

Folio Website Terms of Website Use

These Terms were last updated on 16 August 2023.

These Terms of Use (together with the documents referred to in them) tell you the terms on which you may make use of our website at folioart.co.uk ("website"). Please read these Terms of Use carefully before you start to use the website, as they will apply to your use of the website. We recommend that you print a copy for future reference. By using the website, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, we do not give you permission to use the website and must cease to do so. Your attention is in particular drawn to our terms governing limitation of liability at paragraph 9.

1. INFORMATION ABOUT US

The website is operated by Folio Art Limited ("us" or "we"). We are registered in England and Wales under registered company number 10141459. Our registered office address is 12 Helmet Row, London EC1V 3QJ. You can contact us by email at info@folioart.co.uk.

2. OTHER APPLICABLE TERMS

2.1. These Terms of Use refer to the following additional terms, which also apply to your use of the website:

2.1.1. Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

3. ACCESSING AND USING THE WEBSITE

3.1. Access to the website is made available to you free of charge, although charges will be incurred for certain goods and services available from our Online Shop. We will always make it clear to you when charges apply.

3.2. Access to the website is not intended for those under the age of 16. If you are under the age of 16, please do not provide any personal information to the website. If you have already done so, please contact us. By accessing and using the website, you confirm that you are aged 16 or over.

3.3. The website is intended for use only by those who can access it from the UK. You are only permitted to access and use our website outside the UK if it is legal to do so in your location. If you choose to access the website from locations outside of the UK, you are responsible for compliance with local laws where they are applicable.

3.4. We shall use reasonable endeavours to make the website available 24 hours a day, seven days a week, except for when there is planned maintenance or unscheduled urgent maintenance. However, we do not warrant that the website will always be available or be uninterrupted and we reserve the right to suspend, discontinue, withdraw or amend the website or any content on it without notice to you. From time to time, we may restrict access to some parts of the website, or the entire website, to some or all users and, if the need arises, we may close the website indefinitely. We shall not be liable to you if for any reason the website is unavailable at any time or for any period.

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

4. NOTICE AND TAKE DOWN POLICY

If you wish to complain about any content which appears on the website, please contact us at info@folioart.co.uk. Please precisely identify the content about which you are notifying us, including the page of the website on which it is posted. You should also provide us with full details of your complaint and, if you are alleging copyright infringement, evidence that you own the copyright. We will then review the material and decide whether it complies with the content standards set out in these Terms of Use. We will deal appropriately with any content which, in our opinion, violates these Terms of Use. We will endeavour to inform you of the outcome of our review within a reasonable time of receiving your complaint.

5. COMMENTS AND COMPLAINTS

- 5.1. If you would like to contact us with any queries, comments, problems or complaints regarding the website, or in connection with these Terms of Use, please send an email to info@folioart.co.uk.
- 5.2. We will always endeavour to resolve any complaint you may have. However, if we are unable to resolve any dispute which may arise between us, either party is entitled to seek further recourse through the Online Dispute Resolution Platform. Operated by the European Commission, the ODR Platform is an online platform providing businesses and customers in the European Union with a forum for resolving online sales disputes without the need to go to court. The dispute resolution services available on the ODR Platform are provided free of charge, although neither you nor we are under any obligation to participate. Our email address is info@folioart.co.uk.

6. INTELLECTUAL PROPERTY

- 6.1. You acknowledge and agree that we and/or our licensors own all intellectual property rights in the website, all content appearing on the website and any related documentation. Except as expressly set out herein, nothing in these Terms of Use grant to you any rights to, or in, patents, copyright, database rights, trade secrets, trade names, trade marks and design rights (in each case whether registered or unregistered), or any other rights (including intellectual property rights) or licences in respect of the website any content appearing on the website or any related documentation.
- 6.2. The website and all content displayed on it are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.3. Please check whether material on the website is protected by copyright before making copies. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 6.4. The author (and that of any identified contributors) of material on the website must always be acknowledged.
- 6.5. You must not use any part of the materials on the website for commercial purposes without obtaining a licence to do so from us or the relevant licensors.
- 6.6. If you print off, copy or download any part of the website in breach of these Terms of Use, your right to use the website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 6.7. Other than strictly as permitted by law you must not carry out on our website or its content any automated data mining, web scraping or other processes for extracting data or images.

7. ACCEPTABLE USE

- 7.1. You may use our website only for lawful purposes. You may not use our website:

- 7.1.1.in any way that breaches any applicable local, national or international law or regulation;
- 7.1.2.in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 7.1.3.for the purpose of harming or attempting to harm minors in any way;
- 7.1.4.to send, knowingly receive, upload, download, use or re-use any material which:
 - (i) is offensive, defamatory, obscene, offensive, hateful, inflammatory, sexually explicit, violent or discriminatory on the basis of race, sex, religion, nationality, disability, sexual orientation or age; (ii) infringes any copyright, database right or trade mark of any other person; (iii) is in breach of any legal duty owed to a third party such as a duty of confidence; (iv) promotes an illegal activity; (v) invades another's privacy; or (vi) could be used to impersonate any person or misrepresent your identity or affiliation with any person or body;
- 7.1.5.to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- 7.1.6.to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other malicious or technologically harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 7.2. You agree not to access without authority, interfere with, damage, overburden or disrupt:
 - 7.2.1.any part of our website;
 - 7.2.2.any equipment or network on which our website is stored;
 - 7.2.3.any software used in the provision of our website or our goods and services; or
 - 7.2.4.any equipment or network or software owned or used by any third party.

8. DISCLAIMERS

- 8.1.The content on the website 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 the website. Although we make reasonable efforts to update the information on the website, we make no representations, warranties or guarantees, whether express or implied, that the content on the website is accurate, complete or up-to-date.
- 8.2.We do not routinely vet, check or review any third-party material prior to publication on the website (including but not limited to content uploaded by users) and nor do we endorse such material in any way. You therefore rely on any materials provided by third parties (including without limitation Third Party Event organisers) entirely at your own risk.

9. LIMITATION OF OUR LIABILITY TO YOU

- 9.1.Nothing in these Terms of Use shall limit or exclude our liability for:
 - 9.1.1.death or personal injury caused by negligence;
 - 9.1.2.fraud or fraudulent misrepresentation; or
 - 9.1.3.any other liability that cannot be excluded or limited under applicable law.
- 9.2.Subject to paragraph 9.1, we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - 9.2.1. loss of income or revenue;
 - 9.2.2. loss of profits;
 - 9.2.3. loss of sales or contracts;
 - 9.2.4. loss of business or business opportunity;
 - 9.2.5. loss of or damage to goodwill;

- 9.2.6. loss of or damage to your intellectual property rights;
 - 9.2.7. loss of or corruption to data;
 - 9.2.8. loss of anticipated savings;
 - 9.2.9. wasted management or office time; or
 - 9.2.10. any indirect, special or consequential loss, arising under or in connection with your use of or inability to use the website, or your use of or reliance on any content displayed on the website. Nothing in this paragraph 9.2 shall prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 9.3. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the website or any content on it, whether express or implied.
- 9.4. Where the website 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 we expressly exclude liability for any loss or damage that may arise from your use of them. You use any third-party sites and resources at your own risk and you are responsible for assessing the suitability of any goods or services advertised by such third parties before signing up or placing an order for such goods or services.
- 9.5. We will not be liable for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the website may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.6. We do not guarantee that the website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and website in order to access the website. You should use your own virus protection software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or to your downloading of any content on it, or on any website linked to it.

10. INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE

We will process your personal data in compliance with the Data Protection Act 1998 and all applicable legislation and in accordance with our Privacy Policy. By using the website, you consent to such processing. Please take the time to read the Privacy Policy as they include important terms which apply to you.

11. VIRUSES, HACKING AND OTHER OFFENCES

- 11.1. You must not misuse the website by knowingly introducing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other malicious or technologically harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the website via a denial-of-service attack or a distributed denial-of service attack.
- 11.2. By breaching paragraph 11.1, 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 the website will cease immediately.

12. LINKING TO THE WEBSITE

- 12.1. You may link to our home page, 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.
- 12.2. The website must not be framed on any other site, nor may you create a link to any part of the website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in the acceptable use terms at paragraph 7.
- 12.3. If you wish to make any use of material on the website other than that set out above, please address your request to info@folioart.co.uk.

13. LAW AND JURISDICTION

- 13.1. 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.
- 13.2. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. However, if you are a consumer resident in Northern Ireland, you may bring proceedings in the courts of Northern Ireland or England and Wales and if you are a consumer resident in Scotland, you may bring proceedings in the courts of Scotland or England and Wales.

14. VARIATIONS

- 14.1. We may revise these Terms of Use at any time by amending this page. When we do so, we will also update the "last updated" date at the top of these Terms of Use. You are expected to check this page every time you wish to use our site to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on the website.
- 14.2. We may update and change the website from time to time, for example, to reflect changes to our guidance for illustrators, news items, the variety of products offered or the terms of purchase of these. We will try to give you reasonable notice of any major changes.