

## Net Essence - Rules & Regulations of Websites

### Rules and Regulations for Net Essence's Web Sites

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Net Essence, requires that all the visitors to our site(s) on the World Wide Web (the "Site") adhere to the following rules and regulations. By accessing the Site you indicate your acknowledgement and acceptance of these terms and conditions.

### Laws and regulations

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User access to and use of the Site is subject to the jurisdiction of the English courts and this Site is governed by English law.

### Copyright/Trademarks

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The trademarks, logos and service marks ("Marks") displayed on the Site are the property of Net Essence and other parties. Users are prohibited from using any Marks for any purpose including, but not limited to use as meta tags on other pages or sites on the World Wide Web without the written permission of Net Essence or such third party which may own the Marks. All information and content including any software programs available on or through the Site ("Content") is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes.

### No warranties

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ALL CONTENT ON THE SITE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. NET ESSENCE DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE SITE BY ANY PARTY OTHER THAN NET ESSENCE OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL NET ESSENCE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE OR OTHER CONTENT.

### Limitation of liability

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Net Essence specifically disclaims any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the Site, (even if Net Essence has been advised of the possibility of such damages) including liability associated with any viruses which may infect a user's computer equipment.

### Confidentiality Of User Communications

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Except as required by law and in accordance with the Net Essence Internet Privacy Statement. Net Essence will maintain the confidentiality of all user communications which contain personal user information and which are transmitted directly to Net Essence Postings by a user on any message board or in any chat room will not be protected as confidential and Net Essence may use and provide information contained in any such postings (including any ideas, concepts, know-how or other intellectual property) to any other companies, individuals, subsidiaries and affiliates for any purpose whatsoever and as deemed appropriate by Net Essence.



## Linked Internet sites

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Net Essence prohibits caching, unauthorized hypertext links to the Site and the framing of any Content available through the Site. Net Essence reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the Content available on any other Internet sites linked to the Site. Access to any other Internet sites linked to the Site is at the user's own risk.

## Postings

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In connection with message boards or chat rooms on the Site, Net Essence is under no obligation to review any messages, information or content ("Postings") posted on the Site by users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, Net Essence may from time to time monitor the Postings on the Site and may decline to accept and/or remove any Postings that contain:

- Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law.
- Advertisements or solicitations of any kind.
- Messages posted by users impersonating others.
- Personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, or employer references.
- Messages by non-spokesperson employees of Net Essence purporting to speak on behalf of Net Essence.
- Messages that offer unauthorized downloads of any copyrighted or private information.
- Multiple messages placed within individual folders by the same user restating the same point: Chain letters of any kind.

## Transmission of Personal Data

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User acknowledges and agrees that by providing Net Essence with any personal or proprietary user information through the Site, user consents to the transmission of such personal or proprietary user information over international borders as necessary for processing in accordance with Net Essence's standard business practices.

## Changes to rules and regulations

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Net Essence reserves the right to revise these Rules and Regulations at any time and users are deemed to be apprised of and bound by any changes to these Rules and Regulations.

## Violation of rules and regulations

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Net Essence reserves the right to seek all remedies available at law and in equity for violations of these Rules and Regulations, including the right to block access from a particular Internet address to the Site.

## Access to password protected/secure areas

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Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

## USE OF "COOKIE" FILE FEATURES

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Net Essence reserves the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of modifying the Site to reflect users' preferences. The Net Essence Internet Privacy Statement provides additional information regarding Net Essence's use of cookies as well as procedures for disabling cookies.



## **DIGITAL MILLENNIUM COPYRIGHT ACT**

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### NOTIFICATION TO NET ESSENCE REGARDING ALLEGED COPYRIGHT INFRINGEMENT

Net Essence reserves the right to remove any Content on the Site which allegedly infringes another person's copyright. Notices to Net Essence regarding any alleged copyright infringement on the Site should be directed to Net Essence Ltd, 129 Arlington Drive, Carshalton, Surrey, SM5 2EU. England.

## **JURISDICTION/GOVERNING LAW**

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