you do not agree to these Terms of Service, please refrain from using the Website.

We may modify the Terms of Service from time to time and will notify such changes to you by uploading them on the Site. Please read the Terms of Service periodically for changes. If you do not agree to the Terms of Service or any changes to the Terms of Service then you must immediately stop using the Site.

In particular, we wish to draw your attention to our [Privacy Policy](#). If you are under 18 years of age you must let your parent or guardian know about the Christopher Cooper [Privacy Policy](#) before you use this Site or any of this Site's services.

## **About Us**

The Website is operated by Christopher Cooper ("Christopher Cooper", "we", "us"), is the consultancy and media content provider of Christopher Cooper.

## **Access to the Website**

You are responsible for making all arrangements necessary for you to have access to the Website.

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide through the Site without notice. We will not be liable if for any reason the Site is unavailable at any time or for any period. From time to time, we may also restrict access to some part of the Website, or the entire Website.

## **Intellectual Property**

We are the owner or the licensee of all intellectual property rights contained in the Site and in the material published on it. All such rights are reserved. Your use of the Sites and its contents grant no rights to you in relation to any copyright, designs, photographs, trademarks and all other intellectual property and material rights relating to the Content (as described in the Content section below), including Christopher Cooper Software and all HTML and other code contained in this Site. All such Content including third party trademarks, designs and related intellectual property rights mentioned or displayed on this Site are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the Content only as expressly authorized by Christopher Cooper and/or its third

party licensors, to obtain a licence from us or our licensors please e-mail [info@christophercooper.co.uk](mailto:info@christophercooper.co.uk). Any reproduction or redistribution for personal or commercial purposes of the above listed Content is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited. However, you are permitted to make one copy for the purposes of viewing Content for your own personal use in association with your use of the Site and our Services.

If you breach these Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

We respect the intellectual property rights of others and we ask our third parties to do the same. If you are aware that any of your intellectual property rights have been infringed on the Site, please contact us at [info@christophercooper.co.uk](mailto:info@christophercooper.co.uk) to report the concern.

### **Content**

In addition to the Intellectual property rights mentioned above, "Content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio or text on this Site. We try to ensure that the information on this site is accurate and complete. We do not promise that Content is accurate or error-free. We do not promise that the functional aspects of the Site or Content will be error free; or that this Site, Content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the Internet ensure they have up to date virus checking software installed.

We may, at any time, make changes to the content of the Website. Whilst we take reasonable care in compiling and presenting the content of the Website, we give no representation or warranty that the content is at any time complete, accurate or up to date, and we are under no obligation to update any content.

Christopher Cooper does not publish comments nor does it allow comments to be posted to its Sites. We commit to checking all content but will not be liable for any third party posts should they be posted without consent or if the Site is hacked to enable posts or comments. If you have a complaint about any Content please mail [info@christophercooper.co.uk](mailto:info@christophercooper.co.uk). We reserve the right at its sole discretion not to publish or to remove any comment including those that it believes may be unlawful, defamatory, racist or libelous, incite hatred or violence, detrimental to people, institutions, religions or to people's privacy, which may cause harm to minors, is detrimental to the trade marks, patents and copyrighted content, contains personal data, improperly uses the medium for promoting and advertising businesses. This site is available to the public, information you consider confidential should not be posted to this site. The personal opinions of any third parties with whom we are associated are their own and do not necessarily reflect the views of Christopher Cooper and we accept no responsibility for any such views expressed in any media.

### **No Commercial Use**

This Site is for your personal non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products, or services contained within this Site. You may not use this Site, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own Site.

### **Your activity**

You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on and pursuant to this Site. If we determine that you are or have been engaged in prohibited activities, were not respectful of other users, or otherwise violated the Terms of Service, we may deny you access to this Site on a temporary or permanent basis.

### **Unlawful use of the Website**

You may not make any unlawful or unauthorised use of the Website, including by introducing any virus or other malware or causing any denial of service attack; or attempting to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website and the business of Christopher Cooper.

### **Third party sites**

We may include hyperlinks on this Site to other websites or resources operated by parties other than Christopher Cooper, including advertisers. Christopher Cooper has not reviewed all of the sites linked to its Website and is not responsible for the content or accuracy of any off-site pages, nor are we responsible for the availability of such external websites or resources; and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

### **Linking to the Website**

You may link to the Website home page from any website owned by you, provided that you do so in a way that is fair and lawful and the link does not damage or take advantage of Christopher Cooper's reputation. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Christopher Cooper's part where none exists, and the Website must not be framed on any other website.

### **Information about your and your visits to the Website**

We may monitor your use of the Website and may collect and process other information about you when using the Website in accordance with our Privacy Policy. By using the Website, you consent to such processing.

Limits on our Liability

Nothing in this clause or otherwise in these Terms shall exclude or limit our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

To the fullest extent permitted by law, we hereby exclude:

I. all conditions and other terms which might be implied by law or otherwise;

II. any liability for any direct, indirect or consequential loss or damage incurred by you in connection with the use of or inability to use the Website; including loss of income, loss of business, loss of profit, loss or corruption of data, information or software, or wasted time,

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

In particular, we will not be liable for any loss or damage caused by a denial of- service attack, viruses, or other technologically harmful material that may infect your computer equipment and content embodied on it as a result of your use of the Website.

We are also not responsible for failure to meet any of our obligations under the Term of Service where such failure is due to events beyond our reasonable control.

### **Compensation**

At our request, you agree to compensate us fully, defend us, and hold us Christopher Cooper harmless immediately on demand, its officers, directors, agents, affiliates, licensors, and suppliers; from and against all liabilities, claims, expenses, damages and losses, including legal fees, arising from any breach of the Terms of Service by you, including the use by any other persons accessing this Site using your internet account caused by your action or inaction.

### **Our relationship**

You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and Christopher Cooper as a result of the Terms of Service or your use of this Site. You agree that you may not and will not hold yourself out as a representative, agent, or employee of Christopher Cooper, and we shall not be liable for any representation, act, or omission on your part.

### **No waiver**

If you breach the Terms of Service and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach the Terms of Service.

### **Contact details**

If you have any queries about these Terms of Service or any other aspect of our Website you can contact us via email at [info@christophercooper.co.uk](mailto:info@christophercooper.co.uk).

We will endeavour to respond as quickly as possible.

**Governing law**

Any use of the term “including” in these Terms of Service shall be construed as meaning “including but not limited to.”

If any court or competent authority finds that any of these Terms is invalid, illegal or unenforceable, that term shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other terms shall not be affected.

The Terms of Service together with all our policies and procedures will be governed by and construed in accordance with English law and the English courts will have exclusive jurisdiction in respect of any such dispute or claim.

These Terms were last updated 07/02/2017