

# 1. Content Policy

This content policy sets out the terms between you and us under which you may access our website <https://www.morgansmachinery.co.uk> and any sub-domain(s) of those sites (unless expressly excluded by such sub-domain's own terms and conditions and/or our mobile applications (any of these and/or all will be referred to throughout this document as "our site"). This content policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this content policy, which supplement our terms of website use.

## Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any relevant national or international law or regulation;
- In any way that is unlawful or fraudulent;
- 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 set out in paragraph 4 below;
- 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 also agree:

- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## 2. Content Standards

These content standards apply to any and all material which you contribute to our site and to any interactive services associated with it.

Contributions to the website must:

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

### **3. Interactive Services**

We may from time to time provide interactive services on our site.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered.

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 site, 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 site, 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 fool-proof.

### **4. Suspension and Termination**

We will determine, at our discretion, whether there has been a breach of this content policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this content policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following non-exhaustive actions:

- Immediate, temporary or permanent withdrawal of your right to use our site;
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all loss, damage and expenses caused by the breach on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you; and
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

To the extent permitted by law, we exclude liability for actions taken in response to breaches of this content policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **5. Changes to the Content Policy**

We may revise this content policy 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 this content policy may also be superseded by provisions or notices published elsewhere on our site.