

Acceptance of Terms

This website is provided and operated by Sabio Ltd (“**Sabio**” or “**we**” as appropriate) subject to the following Terms of Use (“**TOU**”). Sabio is registered in England and Wales under company number 03644452 and has its registered office at Blue Fin Building, 110 Southwark Street, London, SE1 0SU.

Your use of this Sabio website, www.sabiogroup.com (“**Website**”) is subject to, and governed by, these TOU. Use of this Website includes accessing, browsing and/or downloading from it. By using this Website, You confirm Your agreement to and acceptance of these TOU.

PLEASE READ THESE TOU CAREFULLY AS THEY APPLY TO YOUR USE OF THE WEBSITE. IF YOU DO NOT AGREE TO THESE TOU, YOU MUST NOT USE THE WEBSITE. These TOU refer to and incorporate the following additional terms, which also apply to your use of the Website: Privacy and Cookie Policy sets out:

- the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website you consent to such processing and you warrant that all data provided by you is accurate; and
- information about the cookies used on our Website.

Changes to the terms

Sabio will occasionally update these TOU, including the Privacy and Cookie Policy, by updating this page. You should visit this page from time to time to review the then-current terms because they are binding on You.

Access

Access to this Website may not be available at all times or in all areas, and may not be error free. We do not guarantee that our site will be secure or free from bugs or viruses, and recommend that you use your own virus protection software. Sabio may deny service to You, at any time and at its sole discretion, including where You do not adhere to the Rules of Conduct set forth below. Sabio also reserves the right to, at any time, modify or discontinue, temporarily or permanently this Website or any part of it without notice. You agree that Sabio shall not be liable to You or any third party for any modification, suspension or discontinuance of this Website or any Content or Service therein. Your continued access and/or use of this Website after any changes will indicate Your acceptance of such changes. If You do not agree to the changes, You should immediately stop accessing and using the Website.

Content

Sabio provides users of this Website with access to certain content concerning Sabio products and services and those of third party suppliers, including descriptions, contact information, links and other specialised content (“**Content**”) and other features and services (“**Services**”).

It is forbidden to access this Website from territories where applicable law provides that the content or use of this Website is illegal. You choose to use this Website on Your own initiative, and it is Your responsibility to ensure that You conform to all applicable local laws.

Copyright

All Content is owned directly by Sabio and its licensors and is protected by copyright laws and treaties around the world. Unless stated otherwise on the Website, Sabio grants You permission to access, view and copy materials on this Website solely for Your non-commercial use. You agree that any copies of material shall retain all copyright and other proprietary notices in the same form and manner as the original and any copies of Sabio material must include Sabio's copyright notice. Save as expressly permitted by these TOU, Your access to and/or use of this Website do not grant You any licence or rights in relation to any copyright, patents, trade marks, service marks, registered designs or any other intellectual property rights in or relating to this Website or any other intellectual property right belonging to Sabio or any third party.

Sabio and its licensors expressly reserve all rights not expressly granted under these TOU in relation to the Content and the Website. Without prejudice to the foregoing, except for non-commercial use described above or as expressly authorized in advance by Sabio, You agree not to copy, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, any materials, including without limitation the Content and the Services, that are made available on or through this Website.

No material is used on the Website without the permission of the copyright owner. If You are the copyright owner of any material used on this website and You believe that Your copyright is being infringed You should email marketing@sabiogroup.com or call +44(0)20 7633 3900.

Trademarks

Sabio and the Sabio logo are trade marks or service marks, registered or not, of Sabio.

Confidentiality

Sabio does not want You to, and You should not, send any confidential or proprietary information to Sabio via this Website.

Information Provided to Sabio

In consideration of Your use of this Website and Services, You agree, where information is requested, to provide accurate, current, and complete information about Yourself, to maintain the accuracy and completeness of such information, and to update it promptly in the event of any change. You agree that if any information You provide is false, inaccurate, incomplete, or not current, we may terminate Your use of this Website and/or the Services. Sabio is not liable for any loss or damage arising from Your failure to comply with any or all of the foregoing obligations. Any submission by You to Sabio, including but not limited to questions, comments, suggestions or the like ("**Submissions**") shall be deemed to be non-confidential. You retain ownership rights in your Submissions, but You are required to grant Sabio an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute the Submissions to third parties. Sabio shall be free to use any ideas, concepts, know-how or techniques contained in the Submissions for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products incorporating such information.

You agree that we also have the right to disclose Your identity to any third party who is claiming that the Submission to Sabio constitutes a violation of their intellectual property rights or of their right to privacy.

Rules of Conduct

While using this Website, You agree to comply with all applicable laws, rules, and regulations. In addition, Sabio expects You to respect the rights and dignity of others, and Your use thereof is conditional on Your compliance with the following Rules of Conduct. You will not:

- Transmit or otherwise make available in connection with this Website anything that is or may be:
 - (a) threatening, harassing, degrading, hateful, or intimidating;
 - (b) defamatory;
 - (c) fraudulent or which may give rise to a tortious liability;
 - (d) obscene, indecent, pornographic, or otherwise objectionable; or
 - (e) protected by copyright, trademark, trade secret, right of publicity, or other proprietary right, without the express permission of the owner of such right.
- Use this Website for any fraudulent or unlawful purpose; or transmit or otherwise make available in connection with this Website any material that would give rise to criminal or civil liability that encourages conduct that constitutes a criminal offense, or that encourages or provides instructional information about illegal or potentially illegal activities.
- Transmit or otherwise make available using the Website any material, non-public information without the proper authorization to do so.
- Interfere with or violate any other person's right to privacy or other rights, or harvest or collect personal information about visitors or users of this Website without their express consent.
- Use this Website to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others.
- Impersonate any person or entity, including, but not limited to, any Sabio agent or representative; falsely state or otherwise misrepresent Your affiliation with any person or entity; or express or imply that we endorse any statement You make, without our prior written consent.
- Transmit or introduce, to, or in connection with, this Website any virus, worm, Trojan Horse, logic bomb, web bug, cancelbot, "spyware," or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component.
- Attempt to gain unauthorised access to our Website, the server on which our Website is stored, or any server, computer or database connected to the Website.
- Interfere with or disrupt the operation of this Website, or the servers or networks that host this Website or make this Website available; or disobey any requirements, procedures, policies, or regulations of such servers or networks.
- Restrict or inhibit any other person from using this Website, including by means of hacking or defacing any portion of this Website.

- Transmit or otherwise make available in connection with this Website any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” investment opportunity, or any other form of solicitation.
- Sell, license, or exploit for any commercial purposes any use of or access to the Content, Services or Website.
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content, Services, or Website.
- Remove any copyright, trademark, or other proprietary rights notice contained in the Content, Services, or Website.
- Frame or mirror any part of this Website without Sabio’s prior express written authorization.
- Use any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, data-mine, or in any way determine, archive, reproduce, or circumvent the navigational structure or presentation of this Website.
- Create a database by systematically downloading and storing all or any of the Content from this Website.

Links

Hypertext links are links by which visitors can move from one website to another or from one page to another within the same website. Deep links are hypertext links which take visitors into a particular page on a website whilst bypassing the homepage of that website. The Website contains hypertext and deep links to third parties’ websites.

The links on the Website will let You leave Sabio’s Website. The linked sites are not under the control of Sabio and Sabio is not responsible for the contents of any linked site or any link contained in a linked site, any changes or updates to such sites, or any data that may be collected and stored about You (if any) by such sites. Sabio is not responsible for webcasting or any other form of transmission received from any linked site. The inclusion of any link does not imply endorsement by Sabio of the site.

Any hypertext links and deep links between our Website and any third party website are provided for Your convenience only and we accept no liability whatsoever for the contents of any such third party website. We exclude to the fullest extent permitted by applicable law all liability that may arise in connection with or as a result of third party website material causing any damage, costs, injury or loss of any kind. Please note when You link to a third party website the provisions of our privacy statement do not apply to any personal data collected and processed by that website’s operator.

You agree that You will not create any hypertext or deep links between this Website and any other website without our prior written consent.

Limitation of Liability

Nothing in these TOU excludes or limits our liability for death or personal injury caused by our negligence or our fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by applicable law.

Sabio, its related companies, their respective directors, employees, representatives or agents shall not be liable to you or any third party for any direct, indirect, special, punitive, exemplary, incidental or consequential damages arising out of the access and/or use of (or the inability to access and/or use) this Website, any Content and/or Services or any other website or device, whether or not Sabio has been notified, advised of, or should have foreseen, the possibility of such damages and whether such liability arises at law or in equity and whether in contract, tort (including but not limited to negligence), or otherwise. This includes, but is not limited to, any loss of data, loss of business, or loss of profit, even if Sabio was advised of the possibility of such damages.

To the extent permitted by law, Sabio disclaims all warranties, expressed or implied. This includes but is not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. It also includes any expressed or implied warranties arising from any course of dealing, usage or trade practice. Without limiting the foregoing, Sabio does not warrant that the functions contained in or access to the Website, Content, Services or other content will be timely, uninterrupted or error-free or without omission, that defects will be corrected, or that the Website, Content or Services are free of viruses or other harmful components. Sabio also does not warrant or make any representations regarding the use or the results of the use of the Website, the Content or the Services in terms of their correctness, accuracy, completeness, reliability, or otherwise.

The Content on this website is provided “as is”, and for use at Your own risk. It is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website. Sabio gives no warranty of any kind in respect of such Content.

In the event Sabio is found to have liability to You despite the foregoing provisions, Sabio’s maximum aggregate liability to You howsoever arising under these TOU shall, to the extent permissible by applicable laws, not exceed five hundred thousand pounds sterling (£500,000).

Access to Password Protected/Secure Areas

Access to and use of password protected and/or secure areas of this Website is restricted to authorized users only. Unauthorized individuals attempting to access these areas of this Website may be subject to prosecution.

Termination

You agree that Sabio, in its sole discretion, may terminate Your access to and/or use of this Website or any part thereof, at any time and for any reason, including, without limitation, if Sabio believes that You have violated or acted inconsistently with these TOU, including the Rules of Conduct. Sabio shall not be liable to You or any third party for any loss arising from any termination of Your access to and/or use of this Website or any part thereof.

Indemnity

To the extent permitted by applicable law, You shall indemnify and keep indemnified and hold harmless at all times Sabio and its related corporations against and from all claims, demands, actions, proceedings, awards, damages, losses, liabilities, penalties, and costs (including without limitation, legal costs on a full indemnity basis), and/or expenses, due to or arising out of, directly or indirectly:

- Your access to and/or use of the Website, Content and/or any Service;
- Your breach of any provision of these TOU; or
- Your breach of any applicable law.

Assignment

You shall not assign or transfer these TOU without Sabio's prior written consent. Sabio may assign or transfer this TOU at any time to its related corporation or any third party.

Jurisdiction

These TOU, and your use of Content and/or this Website (and any non-contractual obligations raising out of them) shall be governed in accordance with the laws of England and Wales.

The English courts shall have exclusive jurisdiction over any dispute which arises out of or in connection with these TOU, Your use of the Content and/or this Website (including any non-contractual disputes).

By accessing and/or using this Website, you confirm warrant that you are of legal age and capacity in accordance with applicable laws of your jurisdiction and are able to provide valid consent to the terms of these TOU and will comply with all applicable laws in your jurisdiction. In the event that any or any part of the terms contained in these TOU shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term shall to that extent be severed from the remaining terms, which shall continue to be valid and enforceable to the fullest extent permitted by applicable law.

No Third Party Rights

Other than Sabio and its subsidiary and parent undertakings (as defined in s1162 Companies Act 2006) and other companies which have the same parent undertaking as Sabio, a person who is not a party to these TOU shall have no right under the Contracts (Rights of Third Parties) Act 1999, to enforce any of the provisions of these TOU.

Entire Agreement

These TOU and any document expressly referred to in it (including but not limited to the Privacy and Cookie Policy), represents the entire agreement between us in relation to the Website and Your access to and/or use of the Website and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions. Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

Contact us

To contact us about these TOU, please email marketing@sabiogroup.com

