



# BellaGiada

LUXURY PACKAGING DESIGN & MANUFACTURE

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## WEBSITE TERMS & CONDITIONS

### EFFECTIVE DATE : 1 JAN 2022

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## **Viruses, Malware and Security**

We exercise all reasonable skill and care to ensure this Site is secure and free from viruses and other malware. You are responsible for protecting your own hardware, software, data and other materials from viruses, malware and other internet security risks.

In using this Site, you warrant that you will not: -

- Introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via this Site;
- attempt to gain unauthorised access to any part of this Site, the server on which this Site is stored, or any other server, computer, or database connected to this Site;
- attack this Site by means of a denial-of-service attack, a distributed denial of service attack, or by any other means.

Any or all such breaches constitute a criminal offence under the Computer Misuse Act 1990 and will be reported to the relevant law enforcement authorities. We will be obliged to disclose your identity when

cooperating fully with those authorities. Your right to continue using this Site will cease immediately in the event of such a breach.

### **Acceptable Usage Policy**

You may only use this Site in a manner that is lawful and that complies with Our Acceptable Usage Policy. Specifically, you agree to: -

- comply fully with all local, national and international laws and/or regulations;
- not to use this Site in any way, or for any purpose, which is unlawful or fraudulent;
- not to use this 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;
- not to use this Site in any way, or for any purpose, which is intended to harm any person or persons in any way;
- when submitting User Content (or communicating in any other way using this Site), you will not submit, communicate or otherwise do anything that is sexually explicit, obscene, deliberately offensive, hateful or otherwise inflammatory, promotes violence or assists in any form of unlawful activity, discriminatory, threatening or in any way causing annoyance, inconvenience, upset or embarrassment to another person, calculated or deceitful, misleadingly misrepresents your identity, infringes the intellectual property rights of, or other proprietary rights of BellaGiada Luxury Packaging Ltd or any other third party; and breaching any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

Under no circumstances will We be liable to you in any way for any Content you may be exposed to that you may find offensive, indecent or objectionable.

If you materially breach Our Acceptable Usage Policy and/or any of the other provisions of these Terms and Conditions, we reserve the right in our sole discretion to: -

- suspend or terminate your access to this Site;
- remove any User Content submitted by you;
- take legal proceedings against you for reimbursement of all relevant costs on an indemnity basis resulting from your breach,
- take further legal action against you as appropriate; and
- disclose such information to law enforcement authorities as required or as We deem necessary.

We hereby exclude all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

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