

WEBSITE TERMS AND CONDITIONS OF USE

These pages state the terms and conditions (the "Terms of Use") under which you may use the website located at www.traakit.co.uk (the "Website").

Please read this page carefully. If you do not accept these Terms of Use, do not use the Website.

Radaw Limited, referred to as "Radaw" throughout, may review these Terms of Use at any time by updating this posting. You should visit this page periodically to review the Terms of Use because they are binding on you. Continued use of the Website constitutes your agreement to all such revised Terms of Use.

Your use of the Site is also governed by the Privacy Policy applicable to the Website ("Privacy Policy"), the provisions of which are hereby incorporated within these Terms of Use.

Radaw is a limited company registered in England and Wales under company number 05444924 and have our registered office at Hill Farm, Station Road, Dullingham, Newmarket. Suffolk CB8 9UT.

We are registered as a data controller in the Data Protection Register as required by the Data Protection Act 1998.

1 USE OF MATERIALS

1.1 Radaw authorises you to view and download a single copy of the information on the Website solely for your personal, non-commercial use. Special rules may apply to other terms provided on the Website. Any such special rules are listed as "Policies" on the Website and are incorporated into this Agreement by reference.

1.2 Except where expressly stated otherwise, all information contained on the Website is owned by or licensed to Radaw. The information and content contained on the Website, such as text, graphics, software, images and other such material ("Material"), are protected by copyright, database rights, and other Intellectual Property Rights. Unauthorised use of the Material may violate Radaw's Intellectual Property Rights. You must retain all copyright and other proprietary notices contained in the original Material on any copy you make of the Material.

1.3 You undertake that you will:

- (a) only view and use the Website for your own purpose and you may not sell, publish or modify the Material or reproduce, display, publicly, perform, distribute, store, retransmit or otherwise use the Material in any way for any public or commercial purpose;
- (b) not use the Website nor the Material in any manner which constitutes an infringement of any third party rights (including Intellectual Property Rights);
- (c) not use the Website nor the Material to transmit any information or content for the purposes of publicity, promotion and/or advertising without the prior written consent of Radaw;
- (d) not send a message or communication which is offensive, abusive, defamatory, obscene, menacing or illegal;
- (e) not cause annoyance, inconvenience or needless anxiety to, or breach the rights of any other person;
- (f) not perform any illegal activity;

(g) not introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

1.4 You agree not to attempt to reverse engineer, decompile or disassemble the Website or any Material or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction. You may not modify any Material or create derivative works of any Material.

1.5 The use of the Material on any other website or in a networked computer environment for any purpose is prohibited.

1.6 If you violate any of these Terms of Use your permission to use the Material automatically terminates and you must immediately destroy any copies you have made of the Material.

2 RADAW'S LIABILITY

2.1 The Material may contain inaccuracies or typographical errors. Radaw makes no representations about the accuracy, reliability, completeness or timeliness of the Material or about the results to be obtained from using the Website and the Material.

2.2 The use of the Website and the Material is at your own risk. Changes are periodically made to the Website and may be made at any time.

2.3 Radaw has no obligation to maintain any Material, products and/or services available at any time through the Website.

2.4 Radaw does not warrant that the Website will operate error-free or that the Website and its server are free of computer viruses and other harmful goods.

2.5 The Website and Material are provided on an "as is" basis without any warranties of any kind.

2.6 Radaw will not be liable in any way for any increased costs or expenses, loss of profit business contracts revenues or expected savings or any special indirect or consequential damage whatsoever arising out of any provision or use of the Online Services or of any error or defect in either or of the performance non-performance or delayed performance of the Online Services by us.

2.7 Our total aggregate liability for any loss or damage arising out of, or in connection with use of the Online Services will not exceed the actual payment received by us from you for the Online Services.

2.8 Radaw does not attempt to exclude or limit its liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

3 LINKS TO OTHER SITES

3.1 The Website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by Radaw of the contents on such third party websites.

3.2 Radaw is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third party websites, you do so at your own risk.

3.3 You may enter into or seek to enter into transactions with third parties in relation to the Material via the Website. Radaw will not be a party to such transactions and will not be liable whether in contract, tort (including liability for negligence), or otherwise for any loss, cost of damage incurred by you arising out of or in relation thereto.

4 TERMINATION

4.1 Radaw shall, at any time, have the right to terminate these Terms and Conditions of Use (and your use of the Website) immediately and without notice to you.

5 GENERAL

5.1 The Website is based in England & Wales.

5.2 Radaw makes no claims that the Materials are appropriate. Access to the Materials may not be legal by certain persons or in certain countries. If you access the Website from outside of England you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

5.3 These Terms of Use shall be governed in all respects by English law, and the parties agree to submit to the exclusive jurisdiction of the English courts.

5.4 If any part of this agreement is unenforceable the remainder will continue to apply

5.5 No waiver of any term shall be deemed a further or continuing waiver of such term or any other term.

5.6 Except as expressly provided in a particular Policy or material on particular web pages of the Website, these Terms of Use constitute the entire agreement between you and Radaw with respect to use of the Website.