

## Term & Conditions of Use

This World Wide Web site, [WWW.KIDS-PRINTABLES.CO.UK](http://WWW.KIDS-PRINTABLES.CO.UK) ("the Site") is operated by WiddlyKinks.com Ltd, a Company incorporated in England (registered number 05728870), and having its registered office at 2nd Floor, 145-157 St. John Street, London, EC1V 4PY, United Kingdom ("WiddlyKinks.com") and a Scottish mailing address at Suite 163, 98 Woodlands Road, Glasgow, G3 6HB. Widdlykinks.com VAT Registration Number is 889241676.

Your use of the Site is subject to the terms and conditions set out below. Please read them carefully before accessing any other pages in the Site. Your use of the Site is conditional upon your acceptance of these terms and conditions. If you do not agree to these terms and conditions, please leave the Site immediately, and do not visit or use the Site.

### Terms and Conditions

We, Widdlykinks.com are willing to grant you, the user, access to our online website (the "Service") on the condition that you accept all of the terms of this user agreement (the "Agreement"). As a user, you are granted a non-exclusive, non-transferable limited licence to access the information contained within the Widdlykinks.com website, and to reproduce and store portions of their contents for your personal, non commercial use, all according to and in line with the terms and conditions of this Agreement.

### Your Rights

You may access any of the information on this site, download for your own personal and private use any information from the site. You may reproduce our material and use the information solely for private use.

### You Agree

That you are over 16 years of age.

That all downloadable information and information on this site is protected by copyright, trademark and other proprietary rights and that these are valid and protected in all forms, media, technologies, existing now or hereinafter developed.

Not to modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in anyway exploit any of the content of the information and downloadable information, in whole or in part, except as instructed on this website or as provided in this agreement.

### Use of material

By contributing information, ideas, artwork or articles; posting messages; uploading files; inputting data; or engaging in any other form of communication through Widdlykinks.com, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide licence to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sub-license any such communication in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorise others to do so.

### Other Terms

This agreement supersedes all other agreements, warranties or representations with regard to your use of this service. We may amend the terms of this agreement from time to time by posting such amendments on the Widdlykinks.com website. Your continued use of the service following the posting of any changes to the terms of this agreement will indicate your acceptance to these changes.

Performance of the website may be subject to delay and interruption due to causes beyond its control, such as acts of God, power failure, terrorism, earthquakes, fire, equipment failure and the like.

The Service and its contents are provided "as is" without warranties of any kind, either express or implied, including, without limitation, accuracy, omissions, completeness or delays, or implied warranties of merchantability or fitness for a particular purpose. You hereby acknowledge that your use of the service is entirely at your own risk.

Widdlykinks.com shall not be liable to you for any loss not reasonably foreseeable by it when this Agreement commences, for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). Widdlykinks.com shall also not be liable for any failure to perform any of its obligations under this Agreement caused by matters beyond its reasonable control. Any statutory rights which you may have as a consumer remain unaffected.

You agree to indemnify us against all liabilities, claims and expenses that may arise from any breach of this Agreement by you or through a machine on which you access the Service.

You acknowledge that Widdlykinks.com has not reviewed and does not endorse the content of all sites to which the Service is linked and is not responsible for the content or actions of any such other sites. Your accessing any such site is entirely at your own risk.

Under no circumstances may any of the Widdlykinks.com web pages be displayed within a frame on another website. We are very strict about this policy and will take legal action against any website that displays any of the pages of the Widdlykinks.com website within a

frame on another website. All materials on the Widdlykinks.com web pages are copyrighted. They may not be added to any other server without written permission from Widdlykinks.com.

We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement. You may not without the written consent of Widdlykinks.com assign or dispose of this Agreement.

All content on Widdlykinks.com.com is provided for general information only and does not in any way constitute any form of advice and you agree to indemnify Widdlykinks.com against all liabilities, claims and expenses that may arise from any claim from the use or interpretation of any of the information included within the Widdlykinks.com site.

#### **Networking Room**

Part of the Site may contain interactive sections such as deal rooms, chat rooms, networking rooms or bulletin boards (the "Interactive Sections"). Users of the Site may post and/or transmit data, text or other materials to these Interactive Sections (each a "Posting"). You shall be liable for any Postings you make to the Interactive Sections. Widdlykinks.com is not liable or responsible for, and does not control or pre-screen, such Postings. Widdlykinks.com does not monitor or exercise any editorial control over the Interactive Sections. However, Widdlykinks.com has the right (but not the obligation) in its sole discretion to alter, amend, remove and/or refuse to display any Postings. Widdlykinks.com is not responsible for and does not necessarily endorse, support or recommend the contents of Postings or the Interactive Sections. You should not rely on the content of any posting and any reliance on postings will be at your own risk.

You shall not:

- (a) create any Posting that is, or could be, deemed to be obscene, defamatory, threatening, profane, indecent or degrading;
- (b) create any Posting that contains information obtained or disclosed in breach of confidence or which is otherwise contrary to applicable law or regulation;
- (c) create any Posting that infringes copyright, or any other rights of any third party, or which is otherwise unlawful;
- (d) create any Posting that impersonates any person, company, group or entity or misrepresents a relationship to or with any of the same;
- (e) create any Posting that is or could be deemed to be the provision of professional advice;
- (f) create any Posting that contains any advertising or promotional material or any chain e-mails, "spam", junk mail, pyramid schemes and/or mail bombs;
- (g) create any Posting that contains a virus or other harmful component;
- (h) create any Posting that disguises the origin of such Posting;
- (i) create any Posting that collects or stores any third parties' personal data;
- (j) create any Posting that prevents or restricts the use of the Site, the Materials, the Downloads and/or the Interactive Sections by other users;
- (k) stalk or harass any third party by means of the Interactive Sections; or
- (l) attempt to disrupt or interfere with the Interactive Sections or any other part of the Site.

You hereby grant Widdlykinks.com a non-exclusive, perpetual, transferable, royalty free licence to use, display, reproduce, copy, transmit or amend your Postings. You hereby waive all rights, including (without limitation) any moral rights (in terms of Chapter IV of Part I of the Copyright, Designs and Patents Act 1988, or any analogous rights under any other jurisdiction) that you may have in such Postings.

If you have reason to believe that any Posting infringes these terms and conditions or is otherwise objectionable you will notify Widdlykinks.com immediately at [legal@Widdlykinks.com](mailto:legal@Widdlykinks.com)

Widdlykinks.com reserves the right to reveal the identity of anyone making a Posting to a third party where:

- i) requested to do so by a Court of competent jurisdiction; or
- ii) where in Widdlykinks.com opinion that person has breached one or more of the provisions in the Clauses above.

#### **Computer Viruses**

Widdlykinks.com will use reasonable endeavours to ensure that the Site, the Materials and the Downloads do not contain or spread any viruses or other malicious code.

Widdlykinks.com excludes to the fullest extent permitted by applicable law all liability in connection with any damage or loss caused by computer viruses or other malicious code originating or contracted from the site, the materials, downloads, postings and or any other third party sites.

Widdlykinks.com assumes no responsibility for the accuracy of any statement and accepts no liability whatsoever for any loss or damage which may arise from reliance on the information contained on Widdlykinks.com. Links to other sites from Widdlykinks.com are for information only and Widdlykinks.com accepts nor responsibility or liability for access to the material on any website which is linked from, or to, Widdlykinks.com.

Offers contained and offered within this site are subject to the terms and conditions of the third party providing the offer and Widdlykinks.com accepts no liability for any loss, damage or claim in relation to these offers. There is no cash alternative to any offer advertised within this site and all offers must be used in conjunction with the offering third parties terms and conditions.

This Agreement, together with our privacy policy contains the whole of the agreement between Widdlykinks.com and you concerning the Service and they replace all earlier agreements and understandings with you, except for any fraud or fraudulent representation by either

of us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

#### **Privacy**

Widdlykinks.com is committed to protecting your privacy. Accordingly, Widdlykinks.com shall process personal data that you submit to Widdlykinks.com through the Site in accordance with Widdlykinks.com' Privacy Statement.

When you view the Site some information may be stored on your computer. This information will be in the form of a "cookie" or similar file and will help Widdlykinks.com improve your browsing experience. Cookies allow the Site or a related advertisement to be tailored to better match your interests and preferences. With most Internet browsers, you can erase cookies from your computer hard drive, block all cookies or receive a warning before a cookie is stored. If you do not wish the Site to record cookies on your computer then please configure your browser software accordingly. Please refer to your Internet browser instructions or help screen or learn more.

#### **Applicable Law**

The Site originates from, and is maintained in, the United Kingdom. Widdlykinks.com makes no representations regarding the legality of access to or use of the Site and/or the Materials and/or the Downloads and/or the Postings from/in other countries. Any export or use of the Materials and/or the Downloads by you must be in compliance with all UK export laws and regulations in effect at the time of such export or use, and is limited as described above in Clause 1 (Intellectual Property and Confidentiality) of these Terms and Conditions.

These terms and conditions shall be governed by and construed in accordance with the laws of Scotland. Any disputes relating to your access to and use of the Site shall be determined by the Scottish courts.

#### **Purchasing**

Should you place an order with us, please be aware that we use a secure server. Any data you give us is encrypted using a Secure Socket Layer (SSL) session. SSL is an industry standard and is one of the best ways to ensure that Internet messages are not intercepted. You should be aware, however, that older browsers cannot use SSL. To be sure, you will need Netscape version 4.05 or above, Microsoft Internet Explorer version 4 or above, or any similar generation browser.

#### **Security**

When required to register for a service on the Site, it is solely down to you as the user to keep your details secure and safe. If you feel that there has been a breach in security on your licence, please contact [legal@widdlykinks.com](mailto:legal@widdlykinks.com)

#### **Severability**

If any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason, such provision shall be ineffective to the extent of the courts finding without affecting the validity and enforceability of any remaining provisions.

If you are accessing the site from outside the United Kingdom then you do so at your own risk. You are responsible for compliance with any applicable laws of the country from which you are accessing the site.

This Agreement shall be governed by and construed in accordance with Scottish law and the Courts of Scotland shall have exclusive jurisdiction in respect of any dispute.

If you have any questions concerning these terms and conditions please contact [legal@widdlykinks.com](mailto:legal@widdlykinks.com)