



ACG WEBSITE CONDITIONS OF USE

These terms and conditions apply to your use of the website located at www.a-cg.org ('the ACG Site'). The ACG Site is owned and operated by the Anti-Counterfeiting Group (registered number 1984849) whose registered office is at 3 Manor Courtyard, Hughenden Avenue, High Wycombe, Bucks HP13 5RE.

By using the ACG Site you agree to be bound by the terms and conditions set out below. If you do not wish to be bound by these terms and conditions you should cease using the ACG Site immediately.

1. Definitions

'user information' means the personal details which may be provided by you to us via the ACG Site;

'user(s)' means the users of the ACG Site collectively and/or individually as the context admits;

'we/us/our' means the Anti-Counterfeiting Group (ACG);

'you/your' means you, the user.

2. Acceptable use of the ACG Site

You agree to use the ACG Site only for lawful purposes and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of the ACG Site by any third party (including intellectual property rights, rights of confidentiality or privacy). As such, you must not:-

(a) copy, download, reproduce, republish, broadcast or transmit, in any manner whatsoever, any material on the ACG Site except as is reasonably necessary for your own personal, non-commercial use;

(b) send any materials which contain viruses, worms or any other destructive elements.

3. Intellectual Property

3.1. All copyright, trade marks and other intellectual property rights in all material or content supplied as part of the ACG Site shall remain at all times vested in us or our licensors.

3.2 You are permitted to use this material or content only as expressly authorised in writing by us or our licensors and may not agree nor assist or facilitate any third party to copy, reproduce, transmit, distribute, commercially exploit or create derivative works of such material or content.

4. Links to third party websites

From time to time, the ACG Site may contain links to third party websites. You acknowledge and agree that:-

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Registered Office: 3 Manor Courtyard, Hughenden Avenue, High Wycombe, Bucks HP13 5RE
Registered in England No 1984849 VAT Registration No GB 434 5353 59



- (a) we are not responsible for the availability of such third party websites;
- (b) the content of such third party websites is beyond our control;
- (c) we neither endorse, make any representations nor accept any liability (whether direct or indirect) for such third party websites or their content, products or services offered at those websites, or by their sponsoring companies.

5. Privacy

Please see our [Privacy Policy](#).

6. Liability

6.1. The ACG Site is provided to you “as is” and on an “is available” basis. To the fullest extent permitted by law, no warranty or representation, express or implied, is given concerning the information provided on the ACG Site, and we specifically disclaim any implied warranties of title, description, satisfactory quality, or fitness for particular purpose.

6.2. While we have taken all reasonable steps to secure the information in our password protected areas, we accept no liability for access, dissemination or copying outside these areas, or for any unauthorised use or disclosure, of any such information, whether by members or by third parties.

6.3. Furthermore, while virus protection is in place, we cannot guarantee that this website and its contents are virus free. ACG does not, therefore, accept any liability for any errors, omissions, interceptions or corrupted data arising from use of this website, or for any virus that it may contain..

6.4. Please note that the information provided on the ACG Site may be out of date, may be changed or updated without notice, and may not be available at all times due to the nature of the internet, and consequently we shall not be liable to you for any error, omission or failure to update such information, or in relation to the availability of such information.

6.5. Further, we accept no liability for any direct or consequential loss or damage arising from any use of the ACG Site, including without limitation any loss of profits, business interruption, loss of programmes or other data on information handling systems or otherwise.

6.6. For the avoidance of doubt, we do not limit our liability for death or personal injury to the extent only that it arises as a result of our negligence, or the negligence of our directors, employees or other representatives.

7. Indemnity

You agree to indemnify us and our officers, directors and employees, immediately on demand, against all claims, liability, costs and expenses, including legal fees arising out of any breach of your obligations in these terms and conditions.

8. General

8.1. We reserve the right to change these terms and conditions at any time by posting changes on line and it is your responsibility to refer to and comply with these terms on accessing and re-accessing the ACG Site. Your continued use of the ACG Site after changes are posted constitutes your acceptance of these terms and conditions as modified.

8.2. If there is any conflict between these terms and conditions and rules and/or specific terms appearing on the ACG Site relating to specific material, then the latter shall prevail.

8.3. If any of these terms and conditions could be determined as illegal, invalid or otherwise by reason of the laws of any state or country in which these terms and conditions are intended to be effective, then to the extent and within the jurisdiction in which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

8.4. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising herefrom shall be subject to the exclusive jurisdiction of the courts of England and Wales.

8.5. We shall have the right immediately to terminate your use of the ACG Site if we determine in our sole discretion that you have breached these terms and conditions or otherwise been engaged in conduct which we determine acting reasonably to be unacceptable.

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