



[www.cullinandrm.com](http://www.cullinandrm.com)

## General Website Terms and Conditions

THESE TERMS AND CONDITIONS (“Terms”) govern the use of the content and material which is located at [www.cullinandrm.com](http://www.cullinandrm.com) (“the Website”) by Users. Please read these Terms and ensure that you have understood them. If you do not agree to these Terms, please cease use of the Website immediately.

### 1. Definitions

“Cullinan” means Cullinan Digital Reputation Management (DRM) Limited, a company registered in England, whose registered office is at 2 Longmead, Shaftesbury, Dorset, SP7 8PL;

“Use” means any use of the Website and Using shall be construed accordingly;

“User” means any person who visits or uses the Website.

### 2. CULLINAN

2.1 The Website is owned and managed by CULLINAN.

2.2 CULLINAN can be contacted by writing to CULLINAN at Langdale House, 11 Marshalsea Road, London, SE1 1EN or by email at [info@cullinandrm.com](mailto:info@cullinandrm.com)

E: [info@cullinandrm.com](mailto:info@cullinandrm.com)  
T: +44(0) 207 089 2627  
W: [www.cullinandrm.com](http://www.cullinandrm.com)



### 3. Use of the Website

3.1 By visiting the Website you warrant that you have the right, authority and capacity to enter into and be bound by these Terms and that you agree to be bound by these Terms forthwith.

3.2 In the event that CULLINAN, in its sole discretion, considers that you are making any illegal and/or unauthorised use of the Website, and/or your use of the Website is in breach of these Terms, CULLINAN reserves the right to take any action that it deems necessary, including terminating without notice your use of the Website and, in the case of illegal Use, instigating legal proceedings.

3.3 CULLINAN may suspend the Website at any time and for any reason whatsoever, including but not limited to repairs, planned maintenance or upgrades, and shall not be liable to you for any such suspension.

3.4 CULLINAN reserves the right to make any changes to the Website or to discontinue any aspect or feature of the Website without notice to Users.

3.5 These Terms govern the use of the Website by Users. Such Users may not use the Website or any part thereof in connection with any commercial venture, other than as expressly permitted under these Terms or under other terms agreed in writing by CULLINAN.



#### **4. Term and Termination**

4.1 These Terms shall remain in full force and effect while you are a User of the Website.

4.2 CULLINAN may, at any time and for any reason, terminate these Terms with you and deny you access to the Website.

4.3 In the event of termination of these Terms for any reason, you must not attempt to use the Website.

4.4 Clauses 5 to 9 inclusive shall survive termination of these Terms for any reason and shall be valid and enforceable against you.

#### **5. CULLINAN Intellectual Property**

5.1 CULLINAN owns or has a licence to use the Website, including without limitation all copyright and any other intellectual property rights therein. These Terms shall not be construed to convey title to or ownership of the Website to any User. All rights in and to the Website not expressly granted to Users are reserved by CULLINAN.

5.2 You are granted a non-transferable, non-exclusive, royalty-free, revocable licence to view the Website for your personal use only.



5.3 You are expressly prohibited from:

5.3.1 reproducing, copying, editing, transmitting, uploading or incorporating into any other materials any of the Website; and

5.3.2 removing, modifying, altering or using any trademarks or logos owned or used by CULLINAN on the Website, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of CULLINAN or could be considered an infringement of any of the intellectual property rights owned by and/or licensed to CULLINAN, without first obtaining the written permission of CULLINAN.

## 6. Warranties and Liabilities

6.1 CULLINAN provides Users with access to the Website and, to the maximum extent permitted by law, CULLINAN shall not be liable for any loss, injury or damage of whatever kind caused in whole or in part by use of the Website, or by any failure, delay, interruption or otherwise of the provision of the Website, or by CULLINAN's failure to perform any of its obligations under these Terms.

6.2 In no event shall CULLINAN be liable for any special, indirect, incidental or consequential damages, including loss of profits and goodwill, business or business benefit.

6.3 The information provided on the Website by CULLINAN is intended as information only and does not constitute advice. Therefore, it must not be relied on to assist in making or refraining from making a decision, or to assist in deciding on a course of action.



6.4 Where the Website includes views, opinions, advice and recommendations, these views, opinions, advice and recommendations are not endorsed by CULLINAN and, to the maximum extent permitted by law, CULLINAN shall not be liable on account of the accuracy, defamatory nature, completeness, timeliness or otherwise of such views, opinions, advice and / or recommendations.

6.5 The Website is provided “as is”, without any conditions, warranties or other terms of any kind.

6.6 To the maximum extent permitted by law, CULLINAN expressly excludes all representations, warranties, obligations and liabilities in connection with the Website and the information provided therein.

6.7 Links to third party websites may appear on the Website. Such third party websites are not the responsibility of CULLINAN and CULLINAN accepts no responsibility for the availability, suitability, reliability or content of such third party websites and does not necessarily endorse the views expressed within them.

## **7. Data Protection and Privacy Policy**

7.1 CULLINAN is committed to protecting (i) the privacy of Users; and (ii) the confidentiality of the information provided to it by Users Using the Website. However, CULLINAN is not able to control the use by third parties of any information appearing on the Website.



7.2 CULLINAN reserves the right to gather information relating to use of the Website. By using the Website you consent to collection and use of this information by CULLINAN in accordance with our Data Protection and Privacy Policy [[www.cullinandrm.com/attachments/privacypolicy](http://www.cullinandrm.com/attachments/privacypolicy)].

## 8. General

8.1 You may print and keep a copy of these Terms, which form the entire agreement between you and CULLINAN and supersede any other communications or agreements with respect to the Website.

8.2 These Terms may only be modified with the prior written consent of CULLINAN. CULLINAN may alter or amend these Terms at any time, with immediate effect and without notice. By continuing to use the Website after such alteration, you shall be deemed to have accepted any amendment to these Terms.

8.3 These Terms and their performance shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England.

8.4 You shall comply with all foreign and local laws and regulations which apply to your Use of the Website in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.

8.5 You agree that because of the unique nature of the Website and CULLINAN's proprietary rights therein, a demonstrated breach of these Terms by you would irreparably



harm CULLINAN and monetary damages would be inadequate compensation. Therefore, you agree that CULLINAN shall be entitled to preliminary and permanent injunctive relief, as determined by any court of competent jurisdiction to enforce the provisions of herein.

8.6 If any provision of these Terms is declared void, illegal, or unenforceable, the remainder of these Terms shall be valid and enforceable to the extent permitted by applicable law. In such event, the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

8.7 Any failure by any party to these Terms to enforce at any time any term or condition under these Terms shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of these Terms.

8.8 Neither party shall be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder with reasonable dispatch whenever such causes are removed.

8.9 Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Fovea and such third parties shall not be entitled to enforce any term of these Terms against Fovea.

8.10 If you feel that any part of the Website is offensive, objectionable or potentially defamatory please contact CULLINAN by way of email to [info@cullinandrm.com](mailto:info@cullinandrm.com) providing full details of the nature of your complaint and the materials to which the complaint relates.