

TERMS OF WEBSITE USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

TERMS OF WEBSITE USE

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our websites and service not limited to, www.expd.org.uk, www.myexpdstore.co.uk, www.myexpd.co.uk (**our sites**), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our sites.

Please read these terms of use carefully before you start to use our sites, as these will apply to your use of our sites. We recommend that you print a copy of this for future reference.

By using our sites, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy www.expd.org.uk/privacypolicy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy www.expd.org.uk/acceptableusepolicy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy www.expd.org.uk/cookiepolicy, which sets out information about the cookies on our site.

If you purchase goods from our site, our Terms and conditions of supply will apply to the sales.

INFORMATION ABOUT US

Our sites are operated by EX PD International Limited ("We"). We are registered in England and Wales under company number 4104183 and have our registered office at Russell House, Oxford Road, Bournemouth BH8 8EX. Our main trading address is EX PD International Limited, Unit 23 Solent Industrial Estate, Shamblehurst Lane, Hedge End, Southampton ,Hampshire SO30 2FY. Our VAT number is GB 754 7799 68.

We are regulated by The British International Freight Association

We are a limited company.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

CHANGES TO OUR SITE

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our sites, or any content on them, will be free from errors or omissions.

ACCESSING OUR SITE

Our sites are made available free of charge.

We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our sites are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our sites.

You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our sites is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our sites or any services or products described on our sites to any person or geographic area at any time. If you choose to access our sites from outside the United Kingdom, you do so at your own risk.

YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at mail@expd.org.uk or call us on +44 (0)1489 790014.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our sites for your personal use and you may draw the attention of others within your organisation to content posted on our sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our sites must always be acknowledged.

You must not use any part of the content on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

NO RELIANCE ON INFORMATION

The content on our sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our sites.

Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up-to-date.

LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our sites or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Please note that we only provide our sites for private use. You agree that we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our Terms and conditions of supply.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our sites, or to make contact with other users of our sites, you must comply with the content standards set out in our Acceptable Use Policy www.expd.org.uk/acceptableusepolicy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user,

this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our sites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our sites.

We have the right to remove any posting you make on our sites if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use www.expd.org.uk/acceptableusepolicy.

The views expressed by other users on our sites do not represent our views or values.

You are solely responsible for securing and backing up your content.

RIGHTS YOU LICENCE

When you upload or post content to our sites, you grant the following licenses:

- A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by our sites and across different media and to promote the sites or services; and
- A worldwide, non-exclusive, royalty-free, transferable licence to allow third parties to use the content for their purposes.

We will only ever use your materials to carry out your instructions to us – unless, very exceptionally, a court or other regulator orders us to disclose them.

VIRUSES

We do not guarantee that our sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our sites. You should use your own virus protection software.

You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain

unauthorised access to our sites, the server(s) on which our site is stored or any server(s), computer(s) or database(s) connected to our site. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

LINKING TO OUR SITE

You may link to our home pages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our sites in any website that is not owned by you.

Our sites must not be framed on any other sites, nor may you create a link to any part of our sites other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy www.expd.org.uk/acceptableusepolicy.

If you wish to make any use of content on our sites other than that set out above, please contact mail@expd.org.uk.

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our sites contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

CONTACT US

To contact us, please email mail@expd.org.uk

Thank you for visiting our site.

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