

## **Terms of Use**

### **1. Our Terms of Use**

Our Terms of Use set out the terms on which you may make use of [www.chewits.co.uk](http://www.chewits.co.uk) (our site). They also include our Acceptable Use Policy <http://www.chewits.co.uk/terms-conditions/> and our Privacy Policy <http://www.chewits.co.uk/terms-conditions/>. If you do not understand anything please ask your parents or guardians.

### **2. Other Terms and Conditions**

Other terms and conditions may apply for example if you enter competitions or want to take part in an event.

### **3. Who Are We?**

We are an Italian company called Leaf Italia S.R.L. and we are based at Via Milano 16, 26100 Cremona, Italy. Our company's registration number is CR 01350470199. You may have heard of a law which protects your personal data. The law is called The Data Protection Act 1998. We are registered under this law and our registration number is Z1209891. For more information please see our Privacy Policy <http://www.chewits.co.uk/privacy-policy/>.

### **4. Access to Our Site**

Access to our site is temporary, sometimes our site might not be available. We are sorry if this disappoints you.

### **5. Accuracy of the Content of Our Site**

We try hard to make sure the information contained in our site is accurate but sometimes it won't be.

### **6. What You Can Do with Our Site**

You may use our site only for lawful purposes.

You may download/save (and print, if required) any information or pages we make available for download on our site a reasonable number of times for your personal use.

### **7. What You Cannot Do With Our Site**

You must not use our site for any business purpose. You must keep our name next to pictures and other work which came from our site. You must not claim our pictures or work as your own.

You must not and must not attempt to misuse our site or any of its content. Misuse means doing anything which is not allowed at point 6 above.

### **8. Computer Viruses**

We try to ensure that our site does not have viruses, however, we cannot guarantee that it does not have viruses.

### **9. Our Responsibility**

We will provide our site with reasonable care and skill and we **are** responsible to you for any loss or damage that you suffer if we do not provide our site to the standard that the law says we should (negligence) in relation to the information available on our site.

We take full responsibility for things the law says we cannot avoid being responsible for.

We are **not** responsible to you:

- because of an issue with our site's operation or functionality;
- because we have amended or withdrawn any part of our site;
- because you have not behaved in accordance with our Terms of Use and/or Acceptable Use Policy;
- because you relied on any commentary or postings on our site;
- because of viruses or other harmful material that infects your computer.

#### 10. **General**

If any provision of these Terms of Use is found by a court or similar to be unenforceable that provision will not be a part of these Terms of Use and the remaining provisions shall continue to apply.

Your use of our site shall be governed by English law and English courts shall hear any matters as far as possible. In some circumstances the laws where you live may apply and the courts where you live may have jurisdiction.

#### 11. **Changes to our Terms of Use**

We may change our Terms of Use at any time. When we make changes, we will update the version number of the policy and publish the latest Terms of Use on our site.

#### **Version 1 November 2011**

**\*\*A special note if you are not the intended audience of our site:\*\***

If you are using our site for business reasons you should not be using our site as it is not meant for you, therefore we expressly exclude any liability, whether arising in contract, tort (including, without limitation, negligence) and/or breach of statutory duty or otherwise, for:

- indirect, special and consequential loss;
- direct loss;
- loss or damage to any software and/or hardware;
- loss of income or revenue;
- loss of business;
- loss of profits or contracts;

- loss of anticipated savings;
- loss, damage or corruption of data;
- loss of or damage to goodwill;
- wasted management or office time.

Nothing in these Terms of Use limits or excludes liability which cannot be excluded or limited by law.