



TERMS OF USE

About our Terms

- 1.1 These terms (the **Terms**) explain how you may use this website (the **Site**). You should read these Terms carefully before using the Site.
- 1.2 **“We”, “us” or “our”** means Elite Mobile Limited, company registration number 02987598, with VAT registration number 652366923 and the registered office of which is at Wembley Stadium Industrial Estate, First Way, Wembley HA9 0TU. References to us in these Terms also includes our group companies from time to time.
- 1.3 **“You” or “your”** means the person accessing or using the Site or its Content.
- 1.4 References in these Terms to the Site includes www.elitemobile.com and all associated web pages.
- 1.5 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.6 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.7 If you have a question or complaint about the Site, please email, call or write to us at: Elite Mobile Limited, Wembley Stadium Industrial Estate, First Way, Wembley HA9 0TU, Tel: 0208 799 8000, Email: sales@elitemobile.com.

2 Using the Site

- 2.1 The content of the Site is for your general information and use only. It is subject to change without notice.
- 2.2 You agree that you are solely responsible for:
 - 2.2.1 all costs and expenses you may incur in relation to your use of the Site; and
 - 2.2.2 keeping your password and other account details confidential.
- 2.3 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- 2.4 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3 Privacy Policy

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.2 The Site uses cookies in line with our cookie policy, which explain how we use cookies and similar technologies.
- 3.3 Our privacy policy is available at <https://www.elitemobile.com/pdf/PrivacyPolicy.pdf>.

4 Ownership, use and intellectual property rights

- 4.1 This Site and all intellectual property rights in it including but not limited to any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site (the **Content**) are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms.
- 4.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the

Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

- 4.3 Trade marks: Elite, Elite Mobile and the Elite logo are our trademarks and other trade marks and trade names may also be used on this Site. The use by you of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

5 Submitting information to the Site

While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us.

6 Accuracy of information and availability of the Site

- 6.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

- 6.2 We may suspend or terminate operation of the Site at any time as we see fit.

- 6.3 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

- 6.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

7 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

8 Limitation on our liability

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any indirect losses or any losses that were not foreseeable to you and us when these Terms were formed or that were not caused by any breach on our part, any business losses and losses to non-consumers.

9 Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; flood, fire, explosion or accident.

10 General

- 10.1 No one other than a party to these Terms has any right to enforce any of these Terms.

- 10.2 We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

- 10.3 These Terms and your use of the Site will be governed by and construed in accordance with English law and the English courts will have exclusive jurisdiction in relation to these Terms.