### TERMS & CONDITIONS OF USE OF THE WEBSITE

Welcome to the Forget Me Knots Website.

By continuing to use this Website, you are indicating that you accept these Terms & Conditions of Use.

If you do not agree to be bound by these Terms & Conditions of Use you should immediately stop using the Website.

Please note that any purchases you make on this Website will be governed by our [Terms & Conditions for Buying Goods Online](https://www.ernestjones.co.uk/webstore/static/customerservice/terms_and_conditions.do#buying).

Please also read our [Privacy Policy](https://www.ernestjones.co.uk/webstore/static/customerservice/customer_privacy_policy.do) for details about data protection and how we use the personal information you give us through this Website.

You can print out any page from this Website, including any of its terms and conditions, by selecting Print from the File menu of your internet browser.

#### DEFINITIONS

"We" and "us" means Forget Me Knots.

"Website" means the website at www.forgetmeknotsilver.co.uk

"You" means the person using the Website whether as a guest or as a registered user.

The Website is intended for UK users only.

The terms and conditions quoted here also apply to any of our content displayed on agreed third party websites.

#### WEBSITE CONTENT

All copyright, trademarks and other intellectual property rights in all materials or content contained in the Website are owned or licensed by us (unless otherwise specified) or are the property of third parties offering goods for sale or posting details through this Website.

Except as specifically authorised below, you may not do any of the following without obtaining our prior written consent:

1. copy, reproduce, distribute, republish, download, display, post, transmit, commercially exploit or create derivative works of any part of the Website. This prohibition applies, but is not limited, to the text, graphics, animations, photographs, pictures, data, images, audio and video clips available from the Website;
2. download, edit, reproduce or use any material and content contained within the Website for the purpose of advertising, promoting, endorsing or implying any connection with you or any third party;
3. utilise any data mining, robots, or similar data gathering/extraction tools to extract (whether once or many times) for re-utilisation, any substantial parts of the Website; or
4. create and/or publish your own database that features substantial parts of this Website (including without limitation prices and product listings).

You may print or download any page(s) for your own personal and non-commercial use only. If you have any doubts about what you can do, please go to our [Contact Us](https://www.ernestjones.co.uk/webstore/secure/contactus.do) page to apply for permission to reproduce the Website or any part of it.

#### YOUR OBLIGATIONS

You will not:

1. use the Website (or any part of it) for any illegal purpose and agree to use it at all times in accordance with all relevant laws;
2. upload or transmit through the Website (i) any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or (ii) any material, including without limitations, any comments which are defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
3. use the Website in a manner which (i) may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired or (ii) violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);
4. create or publish a hypertext link to any part of the Website without our express written consent except that you may create a hypertext to the Website as long as the link does not portray us or our affiliates, or their products or services in a false, misleading, derogatory, or offensive matter. You may not use any of our logos or proprietary marks as part of the link without our express written consent (which consent we may withdraw at any time);
5. frame or use framing techniques to enclose any part of the Website or any content accessible on it without our express written consent. You will not use any meta tags or any other hidden text using our (or our affiliates') names, logos, brands or marks without our express written consent. Any unauthorised use terminates the permission or license granted by us to use this Website in addition to our other rights; or
6. attempt any unauthorised access to any part or component of the Website.

You warrant that by accessing and using the Website you will not be in breach of any laws or regulations that apply to you.

We may monitor any activity and content associated with the Website. We will investigate any reported violation of these Terms & Conditions of Use or complaints relating to the Website and take any action that we believe is appropriate.

#### USER GENERATED CONTENT

Any information you submit to the Website, whether by way of comments, ratings, reviews any chat room function or otherwise, will not be treated confidentially and you acknowledge that such content shall be submitted strictly in accordance with our [User Content Terms of Use](https://www.ernestjones.co.uk/webstore/static/customerservice/terms_and_conditions.do#ugc).

Whilst we make every effort to monitor any contents uploaded by users on our Website, such content will often reflect a user's opinion and we will not be responsible or liable to you for the content or accuracy of any materials posted by any other user on our Website.

#### OUR LIABILITY TO YOU

While we make every effort to ensure our Website is as accurate, current, complete or error free as possible, unless we are at fault we are not liable for any inaccuracies or errors which are beyond our reasonable control. In particular, we cannot guarantee that colours in our images will be rendered correctly on different computer monitors.

The product dimensions supplied are intended to give an approximate indication of the size of individual products. Products shown may not be actual size. If you have any doubts about the colour, size or any other specification of the goods you wish to order, we recommend you [contact us](https://www.ernestjones.co.uk/webstore/secure/contactus.do) prior to placing an order on the Website.

The Website is provided, on an "as is" and "as and when available" basis without any representation or endorsement and we make no warranties of any kind, whether express or implied, in relation to the Website or its content offered on the Website.

We cannot guarantee that the Website is free from computer viruses, and you should take your own precautions in this respect. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the Website.

If a fault occurs in the service you should report it to info@forgetmeknotsilver.co.uk and we will attempt to correct the fault as soon as we reasonably can.

We will try to make sure that the Website is always available. However, this is not always possible and access to the Website may be suspended temporarily and without notice in the case of any system failure, maintenance or repair or for any other reasons outside our control, as well as for any breach by you of these Terms & Conditions of Use.

We will not be responsible to you or any third party for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any indirect or consequential loss in connection with your use of the Website.

We remain liable however for:

* loss, damage, death or personal injury resulting from our negligence;
* fraud or fraudulent misrepresentations;
* any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

#### LINKS AND THIRD PARTY E-COMMERCE

The Website may contain links to other websites; these external websites are not under our control. We provide these links because we think they might interest you, but we do not monitor or endorse these other websites. We are not liable for such websites and cannot make any guarantees about them.

Please also see our [Privacy Policy](https://www.ernestjones.co.uk/webstore/static/customerservice/customer_privacy_policy.do) for more details of how we use your information.

#### SUSPENSION OR TERMINATION OF THE WEBSITE OR SERVICES

We reserve the right to suspend or terminate the Website or remove any of the services on it with immediate effect at any time, and without notice, for example if:

* there is a change in the law that limits our ability to provide the Website;
* an event beyond our control stops us providing the Website (eg: technical difficulties).

#### CHANGES TO TERMS & CONDITIONS OF USE OF THIS WEBSITE

We reserve the right to change these Terms & Conditions of Use from time to time. If this happens, we will post the new Terms & Conditions of Use on the Website. It is your responsibility to ensure you regularly check these Terms & Conditions of Use to familiarise yourself with their terms and check any updates. If you do not wish to be governed by the revised Terms & Conditions of Use, please stop using the Website.

#### GENERAL

These Terms & Conditions of Use are governed by the law of England and you and we agree to use the English courts if there is any dispute between us.

If any part of these Terms & Conditions of Use is found to be invalid by law, the rest of them remain valid and enforceable.

### USER CONTENT TERMS OF USE

These User Content Terms of Use govern your conduct associated with the customer ratings and review and the customer stories you may post or upload on our Website. To the extent there is any conflict between our [Privacy Policy](https://www.ernestjones.co.uk/webstore/static/customerservice/customer_privacy_policy.do) and these User Content Terms of Use, these User Content Terms of Use shall take precedence.

#### YOUR OBLIGATIONS WHEN POSTING OR UPLOADING CONTENT

By submitting any content to us, you represent and warrant that:

* you are the sole author and owner of the intellectual property rights in that content or that you have permission from the owner and you have obtained the informed consent of any subjects of the images and that any subjects featured in any such images are at least 18 years of age at the time such material was created;
* all "moral rights" that you may have in such content has been voluntarily waived by you;
* all content that you post is accurate;
* you are at least 18 years old;
* use of the content you supply does not violate these User Content Terms of Use and will not cause injury to any person or entity.

You further agree and warrant that you shall not submit any content:

* that is known by you to be false, inaccurate or misleading;
* that infringes any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;
* that violates any law, statutes, ordinates or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
* that is, or may reasonably be considered to be, defamatory, libellous, hateful, racially or religiously biased or offensive, of a sexual nature, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
* for which you were compensated or granted any consideration;
* that includes any information that references other websites, addresses, email addresses; contact information or phone numbers;
* that contains any computer viruses, worms or other potentially damaging computer programs or files.

You agree to compensate and hold us (and our officers, directors, agents, subsidiaries, joint ventures, employees and third party service providers) harmless from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown including reasonable attorney's fees, arising out of a breach of your representations and warranties set out above or your violation of any law or the rights of a third party.

#### HOW WE MAY USE ANY CONTENT YOU SUBMIT

For any content that you submit, you grant us a perpetual, irrevocable, royalty-free, transferable right and licence to use, reproduce, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technologies throughout the world (whether in whole or in part, and whether cropped, adapted, altered or otherwise manipulated) without compensation to you.

All content that you submit may be used at our sole discretion. We reserve the right to change, condense or delete (without notice) any content on our Website that we deem, in our sole discretion, to violate the content guidelines or any other provisions of these User Content Terms of Use. We do not guarantee that you will have any recourse through us to edit or delete any content you have submitted. Ratings and written comments are generally posted within 2-4 business days from submission. However, we reserve the right to remove or to refuse to post any submission for any reason.

You acknowledge that you are responsible for the content of your submission. None of the content that you submit shall be subject to any obligation of confidence on our part, our agents, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees.

#### HOW WE MAY USE YOUR DETAILS

By submitting your email address in connection with your rating and review or your stories, you agree that we may use your email address to contact you about the status of your review and for other administrative purposes.

We may be required to disclose and shall disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights or of their right to privacy.

When you use our online store, such as www.forgetmeknotsilver.co.uk details of any products that you seek to purchase and your email address may be collected as you fill in the Checkout form.

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