



Stephens IT Solutions
Terms of Use Policy

A background image showing a person's hands typing on a keyboard at a desk. The image is overlaid with a semi-transparent red filter. A red folder with the Stephens IT logo is visible on the desk.

Created by: Compliance
Date 01/06/18
Version 1.0

This Terms of Use Agreement (the “Terms of Use” or “Agreement”) describes the terms and conditions applicable to your access and use of the Website.

By using our website, you confirm that you accept this Agreement and you agree to comply with them, which together with our Privacy and Cookies Policy govern Stephens IT Solutions relationship with you in relation to this website.

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

We recommend that you print a copy of these terms for future reference.

www.stephens-it.com is a website operated by the Stephens IT Solutions Limited (“we” or “us” or “our”) and our subsidiaries. The term “you” refers to you, the user or viewer of our website.

The use of this website is subject to the following Terms of Use:

1. We may amend and change these Terms of Use from time to time, please review the terms before visiting our website to ensure you understand the updated terms. You agree that your use of the Website after any amendments and changes will constitute your acceptance of such amendments and changes. Changes or amendments to this Agreement will not be applied retroactively.
2. The content on our website may change periodically and shall be done without notice. Our website is for information purposes only and is not legally binding.
3. Access to our website is available free of charge.
4. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons.
5. You are responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and you are responsible for their compliance with them.
6. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose, nor that our website will be secure or free from bugs or viruses. You acknowledge that the information and materials on our website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
7. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. You are responsible for ensuring that your systems, and platforms to access our website are protected from such viruses.
8. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
9. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not overburden or attack our website 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 website will cease immediately.
10. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website.



11. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
12. To the maximum extent permitted by law, Stephens IT Solutions disclaims all liability, whether based in contract, tort (including negligence), strict liability or otherwise, and further disclaims all losses, including without limitation indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the website, the content, or the goods offered or sold through the website, even if Stephens IT Solutions has been advised of the possibility of such damages.
13. Limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our Standard Terms and Conditions of Sale.
14. You agree to indemnify, defend and hold us, our subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, due to or arising out of your use of the Website and/or breach of this Agreement.
15. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use.
16. 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.
17. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
18. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.
19. Unauthorised use of this website shall give rise to a claim for damages and/or be a criminal offence.
20. Unauthorized use of any Stephens IT Solutions trademark, service mark or logo are prohibited, and may be a violation of trademark laws.
21. Whenever you make use of a feature that allows you to upload content to our website, or to contact other users of our website, you must comply with the content standards that are available from our marketing department. You warrant that any such contribution shall comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
22. Any content you upload to our website will be considered non-confidential and non-proprietary. You retain ownership rights in your content, but you are required to grant us and other users of our website a limited licence to use, store and copy that content and to distribute and make it available to third parties.
23. 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 website constitutes a violation of their intellectual property rights, or of their right to privacy.
24. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards referred to in clause 21 above.
25. You are solely responsible for securing and backing up your content.
26. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not state nor imply directly or indirectly that we endorse any such website(s). We have no responsibility for the content of the linked website(s). We reserve the right to withdraw linking permission without notice.
27. You may not create a link to this website from another website or document without Stephens IT Solutions' explicit prior written consent.
28. By agreeing to these terms, you acknowledge that Stephens IT Solutions may collect, use and disclose your information as described in our Privacy and Cookie Policy.



29. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following information to us:
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
 - A description of the copyrighted work or other intellectual property that you claim has been infringed;
 - A description of where the material that you claim is infringing is located on the website (providing URL(s) in the body of the communication is the best way to help us locate content quickly);
 - Your name, address, telephone number and e-mail address;
 - A signed statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - A statement by you, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
30. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force.
31. Our failure to act with respect to any failure by you or others to comply with these Terms of Use does not waive our right to act with respect to subsequent or similar failures.
32. This Agreement set forth the entire understanding and agreement between you and us with respect to the subject matter hereof.
33. Any cause of action or claim you may have with respect to this Agreement or the website must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.
34. You may not assign or transfer your rights or obligations under this Agreement without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void.
35. We reserve the right to seek all remedies available at law and in equity for violations of this Agreement including without limitation the right to block access from a particular internet address.
36. The website is protected by international copyright laws.
37. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

