

## **Website Terms and Conditions**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

### TERMS OF WEBSITE USE

This page sets out the terms of use on which you may use our website.

<https://www.dnakids.co.uk> ("our site")

Use of our site includes accessing, browsing, or registering to use our site. Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. By using our site, 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 our Privacy Policy that 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.

### INFORMATION ABOUT

This website is owned by DNA Kids Limited. Any questions or queries regarding these Terms and Conditions should be directed to: DNA Kids Ltd., 6A Dollymans Farm, Doublegate Lane, Rawreth, Wickford, Essex SS11 8UD or via email at [customerservices@dnakids.co.uk](mailto:customerservices@dnakids.co.uk)

Our site is operated by Zero Above, with its registered office at Zero Above Studio, Park House, Earls Colne Business Park, Colchester, Essex CO6 2NS

### 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 make, as they are binding on you.

### CHANGES TO OUR SITE

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 However, please note that any of the content on our site may be out of date at any given time and we are under no obligation to update it.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

### ACCESSING OUR SITE

Our site is made available free of charge. We do not guarantee that our site, or any content on it, 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 site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them. Our site is available on a number of different devices and these terms of use shall apply to any device, both current and future. By using

our site, you hereby acknowledge and agree that we will not be liable under any circumstances for any damage caused to your device or any software.

#### INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others to the content posted on our site.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made to avoid possible legal action.

#### NO RELIANCE ON INFORMATION

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

#### LIMITATION OF OUR LIABILITY

You agree not to use our site for any commercial or business purposes, 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 site 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 site. 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 as a result of the supply of any services by us to you.

#### VIRUSES

We do not guarantee that our site 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 site. You should use your own virus protection software. You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 page, 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 site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page without prior written consent from DNA Kids Ltd.

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 expected of a responsible organisation, including compliance with all applicable laws. If you wish to make any use of content on our site other than that set out above, please contact us.

### THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our site 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 content 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. 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.