

DIVINE-CREATIONS.COM WEBSITE DISCLAIMER

BACKGROUND:

This agreement applies as between you, the User of this Web Site and Divine-Creations.Com Limited (“Divine Creations”), the owner(s) of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“Divine Creations”	means Divine-Creations.Com Ltd, Units 21 & 23, Plumpton House, Plumpton Rd, Hoddesdon, Herts, EN11 0LB, Registered Company No. 5538834;
“Service”	means collectively any online facilities, tools, services or information that Divine Creations makes available through the Web Site either now or in the future;
“System”	means any online communications infrastructure that Divine Creations makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Web Site and is not employed by Divine Creations and acting in the course of their employment; and
“Web Site”	means the website that you are currently using (www.divine-creations.com) and any sub-domains of this site (e.g. subdomain.divine-creations.com) unless expressly excluded by their own terms and conditions.

2. Intellectual Property

All Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Divine Creations, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Divine Creations.

3. Links to Other Web Sites

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Divine Creations or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of

them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

4. Privacy

Use of the Web Site is also governed by our [Privacy Policy](#) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

5. Disclaimers

5.1 Divine Creations makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.

5.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

6. Availability of the Web Site

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Divine Creations accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

7. Limitation of Liability

7.1 To the maximum extent permitted by law, Divine Creations accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

7.2 Nothing in these terms and conditions excludes or restricts Divine Creations's liability for death or personal injury resulting from any negligence or fraud on the part of Divine Creations.

7.3 Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

8. Law and Jurisdiction

These terms and conditions and the relationship between you and Divine Creations shall be governed by and construed in accordance with the Law of England and Wales and Divine Creations and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.