

# TERMS OF USE

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You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Blitz Design's express written consent.

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If Blitz Design provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

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Without prejudice to the generality of the foregoing paragraph, Blitz Design does not warrant that:

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- the information on this website is complete, true, accurate or non-misleading.
- Nothing on this website constitutes, or is meant to constitute, advice of any kind.

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Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Blitz Design's liability in respect of any:

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- fraud or fraudulent misrepresentation on the part of Blitz Design; or
- matter which it would be illegal or unlawful for Blitz Design to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## *REASONABLENESS*

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## *UNENFORCEABLE PROVISIONS*

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## *INDEMNITY*

You hereby indemnify Blitz Design and undertake to keep Blitz Design indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Blitz Design to a third party in settlement of a claim or dispute on the advice of Blitz Design legal advisers) incurred or suffered by Blitz Design by you of any provision of these terms and conditions.

## *BREACHES OF THESE TERMS AND CONDITIONS*

Without prejudice to Blitz Design's other rights under these terms and conditions, if you breach these terms and conditions in any way, Blitz Design may take such action as Blitz Design deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## *VARIATION*

Blitz Design may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## *ASSIGNMENT*

Blitz Design may transfer, sub-contract or otherwise deal with Blitz Design's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## *SEVERABILITY*

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## *ENTIRE AGREEMENT*

These terms and conditions constitute the entire agreement between you and Blitz Design in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.