

## Terms of Use

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### 1. Intellectual Property Rights

- 1.1 All rights, including copyright and database right, in the Website and its contents, are owned by or licensed to Yazaki, or otherwise used by Yazaki as permitted by applicable law or the copyright holder.
- 1.2 Subject to this clause 1 and the other obligations upon you contained in these Terms, Yazaki grants and you accept a non-exclusive, non-transferable licence to access and use the Website for the purpose of your own personal use and/ or your own internal business purposes.
- 1.3 By uploading, emailing, posting, publishing or otherwise transmitting content to the Website or submitting any content to Yazaki, you automatically grant (or warrant that the owner of such rights has expressly granted) Yazaki a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute such content in any form, medium, or technology now known or later developed. In addition, you warrant that all so-called moral rights in the content have been waived.
- 1.4 Yazaki reserves the right to revoke your licence to use this Website at any time, and any such use shall be discontinued immediately upon written notice from Yazaki.

### 2. Restrictions Upon Copying

- 2.1 You may not copy, reproduce, republish, download, post, broadcast or transmit any text, images, graphic, logo, button, icon, image and their selection and arrangement thereof, and any underlying source code and software, for any commercial or public purpose without prior written permission from Yazaki or the copyright holder.
- 2.2 You may not adapt, alter or create any of the material or information in this Website or use it for any other purpose other than for your personal non-commercial use. You agree to use this Website only for lawful purposes.

### 3. Disclaimer

- 3.1 Yazaki uses reasonable efforts to ensure that information on this Website is accurate, complete and up-to-date. In using this Website, you agree to be bound by these Terms which take effect on the date when you first use the Website.
- 3.2 Without prejudice to your statutory rights, the Website and all information, text, names, images, pictures, logos, links and icons and other materials (without limitation) are provided "as is" and on an "as available" basis without representation warranty or endorsement, express or implied. In particular, Yazaki does not warrant or represent the accuracy or completeness of information provided on this Website nor does Yazaki guarantee that use of this Website will be uninterrupted or error-free, or that the Website and its servers are free of computer viruses or bugs.
- 3.3 In no event will Yazaki be liable to any person for any damage or loss that may arise from the use of any information contained on this Website or products displayed on this Website, including, without limitation, indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with the use of the Website.

3.4 Notwithstanding anything else in these Terms, Yazaki will not be liable for claims relating to the functionality or availability of this Website.

#### **4. Updating Website Information**

4.1 Website information (including without limitation database information, these Terms and the Yazaki Data Protection Statement) may be updated, supplemented or replaced at any time and you are required to read the current information each time you access the Website. Yazaki may at any time, without prior notice, block the Website in whole or part or change the content.

#### **5. Trademarks**

5.1 All names, images, logos identifying Yazaki are proprietary marks of Yazaki or any other company associated with Yazaki. All third party brand, product, service and company names contained on this Website are the trademarks, service marks and trade names of their respective holders. Yazaki does not give permission for their use by any person other than the holders. Any such use may constitute an infringement of the holders' rights.

#### **6. Linking**

6.1 No links to this Website may be used without Yazaki's written permission. If you wish to provide a link to the Website please email your request to [info@yazaki-airconditioning.com](mailto:info@yazaki-airconditioning.com) or [info@yazaki-europe.com](mailto:info@yazaki-europe.com) with full details.

6.2 Yazaki reserves all rights in respect of links including without limitation the right to determine the size and positioning of the link and that any link is to the Website homepage.

6.3 Links from the Website are provided for your convenience only and do not represent Yazaki's endorsement of or affiliation with the linked Website. You access any such links entirely at your risk.

#### **7. Limitation of Offer**

7.1 Yazaki makes no offer to supply any goods and/ or services through the Website.

7.2 Any request for goods or services made by you is subject to express acceptance by Yazaki or any other company associated with Yazaki in accordance with applicable terms.

#### **8. Data Protection**

8.1 Information provided to Yazaki is used in accordance with applicable data protection legislation and the Yazaki's [Data Protection Statement](#).

#### **9. Monitoring**

9.1 Yazaki, its affiliates and agents are entitled, but not obliged, to review or retain your communications while you are visiting the Website. Yazaki may monitor your communications to evaluate the quality of service you receive, the security of the service, or for other reasons. You agree that Yazaki's monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Yazaki monitors your communications. In no event will Yazaki be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of Yazaki's monitoring activities.

#### **10. General**

10.1 If any provision of these Terms is held to be void or unenforceable in whole or in part, the Terms shall continue to be valid as to all other provisions and the remainder of the affected provision.

10.2 The Website services are provided from England, irrespective of your location.

10.3 None of the provisions of these Terms are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not a user of this Website.

10.4 These Terms shall be governed by and construed in accordance with the law of England and Wales and each party to these Terms submits to the exclusive jurisdiction of the English courts.

## **11. Enquiries**

11.1 For general enquiries or if you experience problems with the Website or have any comments please e-mail to [info@yazaki-airconditioning.com](mailto:info@yazaki-airconditioning.com). or [info@yazaki-europe.com](mailto:info@yazaki-europe.com) .