

## Terms of use

### 1. Introduction

- 1.1. These terms & conditions set out the terms between you the customer and us the website owner.
- 1.2. Your use of this website and any service contained within constitutes acceptance of these terms & conditions in full.
- 1.3. You should not use this website if you do not accept with these terms & conditions in full.

### 2. Licence

- 2.1. We grant you a licence to access the content, information and services contained within our website for personal use only.
- 2.2. This licence allows you to download and cache (using your browser) individual pages from our website.
- 2.3. This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.
- 2.4. Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.
- 2.5. Our website cannot be placed within the frame-set of another site.
- 2.6. Third parties are not allowed to “deep link” to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.
- 2.7. The restriction on “deep linking” does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

### 3. Copyright

- 3.1. All content, databases, graphics, buttons, icons, logos, layouts and look & feel are our copyright, unless expressly acknowledged as otherwise.
- 3.2. The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

### 4. Limitations and Exclusions of Liability

- 4.1. Where content and information is provided on the website without charge we exclude all liability for such content and information.
- 4.2. All business losses (including, but not limited to) loss of profits, income, revenue, damage to goodwill, loss of other commercial contracts, other commercial opportunities are all excluded.
- 4.3. All indirect, consequential or special losses or damage are all excluded.
- 4.4. All other losses or damages not reasonably foreseeable at the time of the contract between you and us are also excluded.
- 4.5. All losses relating to the loss or corruption of data, databases, systems, software or hardware are all excluded.

4.6. These terms and conditions do not exclude or limit liability for death or personal injury caused by you or us.

4.7. These terms and conditions do not exclude or limit liability for fraud or fraudulent misrepresentation caused by you or us.

4.8. These terms and conditions do not exclude or limit liability where this conflicts with the applicable law for this jurisdiction.

## **5. Indemnity**

By your use of our website you hereby indemnify us and undertake to keep us indemnified at all times now and in the future against all possible claims relating to any breach of these terms and conditions by you.

Such indemnities to include, (but not be limited to) all costs legal and otherwise, all other expenses, damages or settlements arising from your breach of these terms and conditions.

## **6. Variation**

We reserve the right to vary these terms & conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website.

## **7. Assignment**

We reserve the right to assign our rights and also our obligations under these terms and conditions, without giving notice to you. This right of assignment shall only apply to us and shall not apply to you in any way.

## **8. Severability**

The foregoing paragraphs, sub-paragraphs and clauses of these terms & conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

## **9. Waiver**

Failure by us to enforce any accrued rights under these terms & conditions is not to be taken as or deemed to be a waiver of those rights by us unless we acknowledge the waiver in writing.

## **10. Third Parties**

These terms and conditions are between you and us. They do not apply to, or benefit any third party and are not reliant on any third party.

## **11. Entire Terms & Conditions**

These terms & conditions set out the entire agreement and understanding between you and us.

## **12. Your Statutory Rights**

Where acting as a consumer your statutory rights are unaffected.

## **13. Jurisdiction**

These terms & conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

## Privacy Policy

### Introduction

This is our privacy policy. It describes how we collect and process data received from you on our site. If you have any comments regarding this privacy policy, please email them to [info@opx.co.uk](mailto:info@opx.co.uk).

### Who we are

Here are the details that the Data Protection Act 1998 requires us to provide:

- Our company name: OPX Ltd
- Our site address: [www.opx.co.uk](http://www.opx.co.uk)
- Our registered address: The Timber Yard, 53 Drysdale Street, London, N1 6ND

### What we may collect

We may collect and process the following data and information about you:

- Information from your visits to our site
- A record of any correspondence, including contact details

### Cookies

We use a number of cookies to make our site more efficient. For more information, please see our [Cookie Policy](#).

### Where we store your data

We may transfer your collected data to storage outside the European Economic Area (EEA).

By giving us your personal data, you agree to this arrangement. We will do all we reasonably can to ensure your data is kept secure.

Although we try to provide and maintain protection, we cannot guarantee complete security for your data. You take the risk that your data may not be not secure despite our efforts.

### Disclosing your information

The information we hold about you is limited to your name, contact details and usually your job title and any activity on our site or correspondence we have had with you. This information is held for our own analysis and marketing only. We will not sell or transfer your information to third parties unless required to by legislation.

### Your rights

The Data Protection Act 1998 gives you the right to see the information we hold about you.

You can request this data and ask us to remove it at any time. To do this, contact us at [info@opx.co.uk](mailto:info@opx.co.uk).

### Links to other sites

This Privacy Policy applies only to this website and not to websites owned by third parties.

### Changes

If any changes are made to our privacy policy, they will be reflected on this page. We may also email you.

## Cookie Policy

### What are cookies?

Cookies are small data files stored by your browser or on the hard drive of your computer when you visit a website. They are widely used in order to make websites work, or work more efficiently, as well as to provide business and marketing information to the owners of the site.

More information about cookies can be found at [www.aboutcookies.org](http://www.aboutcookies.org).

This website uses cookies, for some of them we need your permission.

By using this site, you accept the use of cookies.

### Our use of cookies

Our website uses a number of cookies. These cookies allow us to distinguish you from other users of the website which helps us to provide you with a good browsing experience and also allows us to improve our site.

Six of the cookies are “analytical” cookies. They allow us to recognise and count the number of visitors to our site and to see how they move around and use the site. This helps us improve the way our site works. We use Google Analytics, a web analytics service provided by Google, Inc. (“Google”) and other Google services for this. The information generated by the cookies about your use of our site will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of our site, compiling reports on site activity and providing other services relating to site activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You can find out more information about Google cookies by following the links in the table below.

Two of the cookies are used to remember details you have entered on part of our site. These only apply if you choose the “Remember Me” option and only last for the duration of your current session.

Please note that third party websites to which our site links may also use cookies. We have no control over these, so please visit those third party websites for more information about their use of cookies.

### Managing cookies

You may disable the use of some or all cookies by changing the settings in your internet browser. If you do so, you may not be able to use the full functionality of our site or your user experience may be otherwise affected. How to disable cookies will depend on the browser you use, if you are not sure of the type and version of browser you are using, you can find this by:

For PCs: clicking on “Help” at the top of your browser window and selecting the “About” option.

For Macs: with the browser window open, clicking on the Apple menu and selecting the “About” option.

Details on how to disable cookies in some of the common browsers are set out below:

Microsoft Internet Explorer:

PCs: Click on “Tools” at the top of your browser window, then “Internet Options”, then “Privacy” and select the appropriate setting.

Macs: Click on “Explorer” at the top of your browser window, then “Preferences”, then “Cookies” and select the appropriate setting.

Google Chrome:

From the Chrome menu icon select 'Settings' and then 'Advanced settings'. Near the bottom of the page select 'Show advanced settings' and then in the Privacy section select 'Content settings'. Select 'Block sites from setting any data' and click 'Done'.

Mozilla Firefox:

Click on “Tools” at the top of your browser window, then “Preferences”, then “Security” and select the appropriate setting.

Opera:

Click on “Menu” at the top of your browser window, then “Settings”, then “Preferences”, then “Advanced” and select appropriate setting.

Safari:

PCs: Click on the Cog icon at the top of your browser window, then “Preferences”, the “Security” and select appropriate setting.

Macs: Click on “Safari” at the top of your browser window, then “Preferences”, then scroll down to cookies under “Privacy & Security” and select appropriate setting.

Other browsers:

Please consult your documentation or online help files, or find more information at [www.aboutcookies.org](http://www.aboutcookies.org).