

Terms of Service

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A. Prohibited Uses

You may use Our Website only for lawful purposes. You may not use Our Website:

- In any way that breaches any applicable local, national or international law or regulation
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- For the purpose of harming or attempting to harm minors in any way
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
- 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 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 Our Website, the server on which Our Website is stored or any server, computer or database connected to Our Website. You must not attack Our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, 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 Our Website will cease immediately.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of Our Website in contravention of the provisions of our Terms of Service
- Not to access without authority, interfere with, damage or disrupt:
 - i. any part of Our Website;
 - ii. any equipment or network on which Our Website is stored;
 - iii. any software used in the provision of Our Website; or
 - iv. any equipment or network or software owned or used by any third party

B. Interactive Services

We may from time to time provide interactive services on Our Website, including, without limitation

Blogs

Partner Feedback / Reviews

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do Our best to assess any possible risks for Users (and in particular, for children) from third parties when they use any interactive service provided on Our Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on Our Website, and We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a User in contravention of Our content standards, whether the service is moderated or not.

The use of any of Our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, We will normally provide You with a means of contacting the moderator, should a concern or difficulty arise.

C. Content Standards

We do not guarantee that Our Website will be secure or free from bugs or viruses.

These content standards apply to any and all material which You upload and/or contribute to Our Website (contributions), and to any interactive services associated with it. Any content You upload to Our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

We also have the right to disclose Your identity to any third party who is claiming that any content posted or uploaded by You to Our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts)
- Be genuinely held (where they state opinions)
- Comply with applicable law in the UK and in any country from which they are posted

Contributions must not:

- Contain any material which is defamatory of any person
- Contain any material which is obscene, offensive, hateful or inflammatory
- Promote sexually explicit material
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- Infringe any copyright, database right or trade mark of any other person
- Be likely to deceive any person
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- Promote any illegal activity
- Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- Be likely to harass, upset, embarrass, alarm or annoy any other person
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person
- Give the impression that they emanate from us, if this is not the case
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse

D. Suspension and Termination

We will determine, in Our discretion, whether there has been a breach of the Terms of Service through Your use of Our Website. When a breach of the Terms of Service has occurred, We may take such action as We deem appropriate.

Failure to comply with the Terms of Service constitutes a material breach of the terms of our Terms and Conditions upon which You are permitted to use Our Website, and may result in Our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of Your right to use Our Website
- Immediate, temporary or permanent removal of any posting or material uploaded by You to Our Website
- Issue of a warning to You
- Legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- Further legal action against You
- Disclosure of such information to law enforcement authorities as We reasonably feel is necessary

We exclude liability for actions taken in response to breaches of the Terms of Service. The responses described in this policy are not limited, and We may take any other action We reasonably deem appropriate

E. Linking to our Website

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.

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.

Our Website must not be framed on any other site where prior written agreement does not exist.

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 this policy.

If you wish to make any use of content on Our Website other than that set out above, please contact hello@surveyorsnearme.com.

F. Cookies Policy

We use cookies on Our Website. By using Our Website, You consent to the use of cookies.

Our Cookies Policy explains what cookies are, how We use cookies, how third-parties We may partner with may use cookies on Our Website, Your choices regarding cookies and further information about cookies.

What are cookies

Cookies are small pieces of text sent to Your web browser by a website You visit. A cookie file is stored in Your web browser and allows Our Website or a third-party to recognise You and make Your next visit easier and Our Website more useful to You.

Cookies can be "persistent" or "session" cookies.

How We use cookies

When You use and access Our Website, We may place a number of cookies files in Your web browser.

We use cookies for the following purposes: to enable certain functions of Our Website, to provide analytics, to store Your preferences, to enable advertisements delivery, including behavioural advertising.

We use both session and persistent cookies on Our Website and We use different types of cookies to run Our Website:

- Essential cookies. We may use essential cookies to authenticate Users and prevent fraudulent use of User accounts.

Third-party cookies

In addition to Our own cookies, We may also use various third-parties cookies to report usage statistics of Our Website, deliver advertisements on and through Our Website, and so on.

What are your choices regarding cookies

If You would like to delete cookies or instruct Your web browser to delete or refuse cookies, please visit the help pages of Your web browser.

Please note, however, that if You delete cookies or refuse to accept them, You might not be able to use all of the features We offer, You may not be able to store Your preferences, and some of Our pages might not display properly.

Where can You find more information about cookies

You can learn more about cookies on the following third-party websites:

- AllAboutCookies: <http://www.allaboutcookies.org/>
- Network Advertising Initiative: <http://www.networkadvertising.org/>

G. Changes to the Terms of Service

We may revise the Terms of Service at any time by amending this page. You are expected to check this page from time to time to take notice of any changes We make, as they are legally binding on You. Some of the provisions contained in the Terms of Service may also be superseded by provisions or notices published elsewhere on Our Website.