Lionheart Virtual Assistance Ltd's Website Terms of Use

BACKGROUND:

These Terms of Use, together with any and all other documents referred to within, set out the terms of use under which you may use this website, www.lionheartva.co.uk ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to the sale of our services. Please request a copy of our Virtual Assistant Business Terms for more information from email address jennifer@lionheartva.co.uk.

In these Terms of Use, the following expressions have the following meanings:

"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
"User"	means any user of Our Site;
"We/Us/Our"	means Lionheart Virtual Assistance a Limited Company registered in England under Companies House, whose registered address is Bayside Business Centre, Unit 1 Sovereign Business Park, 48 Willis Way, Poole BH15 3TB and whose registered company number is 14732205.

Information About Us

- Our Site, www.lionheartva.co.uk, is owned and operated by Lionheart Virtual Assistance, a limited company registered in England under Lionheart Virtual Assistance Ltd, whose registered address is Bayside Business Centre, Unit 1 Sovereign Business Park, 48 Willis Way, Poole BH15 3TB.
- We are a member of Society of Virtual Assistants
- We are AML supervised by HMRC

Access to Our Site

- Access to Our Site is free of charge.
- It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

Intellectual Property Rights

- All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- Subject to the sections below, you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

- Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

Links to Our Site

- You may link to Our Site provided that:
    - you do so in a fair and legal manner;
    - you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
    - you do not use any logos or trade marks displayed on Our Site without Our express written permission; and
    - you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- You may not link to any page other than the homepage of Our Site. Deep-linking to other pages requires Our express written permission.
- You may not link to Our Site from any other site the main content of which contains material that:
    - is obscene, deliberately offensive, hateful or otherwise inflammatory;
    - promotes violence;
    - promotes or assists in any form of unlawful activity;
    - discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
    - is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
    - is calculated or is otherwise likely to deceive another person;
    - is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
    - misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this section);
    - implies any form of affiliation with Us where none exists;
    - infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
    - is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

Links to Other Sites

- Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

Disclaimers

- Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only.

We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this exception does not apply to information

concerning services for sale through Our Site. Please request a copy of our Virtual Assistant Business Terms for more information from email address jennifer@lionheartva.co.uk.

Our Liability

- The liability provisions set out in this section apply only to the use of Our Site and not to the sale of services, which is governed separately by Our Virtual Assistant Business Terms. A copy of Our Virtual Assistant Business Terms can be requested via our email address, jennifer@lionheartva.co.uk.
- To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
- To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. However, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

Viruses, Malware and Security

- You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- By breaching the provisions of this section you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

Acceptable Usage Policy

- You may only use Our Site in a manner that is lawful and that complies with the provisions of this section. Specifically:
    - you must ensure that you comply fully with any and all local, national or international laws and/or regulations;

- you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

- We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this section or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:
  - suspend, whether temporarily or permanently, your right to access Our Site;
  - issue you with a written warning;
  - take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - take further legal action against you as appropriate;
  - disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
  - any other actions which We deem reasonably appropriate and lawful.

Privacy and Cookies

- Use of Our Site is also governed by Our Privacy & Cookie Policy, which is available from on our website www.lionheartva.co.uk. These policies are incorporated into these Terms of Use by this reference.
- We will only use your personal information as set out in Our Privacy & Cookie Policy, which is available on our website www.lionheartva.co.uk.

Changes to these Terms of Use

- We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

Contacting Us

- To contact Us, please email Us at jennifer@lionheartva.co.uk

Law and Jurisdiction

- These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England.