
TERMS OF USE

By Using Our Site You Accept These Terms of Use

Please read these Terms of Use carefully and ensure that you understand them before using Our Site. These Terms of Use, together with any other documents referred to herein (unless otherwise stated), set out the terms of use governing your use of this website, www.mtbmonster.com ("Our Site"). It is recommended that you print a copy of these Terms of Use for your future reference.

These Terms of Use were last updated on 17/04/2023.

Your agreement to comply with these Terms of Use is indicated by your use of Our Site. If you do not agree to these Terms of Use, you must stop using Our Site immediately. You will also be required to accept these Terms of Use if you sign up for an Account.

The following documents may also apply to your use of Our Site:

- Our Privacy Statement, available at <https://mtbmonster.com/terms-and-conditions/#:~:text=PRIVACY%20STATEMENT,Protection%20Act%201998>. This is also referred to below in Parts 3, 7, and 17.
- If you purchase goods from Us, Our Terms of Sale, available at <https://mtbmonster.com/terms-and-conditions/> will apply to the sale. These terms are also referred to below in Parts 13 and 14.

1. Definitions and Interpretation

1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required to access certain features on Our Site, as set out in Part 7;
“Contact Tools”	means any online communications facility that We make available on Our Site enabling you to contact Us including, but not limited to, contact forms and live chat;
“Content”	means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
“User”	means a user of Our Site;
“User Content”	means all information and comments, shared by Users on Our Site; and
“We/Us/Our”	means MTB Monster Limited.

2. Information About Us

2.1 Our Site is operated by MTB Monster Limited. We are a limited company registered in England and Wales under company number 10667581. Our registered address and Main Trading address is Unit 4A-5 Fairfield Business

Park, Longsight Road, Blackburn, Lancashire, BB2 7JA.

2.2 Our VAT number is 151901924.

3. **How to Contact Us [and Your Use of Our Contact Tools]**

3.1 To contact Us by telephone, please call Us on 01254 814238.

3.2 We provide the following Contact Tools for you to contact Us:

- Online Web Form, which can be found here <https://mtbmonster.com/contact-us/>

3.3 When using Our Contact Tools or contacting Us by any other means the following rules apply, and you must not communicate, submit, or otherwise do anything that:

- a) is sexually explicit;
- b) in any way sexualises minors (including, but not limited to, child sexual abuse material);
- c) is obscene, deliberately offensive, hateful, or otherwise inflammatory;
- d) promotes violence;
- e) promotes, encourages, incites, or supports acts of terrorism;
- f) promotes or assists in any form of unlawful activity;
- g) is defamatory of another person;
- h) bullies, insults, intimidates, or humiliates another person;
- i) discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;
- j) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- k) is calculated or otherwise likely to deceive;
- l) is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal information in a way that you do not have a right to;
- m) misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- n) implies any form of affiliation with Us or any other party where there is none;
- o) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, designs, patents, trade marks, and database rights) belonging to Us or any other party;
- p) is in breach of any legal duty owed to another party including, but not limited to, contractual duties and duties of confidence.

3.4 We may monitor any and all communications made using Our Contact Tools.

3.5 Any personal information sent to Us, whether via Our Contact Tools or otherwise (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with your rights and Our obligations under data protection law, as set out in Our Privacy Statement, available from

<https://mtbmonster.com/terms-and-conditions/#:~:text=PRIVACY%20STATEMENT,Protection%20Act%201998>.

4. **Access to Our Site**

- 4.1 Access to Our Site is free of charge.
- 4.2 It is your responsibility to make the arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is provided on an “as is” and on an “as available” basis. We may suspend or discontinue Our Site (or any part of it) at any time. We do not guarantee that Our Site will always be available or that access to it will be uninterrupted.

5. **Changes to Our Site**

We may alter and update Our Site (or any part of it) at any time.

6. **Changes to these Terms of Use**

- 6.1 We may alter these Terms of Use at any time. If We do so, details of the changes will be highlighted at the top of this page. Any changes made to these Terms of Use will apply to your use of Our Site the first time you use it after the changes have been implemented. You are advised to check this page every time you use Our Site.
- 6.2 If any part of the current version of these Terms of Use conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

7. **Accounts**

- 7.1 Certain features on Our Site, including the ability to purchase goods from Us, may require an Account.
- 7.2 Only Users aged 16 or over may create an Account. If you are under the age of 16 and wish to use the features on Our Site that require an Account, your parent or guardian must create the Account for you and you may only use the Account with their supervision.
- 7.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes, it is your responsibility to ensure that your Account is kept up to date.
- 7.4 We recommend that you choose a strong password for your Account, consisting of a combination of upper and lowercase letters, numbers and symbols.
- 7.5 It is your responsibility to keep your Account details safe. If you believe your Account is being used by someone else without your permission, please change your password immediately by the reset password method linked to your email address which was used to create your account.
- 7.6 You must not use another person’s Account without their permission.
- 7.7 All personal information provided by you in your Account will be collected, used, and held in accordance with your rights and Our obligations under data

protection law, as set out in Our Privacy Statement, available from <https://mtbmonster.com/terms-and-conditions/#:~:text=PRIVACY%20STATEMENT,Protection%20Act%201998>.

- 7.8 If you wish to delete your Account, you may do so at any time. If you delete your Account, you will no longer have access to the features on Our Site requiring an Account. Deleting your Account will result in the removal of your information from Our Site. For further details about the retention and deletion of personal data, please refer to Our Privacy Statement.
- 7.9 We may disable your Account if, in Our reasonable opinion, you have breached these Terms of Use (including, but not limited to, Our Acceptable Usage Policy).

8. **How You May Use Our Site and Content (Intellectual Property)**

- 8.1 With the exception of User Content (please refer to Part 10), all Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 8.2 Users retain the ownership of the copyright and all other intellectual property rights in their User Content (with the exception of any part of any User Content which is owned by a third party, in which case, Users must obtain express permission for such material to be used in the User Content). For information on the use of User Content, please refer to Part 10.
- 8.3 You may access, view, and use Our Site in a web browser (including any web browsing capability built into other types of software or app) and you may download Our Site (or any part of it) for caching (this usually occurs automatically).
- 8.4 You may print one copy and download extracts of any page(s) from Our Site for personal use only.
- 8.5 You may not otherwise modify the printed copies, downloaded extracts, or downloaded or saved Content in any way. Images, video, audio, or any other Content downloaded from Our Site must not be used separately from accompanying text.
- 8.6 You may not use any Content (including User Content) from Our Site for commercial purposes without first obtaining a licence from Us, Our licensors, or the relevant User, as applicable. This does not prevent the normal access, viewing, and use of Our Site for general information purposes by business users or consumers.
- 8.7 Our status as the owner and author of the Content on Our Site (or that of identified licensors or Users, as applicable) must always be acknowledged.

9. **User Content**

- 9.1 User Content on Our Site includes Reviews, Comments, Testimonials and any other text or graphic submitted by the user.
- 9.2 An Account is required for the submission of User Content to Our Site.

- 9.3 All User Content and communications with other Users on Our Site must comply with the content standards set out in Our Acceptable Usage Policy.
- 9.4 You warrant that you will comply with Part 10.3 and the content standards referred to. You will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of your warranty. You will be responsible for any loss or damage suffered by Us as a result of such a breach.
- 9.5 We are not responsible for any loss of User Content submitted to Our Site. It is your sole responsibility to secure and backup your User Content.
- 9.6 All User Content is considered non-confidential and non-proprietary.
- 9.7 We may reject, reclassify, or remove any User Content from Our Site where, in Our sole opinion, it violates Our Acceptable Usage Policy.
- 9.8 We have the right to disclose your identity to a third party if that third party claims that any User Content submitted by you infringes their intellectual property rights (including, but not limited to, copyright) or their right to privacy.
- 9.9 User Content is not approved or verified by Us before it is displayed on Our Site. The opinions, views, and values expressed in User Content on Our Site are those of the relevant Users and do not represent Our opinions, views, or values.
- 9.10 We do not store any terrorist content.
- 9.11 If you wish to make a complaint about any User Content, please contact Us using the details provided above in Part 3.
- 9.12 If you wish to remove User Content, you may do so by requesting so from Paul Hoyle, Managing Director, paul.mtbmonster@gmail.com. Please note that caching or references to your User Content may not be made unavailable immediately and may not be made unavailable where they are outside of Our reasonable control.
- 9.13 User Content on Our Site and the copyright and other intellectual property rights in that User Content, unless specifically labelled otherwise, belongs to or has been licensed by the User identified along with that User Content. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 9.14 You (or your licensors, as appropriate) retain the ownership of your User Content and all associated intellectual property rights. When you submit User Content to Our Site, you grant Us an unconditional, non-exclusive, fully transferrable, royalty free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform, and sub-licence your User Content to the extent necessary to operate Our Site.
- 9.15 In addition to the licence granted to Us under Part 10.14, by submitting User Content to Our Site, Users grant each other the right to copy and quote their User Content within Our Site for the purpose(s) of reviews, recommendations or communication.

10. **Links to Our Site**

- 10.1 You may only link to the homepage of Our Site, <https://mtbmonster.com/>. Linking to other pages on Our Site requires Our express written permission.
- 10.2 Links to Our Site must be fair and lawful. You must not take unfair advantage

of Our reputation or attempt to damage Our reputation.

- 10.3 You must not link to Our Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).
- 10.4 Your link should not use any logos or trade marks displayed on Our Site without Our express written permission.
- 10.5 You must not frame or embed Our Site on another website without Our express written permission.
- 10.6 You may not link to Our Site from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.

11. **Links to Other Sites**

- 11.1 Links to other websites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.
- 11.2 The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

12. **Disclaimers**

- 12.1 Nothing on Our Site constitutes professional advice on which you should rely. It is provided for general information purposes only
- 12.2 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up to date, but to the extent permitted by law, We make no warranties, representations, or guarantees (express or implied) that this will always be the case. Please note that this does not apply to information concerning goods for sale through Our Site. Please refer to Our Terms of Sale, available at for more information.
- 12.3 If you are a business user, We exclude all implied representations, warranties, conditions, and other terms that may apply to Our Site and Content.

13. **Our Liability**

- 13.1 The provisions of this Part 14 apply only to the use of Our Site and not to the sale of goods. The sale of goods is governed by Our Terms of Sale, available at <https://mtbmonster.com/terms-and-conditions/>.
- 13.2 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.
- 13.3 If you are a business user (i.e. you are using Our Site in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty,

or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site.

- 13.4 If you are a business user, We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 13.5 If you are a consumer, you agree that We shall have no liability to you for any business losses as set out above.
- 13.6 If you are a consumer and Our Content (digital content) from Our Site (that is not User Content) damages other digital content or a device belonging to you, where that damage is caused by Our failure to use reasonable skill and care, We will either compensate you or repair the damage.

14. **Viruses, Malware, and Security**

- 14.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee that this is the case.
- 14.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.
- 14.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 14.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 14.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 14.6 By breaching the provisions of Parts 15.3 to 15.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

15. **Acceptable Usage of Our Site**

- 15.1 In addition to these Terms of Use, Our Acceptable Usage Policy, available upon request by calling 01254 814238, applies to your use of Our Site.
- 15.2 You may only use Our Site in a lawful manner:
 - a) You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
 - b) You must not use Our site in any way, or for any purpose, that is unlawful or fraudulent; and
 - c) You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.

- 15.3 If you fail to comply with the provisions of this Part 16 and/or Our Acceptable Usage Policy, you will be in breach of these Terms of Use. We may take one or more of the following actions in response:
- a) Suspend or terminate your right to use Our Site;
 - b) Issue you with a written warning;
 - c) Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - d) Take further legal action against you, as appropriate;
 - e) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - f) Any other actions which We deem reasonably appropriate (and lawful).
- 15.4 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 16.3) in response to your breach.

16. **How We Use Your Personal Information**

We will only use your personal information as set out in Our Privacy Statement, available from <https://mtbmonster.com/terms-and-conditions/#:~:text=PRIVACY%20STATEMENT,Protection%20Act%201998>.

17. **Communications from Us**

- 17.1 If We have your contact details and/or if you have an Account, We may send you important notices by email from time to time. Such notices may relate to matters including, but not limited to, changes to Our Site or to these Terms of Use, or to your Account.
- 17.2 We will not send you marketing emails without your express consent. If you do consent to marketing, you may opt out at any time. All marketing emails from Us include an unsubscribe link. If you opt out of emails from Us, it may take up to 28 days for your request to take effect and you may continue to receive emails during that time.
- 17.3 For questions or complaints about communications from Us, please contact Us using the details above in Part 3.

18. **What Happens if We Transfer this Agreement to Another Party**

We may transfer (assign) Our obligations and rights under these Terms of Use to a third party (this may happen, for example, if We sell Our business). If this Occurs, We will inform you in writing. Your rights under these Terms of Use will not be affected and Our obligations under these Terms of Use will be transferred to the third party who will remain bound by them.

19. **Law and Jurisdiction**

- 19.1 These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

- 19.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Part 20.1 takes away from or reduces your legal rights as a consumer.
- 19.3 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms of Use or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 19.4 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms of Use or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.