



**Disclaimer
Copyright Notice
Terms and Conditions**

Please read carefully

1. Introduction

1.1 These terms and conditions ("the Terms") govern your use of this BARKLAND website ("the Website"). By accessing the Website you are agreeing to the Terms. Please read through the Terms. If you do not agree with the Terms, do not use this Website. If you do use the Website, your conduct indicates that you agree to be bound by the Terms.

1.2 BARKLAND reserves the right to suspend or terminate your access and use of the Website. It may exercise this right without notice.

2. Use

2.1 All material on the Website and unless otherwise specified belongs to BARKLAND, its group companies or licensors.

2.2 Except as stated in the paragraph 2.3 below, the contents of this Website may not be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without the prior express written permission of BARKLAND. You may not distribute, display or copy any of the contents of the pages contained in this Website to third parties including, but not limited to, "caching" any material on this Website for access by third parties and "mirroring" any material on this Website.

2.3 You may print or download to disk the contents of an individual page of this Website for the purpose of private and personal non-commercial use. You may make an electronically stored, transient copy of the content of this Website for the purpose of viewing it while connected to the Internet only, however, you may only make one such copy of any content.

2.4 You may not do any of the following without the written permission of BARKLAND:

2.4.1 remove the copyright or trade mark notice from any copies of content under these Terms;

2.4.2 create a database in electronic or structured manual form by systematically downloading and storing any content.

2.5 If you are asked to register on any area of the Website, on registration you must provide BARKLAND with accurate, complete registration information and it is your responsibility to inform BARKLAND of any changes to that information (including in particular your email address) by emailing helpdesk@BARKLAND.com.

2.6 If on registration (or on amendment of your registration details) you provide BARKLAND with an email address that will result in any emails BARKLAND may send you being sent to you via a computer network operated by or on behalf of your employer or educational establishment (or similar) then you are warranting that you are entitled to receive emails at that address. You also agree that BARKLAND may stop sending any emails to such address without notifying you, even if you have subscribed to receive them or any other service, if we receive a request from your employer or educational establishment (or

otherwise) to stop sending emails to that address.

2.7 BARKLAND may give you the option to subscribe to different services. Your use of the content received through any service will be subject to these Terms. We will let you know if you will be subject to any further terms and conditions by posting a notice on our website or e-mailing a notice to you, and you accept it is your responsibility to check such notices.

3. Software

3.0 Copyright in any software that is made available for download from the Website ("Software") belongs to BARKLAND or its suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software. Do not install or use any Software unless you agree to such licence agreement.

3.1 BARKLAND may from time to time give you the option to modify your browser. In that event, a dialogue box will be shown on your screen requiring your authorisation for the modification to proceed. By clicking the "Acceptance" button (or equivalent) on the dialogue box, you will allow BARKLAND to modify your browser to enable you to view the service on your screen at the same time as you work on other applications].

4. Limitation of BARKLAND's liability

4.1 The information contained in the material in this Website is only for general information purposes and is not intended to address your particular requirements. BARKLAND, by permitting the use of this Website, does not hold itself out as providing any legal, financial or other advice.

4.2 BARKLAND does not give any advice, make any recommendation or endorsement as to any product, advisor or other service. No information or otherwise on this Website constitutes an invitation to invest in services and you should not make (or decide not to make) any decisions on what you see in or via this Website.

4.3 BARKLAND does not give any warranties (whether express or implied) in respect of the Website content, Software or services available through the Website (collectively "Website Services"). BARKLAND hereby disclaims all warranties, conditions or duties of every nature whatsoever (except any duties of good faith), including without limitation, any implied warranties of merchantability or of fitness for a particular purpose, any express or statutory warranties, and any warranties or duties regarding accuracy, completeness, time performance, lack of negligence or of workmanlike effort. Also BARKLAND makes no warranty that the Website Services are Year 2000 compliant or free from infection by viruses or anything else that has contaminating or destructive properties.

4.4 To the full extent allowed by applicable law, you agree that BARKLAND will not be liable to you and/or any third party for any consequential or incidental damages (including but not limited to lost profits, loss of privacy or for failure to meet any duty including but not limited to any duty of good faith, lack of negligence or of workmanlike effort) or for any other indirect, special or punitive damages whatsoever that arise out of or are related to the Website Services.

4.5 The Website contains links to other World Wide Web sites and may contain links to WAP sites provided by independent third parties ("Third Party Sites") either directly or through frames. BARKLAND is not responsible for the availability or content of Third Party Sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third Party Sites. BARKLAND provides links for your convenience only but does not necessarily endorse the material on these sites.

4.6 Notwithstanding the provisions of this clause 4, BARKLAND's liability will not be limited in the case of death or personal injury directly caused by BARKLAND's negligence.

4.7 Your statutory rights remain unaffected.

5. Changes to these Terms

BARKLAND reserves the right, at its discretion, to make changes to any part of the Website, including without limitation these Terms. If you use the Website after BARKLAND has published or notified you of

the changes, you are agreeing now to be bound by those changes. If you do not agree to be bound by those changes, you should not use the Website any further after they are published or after you receive notice of them.

6. General

6.1 You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

6.2 If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

6.3 Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

6.4 Headings in these Terms are for convenience only and will have no legal meaning or effect.

6.5 BARKLAND (UK) Ltd is a company registered in England and Wales under number 1221936

6.6 These Terms were published on 3rd November 2003.

6.7 These Terms include the Appendix.

7. Data Protection and Privacy

7.1 We will retain data about you which we obtain as a result of your visiting our website. We may use that information to provide you with details of products or services (whether provided by us or others) which we believe may interest you. We also may provide this data to other members of the BARKLAND group of companies (that is BARKLAND (UK) Ltd, any subsidiary or associated companies and any other companies in which BARKLAND (UK) Ltd has an interest) so that they may provide you with details of products or services they believe will be of interest to you. We will not provide your data to other third parties.

7.2 Any details which you provide to us from which we can identify you are held and processed in accordance with our Data Protection Registration Law governing the terms of use of this Website and these Terms shall be subject only to the laws of England and Wales which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licences and conditions of use.

8. Choice of law and jurisdiction

8.1 These Terms shall be governed by and construed in accordance with English law.

8.2 Subject to paragraph 8.4 below, the parties irrevocably submit to the Courts of England which shall have exclusive jurisdiction over any claims, disputes arising in relation to, out of or in connection with these Terms and/or the Website.

8.3 For the exclusive benefit of BARKLAND, BARKLAND shall retain the right to bring proceedings, as to the substance of the matter in the courts of the country of your residence or where these Terms are entered into in the course of your trade or profession, the country of your principal place of business.

8.4 No representation or warranty is made as to whether information available on this Website or the access to and use of this Website complies with the law and/or regulatory regime of countries other than England and it is your responsibility to ensure that any such legal or regulatory requirements are complied with in accessing this Website.