

CAPITAL LAW

AFFORDABLE FUNERALS – WEBSITE TERMS OF USE

1. About our terms and conditions

1.1 These terms of use (together with any documents referred to in them) explain how you may use this website, all associated web pages and any associated mobile applications or other software applications (together the “**Site**”). Use of our Site includes accessing, browsing, or downloading any part of our Site.

1.2 By accessing or using this Site you agree to be bound by, and comply with, these terms and conditions and the documents referred to in them. If you do not agree with or accept any of these terms, you should stop using the Site immediately.

1.3 We may update these terms from time to time in accordance with clause 10.3 below.

1.4 Your use of the Site means that you must also comply with our privacy and cookie policy which is available at <http://www.low-cost-funeral.co.uk/wp-content/uploads/privacy-and-cookie-policy.pdf>

2. About us

The Site is operated by Affordable Funerals (“we”, “us” or “our”). We are a company registered in England and Wales under company number 10119791 and have our registered office at The Pool House Bicester Road, Stratton Audley, Bicester, United Kingdom, OX27 9BS. References to us in these terms also include our group companies from time to time.

3. Using the Site and restrictions on use

3.1 We permit you to use the Site only in accordance with the terms of use set out here (and any documents referred to here). Use of the Site in any other way, including in contravention of any restriction on use set out in these terms of use, is not permitted. If you do not agree with the applicable terms you may not use the Site.

3.2 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.

3.3 As a condition of your use of the Site, you agree:

3.3.1 not to use the Site to carry out or promote any activity that is unlawful in any way under any applicable law; and

3.3.2 not to use the site for any purpose that is prohibited by these terms of use.

3.4 In addition, your right to use the Site does not permit you to attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) the underlying software (or any part of it) that is used in or to provide the Site, or to observe, study or test the functioning of the underlying software (or any part of it) that is used in or to provide the Site, except and only to the extent that such restrictions are prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988.

3.5 We may prevent or suspend your access to the Site if you do not comply with any part of these Website terms and conditions, any terms or policies to which they refer, or any applicable law.

4. Accuracy of information and availability of the Site

4.1 We may update the Site from time to time, and may change the content at any time. 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.

4.2 The Site is provided on an "as is" basis and we make no representations, warranties or guarantees, whether express or implied, that the information on the Site is accurate, complete or up-to-date. This information is not intended to constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the information on our Site. Any reliance that you may place on the information on the Site is at your own risk.

4.3 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. If you have any difficulties using the Site, please contact us.

4.4 Access to the Site is permitted by us in our sole and ultimate discretion. We may suspend, withdraw, discontinue or change all or any part of the Site as we see fit and without notice. We will not be liable to you if for any reason the Site is unavailable at any time or for any period.

5. Hyperlinks and third party sites

5.1 The Site may contain hyperlinks or references (including banner and pop-up advertising) to third party websites other than the Site. 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, product or service does not mean that we endorse that third party's website, products or services and any reliance you place on such hyperlink, reference or advert is done at your own risk.

5.2 Your use of a third party site may be governed by the terms and conditions of that third party site. It is your responsibility to ensure you are happy with such third party terms and conditions.

5.3 You may link to the Site from another site provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not present or establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice and to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

6. Ownership and use of intellectual property rights

6.1 References in these terms of use to "**Intellectual Property Rights**" means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or

register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever in the world they exist.

6.2 This Site and all Intellectual Property Rights in it are owned by us, our licensors or both (as applicable). Such Intellectual Property Rights are protected by copyright laws and treaties around the world. We and our licensors reserve all of our and their rights in any such Intellectual Property Rights in connection with these terms of use. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

6.3 Nothing in these terms and conditions grants you any legal rights in the Site other than as necessary to enable you to access the Site, and any further or additional use is strictly prohibited unless you have our prior written permission.

6.4 If you copy, download or otherwise use any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7. Viruses

7.1 We do not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software.

7.2 You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

7.3 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

8. Limitation of our liability

8.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be lawfully excluded or limited.

8.2 Subject to clause 8.1, and to the extent permitted by law, we exclude all conditions, warranties and/or representations, whether express or implied, which may apply to the Site or any Content on it.

8.3 Subject to clause 8.1, we will not be liable to any user of the Site for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, the Site, or with reliance on any content displayed on the Site. In particular, we will not be liable for any business interruption, for any loss of profits, sales, business, revenue, anticipated savings, business opportunity, goodwill or reputation, or for any indirect or consequential loss or damage.

9. Data protection

We have certain obligations under applicable data protection law (including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003). Information about how we collect and process data in accordance with such data protection law is set out in our privacy and cookie policy at <http://www.low-cost-funeral.co.uk/wp-content/uploads/privacy-and-cookie-policy.pdf>

10. General legal terms

10.1 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, without limitation, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

10.2 Rights of third parties – No one other than a party to these terms of use has any right to enforce any of these terms of use.

10.3 Variation – These terms of use are dated 16th September 2016. No changes to these terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these terms of use from time to time. Our new 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 of use from time to time to verify such variations.

10.4 Breach – We shall apply these terms of use in our absolute discretion. In the event of your breach of any of these terms we may terminate or suspend your use of the Site, disclose information to law enforcement authorities or take any action we consider necessary to remedy the breach.

11. Disputes

11.1 We will try to resolve any disputes with you quickly and efficiently.

11.2 If you have any issues with these terms of use please contact us as soon as possible by sending an email to info@low-cost-funeral.co.uk

11.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you, and give you certain information required by law about the options available to you.

12. Applicable law

12.1 If you are a consumer, please note that these terms of use, their subject matter and formation, are governed by the law of England and Wales. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

12.2 If you are a business, these terms of use, their subject matter and formation (and any non-contractual disputes or claims) are governed by the law of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.