

## WEBSITE TERMS AND CONDITIONS OF USE

These terms and conditions (the “**Terms of Use**”) set out the terms on which you may use our website <http://www.mila.co.uk> (our site), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use our site. By using our site, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree with any of these Terms of Use, you should stop using our site immediately.

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

### 1. INFORMATION ABOUT US

<http://www.mila.co.uk> (our site) is a site operated by Heywood Williams Components Limited trading as Mila Hardware (we, our, us). We are registered in England and Wales under company number 02523354. Our registered office is at Portobello, School Street, Willenhall, England, WV13 3PW.

If you have any questions about our site, please contact us by emailing [marketing@mila.co.uk](mailto:marketing@mila.co.uk).

### 2. ACCESSING OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or uninterrupted. Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. We make no warranties, representations or undertakings about: any of the content of our site (including, without limitation, any as to the quality, accuracy, completeness or fitness for any particular purpose of such content); or any content of any other website referred to or accessed by hypertext link through our site.

From time to time, we may restrict access to some or all parts of our site, and we will not be liable for any disruption this may cause.

When using our site, the terms of the policies set out below shall also apply:

- [privacy policy](#) – this sets out how we collect and process your personal data; and
- [cookies policy](#) – this sets out information about the cookies we use on our site and how you can go about removing them.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

### 3. YOUR INFORMATION AND ACCOUNT

Any information that you provide on our site must be complete and accurate. You must not impersonate any other person or entity or use a false name or a name that you are not authorised to use.

If you have set up an account, you may need to input your account and password details (login details) to access it. You are responsible for maintaining the confidentiality of your login details and any activities that occur under your account. If you have any concerns about your login details or think they have been misused, we are not liable for this but you should contact us at [marketing@mila.co.uk](mailto:marketing@mila.co.uk) straight away to let us know.

We have the right to disable any user account or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

#### **4. THIRD PARTY SERVICES**

We may from time to time make available through our site certain services provided by third parties. To gain access to these services, you must deal with these third parties direct. We have no control over the content of those third-party sites or the performance of these services. Accordingly, you use these services at your own risk and we accept no liability or responsibility for them or for any loss or damage that may arise from your use of them.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no liability or responsibility for them or for any loss or damage that may arise from your use of them.

#### **5. DO NOT RELY ON INFORMATION ON THIS SITE**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

#### **6. LIABILITY**

We have taken every care in the preparation of the content of our site. However, we will not be responsible for any errors or omissions or for any technical problems you may experience with our site. If we are informed of any inaccuracies in the content on our site, we will attempt to correct this as soon as we reasonably can.

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law, trade use, the law of equity or otherwise; and
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including the following (whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable):
  - loss of income or revenue;
  - loss of business or sales;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of business opportunity, goodwill or reputation;
  - wasted management or office time; or

- business interruption.

To the extent permitted by law, we exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our site, any website linked to it and any materials posted on it.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We assume no responsibility for the content of websites linked on our site which are provided solely as a convenience to you. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them and your access of them is entirely at your own risk.

In the event that you enter into or seek to enter into a monetary transaction with a third party via material on our site, we shall not be a party to any such transaction and will not be liable in contract, tort (including liability for negligence), or otherwise for any loss, cost or damage incurred arising therefrom.

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

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

## **7. INTELLECTUAL PROPERTY**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it including but not limited to text, graphics, software, images or other such material. Those works are protected by copyright laws and treaties and other intellectual property rights around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal, non-commercial use and you may draw the attention of others to material posted on our site. Unauthorised use of the material may violate our intellectual property rights and you must retain all copyright or other proprietary notices contained in any material or any copy made thereof.

You must not sell, publish or modify the paper or digital copies of any materials you have printed off or downloaded in any way, or reproduce, display, distribute, store, re-transmit or otherwise use the material for any public or commercial purpose. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of, and owners of intellectual property rights in material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors which, for the avoidance of doubt, includes for the purposes of publicity, marketing, promotion and/or advertising without our prior written consent.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You grant us an irrevocable, exclusive licence to use any material you provide to us or upload to our site in connection with our business, including on our site and in marketing material for our business.

## **8. USER-GENERATED CONTENT IS NOT APPROVED BY US**

This website may include information and materials uploaded by other users of our site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views and values.

## **9. UPLOADING MATERIAL TO OUR SITE**

You are responsible for all information (which may include personal data as defined under the Data Protection Act 2018) which you choose to submit to our site.

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our acceptable use policy below. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right and licence to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy below.

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

## **10. RIGHTS YOU ARE GIVING US TO MATERIAL YOU UPLOAD**

When you upload or post content to our site, you grant us a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with our business and across different media, including to promote our site and/or our business.

You shall retain the right to have your personal data destroyed and/or discontinued from further use at any time in accordance with your rights under Data Protection Laws.

## **11. ACCEPTABLE USE**

These acceptable use standards apply to any and all material which you contribute to our site ("**contributions**") and questions submitted to us.

The following standards and requirements apply to your use of and contributions to our site.

### **Your contributions must:**

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

### **Your contributions must not:**

- contain any material which is defamatory of any person or obscene, offensive, hateful or inflammatory;

- promote sexually explicit material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person, including using your contributions to impersonate any person, or to misrepresent your identity or affiliation with any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person; and
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that they emanate from us, if this is not the case.

We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- issuing a warning to you;
- taking legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- taking legal action against you; and/or
- disclosing such information to law enforcement authorities as we reasonably feel necessary.

We are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Our interactive services shall be used by those over the age of 18 only.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not an exhaustive list, and we may take any other action we reasonably deem appropriate.

## **12. NO TEXT, DATA MINING OR WEB SCRAPING**

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes (or permitting, authorising or attempting the use of):

- any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same; and

- any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

### **13. VIRUSES, HACKING AND OTHER OFFENCES**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack, a distributed denial-of service attack or similar 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 site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your device applications, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### **14. HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our [Privacy Policy](#) and [Cookies Policy](#).

### **15. LINKING TO OUR SITE**

You may link to our home page and our product pages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with applicable local, national or international law, regulation and good industry practice.

If you wish to make any use of any content or material on our site other than that set out above, please address your email to [marketing@mila.co.uk](mailto:marketing@mila.co.uk).

### **16. TERMINATION**

In the event that you materially breach these terms of use, we have the right to terminate these terms of use and your access to our site immediately and without further notice.

### **17. E-MAILS**

Where applicable, e-mails, including any attachments, are intended only for the person or entity to which they are addressed and may contain confidential material. Any review, retransmission, distribution or other

use of this information by persons or entities other than the intended recipient is prohibited. If you received an e-mail in error, please destroy any copies, contact the sender and delete the material from any computer.

The sender has taken every reasonable precaution to ensure that the e-mail and its attachments do not contain any viruses or other malicious scripts. However, the sender does not warrant that no such malicious viruses or malicious scripts are included in the e-mail or its attachments. You are strongly advised to deploy your own controls against any such scripts.

## 18. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to provide any product or service that is caused by events outside of our reasonable control.

## 19. OTHER TERMS

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you, please see the table below for a summary of recent changes:

DATE OF CHANGE	SUMMARY OF CHANGE

If any of these terms in the Terms of Use are held to be invalid, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law.

Access to our site may not be legal by certain persons or in certain countries. If you access our site from outside of England and Wales you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. If you are a resident of Scotland, you may bring a claim in the Scottish courts.

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

Except as expressly provided in a particular policy or material on particular web pages of our site, these terms of use constitute the entire agreement between you and us with respect to the use of our site.

We may transfer our rights and obligations under these terms of use to another organisation which takes over the running of our site.

At <http://www.mila.co.uk> we aim to delight our customers at all times. However, if you are unhappy about any aspect of our site or the service you receive from us and would like to make a complaint, please contact Customer Services at [marketing@mila.co.uk](mailto:marketing@mila.co.uk).