

Terms of Use

Last Updated: 5 October 2023

These Website Terms of Use apply to each website created by “**Big Hatch**” which consists of the following entities:

- Digital Factory (United States of America)

Websites under the ownership of Big Hatch include:

- <https://www.digitalfactory24.com>

1. By using any of our websites, what are you accepting?

By using any of our websites, you confirm that you accept our Website Terms of Use and that you agree to comply with them. If you do not agree to these Website Terms of Use, you must not use our websites.

You are also responsible for ensuring that all persons who access our websites through your internet connection are aware of these Website Terms of Use and other applicable terms and conditions, and that they comply with them.

2. What other terms apply to you?

Our Website Terms of Use apply along with our Privacy Notice and Cookies Notice. Our Privacy Notice sets out information on what, why and how we process your personal data. Our Cookies Notice sets out information about the cookies on our websites.

3. Can we make changes to these Website Terms of Use?

We amend our Website Terms of Use from time to time and the revised version will be effective at the time we post it, unless otherwise noted. Every time you wish to use our websites, please check these Website Terms of Use to ensure you understand the terms that apply at that time. These Website Terms of Use were most recently updated on 5 October 2023.

4. Can we make changes to our websites?

We may update and change our websites from time to time to reflect changes to our services, our users' needs and our priorities or for any other reason that we believe necessary. We will, however, try and give you reasonable notice of any major changes that would impact your access to our websites.

5. Can we suspend or withdraw our websites?

We do not guarantee that our websites, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our websites for business and operational reasons.

6. Can we transfer this agreement to someone?

We may transfer our rights and obligations under these Website Terms of Use to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Website Terms of use.

7. Can you use material on our websites?

We are the owner or the licensee of all intellectual property rights in our websites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our websites for you to draw the attention of others within your organisation to content posted on our websites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status as the authors of content on our websites must always be acknowledged.

You must not use any part of the content on our websites for commercial purposes without obtaining a licence to do so from us. You must not scrape, harvest or collect data from our websites, including but not limited to, user profiles, contact details, or any other data, without written consent from us.

If you print off, copy or download any part of our websites in breach of these Website Terms of Use, your right to use our websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. Can you rely on information on our websites?

The content on our websites is provided for information purposes only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice from us (or a third party) which is personalised to you before taking, or refraining from, any action on the basis of the content on our websites.

Although we make reasonable efforts to update the information on our websites, we make no representations, warranties or guarantees, whether express or implied, that the content on our websites is accurate, complete or up to date.

9. What happens to your account details?

At times, we may or may not require you to have a password and provide registration details to access our websites or portions of our websites. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Website Terms of Use.

If you know or suspect that anyone other than you is aware of your user identification code or password, you must promptly notify us at dataprotection@digitalfactory24.com.

10. What happens to any content that you submit or upload to our websites?

Whenever we make use of a feature that allows you to submit or upload content to our websites, or to make contact with other users of our website, you must comply with these Website Terms of Use.

Any content you upload to our websites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a worldwide, royalty-free, perpetual, irrevocable, sub-licensable, non-exclusive right and license to translate, reproduce, sell, publish, distribute, modify, adapt, display, perform, promote, link to or use, in any form or media, any content that you submit to our websites or to us. 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 websites constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove any posting you make on our websites if, in our opinion, your post does not comply with our standards and these Website Terms of Use.

If you wish to contact us in relation to content you have uploaded to our websites and that we have taken down, please contact us on dataprotection@digitalfactory24.com.

11. Are we responsible for any websites that we link to?

Where our websites contain links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources.

12. What are the rules about linking to our websites?

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take unfair advantage of it (commercially or otherwise).

You must ensure that if anyone clicks on the weblink that you provide to our websites, that it opens up to our websites in a new page and not within a frame on your own website.

We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our websites other than that set out above, please contact us at dataprotection@digitalfactory24.com.

13. How will we use your personal data?

We will only use your personal data as set out in our Privacy Notice which can be found here [Privacy Notice](#).

14. Are our websites completely secure?

We do not guarantee that our websites will be secure or free from bugs or viruses. You are responsible for configuring your information technology to access our websites. You should use your own virus protection software.

15. What will happen if you introduce bugs or viruses to our websites?

You must not misuse our websites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our websites, the server on which our websites are stored, or any server, computer or database connected to our websites. You must not attack our websites via a denial-of-service attack or a distributed denial-of service attack. 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 websites will cease immediately.

16. What is our responsibility for loss or damage suffered by you when using our website?

We exclude all implied conditions, warranties, representations or other terms that may apply to our websites or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our websites; or use of, or, reliance on any content displayed on our websites. In particular, we will not be liable for loss of profits, sales, business or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

You agree to compensate us for any loss that we suffer as a result of your failure to comply with these Website Terms of Use.

17. What is the governing law and jurisdiction which applies?

These Website Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England & Wales.

18. How can you contact us?

If you have any questions or concerns, you may contact us on dataprotection@digitalfactory24.com.