



VISTA WEB LTD.

Website Terms of Use

VERSION 2.0

Vista Web Ltd.

vistaweb.ltd & vistawebdesigns.co.uk



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These Terms of Use govern access to and use of the public website operated by Vista Web Ltd (company registered in England and Wales, registered office: 3 Castlegate, Grantham, Lincolnshire, NG31 6SF) ("we", "us", "our"). The website comprises our portfolio, descriptions of our services, business information and a contact form (the "Website").

The Website is an information and enquiry channel for business customers and prospective business customers. It is not a consumer site and is not intended for personal or household use. By accessing or using the Website you represent that you do so in the course of a business, trade or profession.

By accessing or using the Website you agree to these Terms. If you do not agree, you must not use the Website. Use of any paid services is governed by our Master Services Agreement and the relevant service schedule, not by these Terms.

1. Definitions

In this Agreement, the following terms shall have the meanings set out below (unless the context requires otherwise):

"Content"

means all text, images, graphics, portfolio work, case studies, logos, layout, code and other material published on the Website.

"You"

means the business, firm or other organisation accessing the Website, and any individual doing so on its behalf.

"Privacy Policy"

means the privacy notice published on the Website from time to time.

"Copyright Statement"

means any copyright or attribution notice published on the Website from time to time.

2. Use of the Website

The Website is provided solely to give general information about our business, services and portfolio and to receive business enquiries. It does not itself supply any hosting, domain, email, SEO or other professional service.

You may view the Website and download Content only as reasonably necessary to evaluate our business or to make an enquiry. Any other copying, adaptation or commercial exploitation of the Content requires our prior written consent.



You must not:

- scrape, crawl or systematically extract data from the Website except to the extent a search engine indexes publicly available pages in the ordinary way;
- copy, reproduce, republish or redistribute Content without our prior written permission;
- use the Website in any way that is unlawful, harmful, or that unreasonably interferes with its operation or with other users;
- attempt to gain unauthorised access to any system, account or data connected with the Website; or
- introduce malware or otherwise compromise the security or integrity of the Website.

We may suspend or restrict access where we reasonably consider that these Terms have been, or are likely to be, breached.

3. Intellectual Property

All Content is owned by us or our licensors and is protected by copyright, trade mark and other intellectual property rights. Access to the Website does not transfer any ownership or licence except the limited right to use the Website as described in Section 2.

Portfolio items may include work produced for clients. Display on the Website does not grant you any right in that work or in any client brand shown. Further details of ownership and attribution may appear in our Copyright Statement.

If you wish to use any Content beyond the limited right in Section 2, contact us at contact@vistaweb.ltd.

4. Contact Form and Communications

The contact form is provided so that businesses may make a genuine enquiry. You must ensure that information you submit is accurate and that you are authorised to send it.

We will use submitted details to consider and, where appropriate, respond to the enquiry, and otherwise as described in our Privacy Policy. We are not obliged to acknowledge or reply to every message.

You must not use the form to send spam, marketing to us that we have not requested, unlawful material, or abusive or harassing messages. We may ignore, block or report such submissions.



Submitting an enquiry does not create a contract for services. Any engagement is formed only if we and you execute our Master Services Agreement and the relevant service schedule.

5. Accuracy of Information

Content is provided for general information only. It is not legal, financial, technical or other professional advice and it is not an offer capable of acceptance.

We take reasonable care to keep Content accurate and current. We do not warrant that Content is complete, error-free or suitable for any particular purpose. Service descriptions, examples and portfolio pieces are illustrative. Actual scope, pricing and performance are agreed only in a signed contract.

You should make your own independent assessment before relying on anything on the Website. We are not responsible for decisions taken solely on the basis of Website Content.

6. Third-Party Links

The Website may contain links to third-party sites or resources. Those sites are outside our control. We are not responsible for their content, availability or privacy practices, and a link is not an endorsement. Use of third-party sites is at your own risk and subject to their terms.

7. Availability and Security

We will take reasonable steps to keep the Website available and reasonably secure. We do not guarantee uninterrupted access, freedom from errors or viruses, or that the Website will meet any particular requirement. You are responsible for using appropriate security software and for satisfying yourself that it is appropriate to access the Website from your systems.

8. Disclaimer of Warranties

To the fullest extent permitted by law, and subject always to section 10, the Website and Content are provided "as is" and "as available".

We exclude all implied warranties, conditions and terms, including those of satisfactory quality, fitness for a particular purpose and non-infringement, so far as it is reasonable to do so in a business-to-business contract for free access to an informational website.



9. Limitation of Liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited.

Subject to the paragraph above, we are not liable (whether in contract, tort including negligence, breach of statutory duty or otherwise) for:

- loss of profit, revenue, business, contract, goodwill or anticipated savings;
- loss or corruption of data;
- any indirect or consequential loss; or
- loss arising from your reliance on Content as if it were advice or a contractual specification,

in each case whether or not such loss was foreseeable.

Subject to the first paragraph of this section, our total aggregate liability arising out of or in connection with the Website or these Terms is limited to £500. That cap is intended to be reasonable under the Unfair Contract Terms Act 1977 having regard to the fact that access to the Website is free of charge, the Website is informational only, and paid work is contracted separately under our Master Services Agreement.

You agree that the exclusions and cap in this section are reasonable given the nature of the Website and the availability of a separately negotiated services contract.

10. Non-excludable Duties

These Terms do not affect any liability or duty that we are not permitted to exclude or restrict under the laws of England and Wales, including the Unfair Contract Terms Act 1977. Where a term would otherwise be unenforceable, it shall be modified to the minimum extent necessary to make it reasonable and enforceable.

11. Indemnity

You will indemnify us against reasonably incurred losses, damages, costs and expenses (including reasonable legal fees) arising directly from: (a) your misuse of the Website; (b) your breach of these Terms; or (c) any claim that material you submit through the contact form infringes a third party's rights or is unlawful.

The indemnity is limited to losses that arise as a reasonably foreseeable consequence of the relevant misuse, breach or claim. We will take reasonable steps to mitigate those losses and will notify you promptly of any claim of which we become aware.



12. Changes

We may update these Terms from time to time where it is reasonable to do so (including to reflect changes in law, the Website or our business). The current version will be published on the Website with a revised effective date.

Continued use of the Website after the updated Terms are published constitutes acceptance of the changes. If you do not agree, you should stop using the Website.

13. General

These Terms are the entire agreement between you and us in relation to use of the Website and supersede any prior representations about the Website. They do not govern any separately executed services contract.

If any provision is held invalid or unenforceable, the remaining provisions continue in full force. A failure to enforce a right is not a waiver of that right.

You may not assign your rights under these Terms. We may assign them to a successor of our business.

A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of them.

Nothing in these Terms creates a partnership, joint venture or employment relationship.

14. Governing Law and Jurisdiction

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or the Website, are governed by the law of England and Wales.

The courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim. You and we submit to that jurisdiction.

15. Contact

Questions about these Terms should be sent to contact@vistaweb.ltd, or in writing to Vista Web Ltd., 3 Castlegate, Grantham, Lincolnshire, NG31 6SF.



These Terms apply only to the public Website. They do not replace our Master Services Agreement, any service level agreement, non-disclosure agreement or data processing terms that may apply once we are engaged.