



1. Introduction

1.1 These terms and conditions govern your use of our websites, www.sherlayer.com and www.sher3d.com.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.

1.4 You must be at least 18 years of age to use our website; and by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Copyright notice

2.1 Copyright (c) 2015 Sherwood Systems Ltd

2.2 Subject to the express provisions of these terms and conditions:

we, together with our licensors, own and control all the copyright and other intellectual property rights, including without limitation the trade marks, Sherlayer, Sher3D and Sher3DStudio, in our website and the material on our website; and all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Licence to use website

3.1 You may:

view pages from our website in a web browser;
download pages from our website for caching in a web browser;
print pages from our website;
stream audio and video files from our website; and
use our website services by means of a web browser,
subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

3.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.



3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

republish material from our website (including republication on another website);
sell, rent or sub-license material from our website;
show any material from our website in public;
exploit material from our website for a commercial purpose; or
redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

4. Acceptable use

4.1 You must not:

use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
access or otherwise interact with our website using any robot, spider or other automated means;
violate the directives set out in the robots.txt file for our website; or
use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Use on behalf of organisation

5.1 If you use our website or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:

yourself; and
the person, company or other legal entity that operates that business or organisational project,
to these terms and conditions, and in these circumstances references to "you" in these terms and conditions



are to both the individual user and the relevant person, company or legal entity (unless the context requires otherwise).

6. Registration and accounts

6.1 To be eligible for an individual account on our website under this Section 6, you must be at least 18 years of age.

6.2 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

6.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

6.4 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

1. User IDs and passwords

7.1 If you register for an account with our website, you will be asked to choose a user ID and password.

7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 12; you must not use your account or user ID for or in connection with the impersonation of any person.

7.3 You must keep your password confidential.

7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8 Cancellation and suspension of account

8.2 We may:

suspend your account;
cancel your account; and/or
edit your account details,
at any time in our sole discretion without notice or explanation, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, we will refund to you a pro rata amount of your payment, such amount to be calculated by us using any reasonable methodology.

8.3 You may cancel your account on our website using your account control panel on the website. You will not be entitled to any refund if you cancel your account in accordance with this Section 8.2.



9 Subscriptions

9.1 To become a subscriber to our website services, you must pay the applicable subscription fees during the account registration procedure. We will send you an acknowledgement of your order. The contract between us for the supply of the website services shall come into force upon the issue of the order acknowledgement.

9.2 You will have the opportunity to identify and correct input errors prior to making your order by editing your subscriber details.

9.3 For so long as your account and subscription remain active in accordance with these terms and conditions, you will benefit from the features specified on our website in relation to your subscription type.

9.4 We may from time to time vary the benefits associated with a subscription by posting a new subscription description on our website, providing that if in our reasonable opinion such a variation results in a substantial loss of value or functionality, you shall have the right to cancel your subscription, and we will refund to you a pro rata amount of the fee paid in respect of your subscription, such amount to be calculated by us using any reasonable methodology.

9.5 At the end of any period of subscription for which you have paid, and subject to the other provisions of these terms and conditions, your subscription will be automatically renewed and you must pay to us the applicable subscription fees, unless you cancel the subscription using the cancellation facility on our website before the date of renewal / your subscription will be automatically cancelled.

10. Fees

10.1 The fees in respect of our website services will be as set out on the website from time to time.

10.2 All amounts stated in these terms and conditions or on our website are stated exclusive of VAT.

10.3 You must pay to us the fees in respect of our website services in advance, in cleared funds, in accordance with any instructions on our website.

10.4 We may vary fees from time to time by posting new fees on our website, but this will not affect fees for services that have been previously paid.

10.5 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.

10.6 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

an amount equal to the amount of the charge-back;
all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
an administration fee of GBP 25.00 including VAT; and
all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section



10.6 (including without limitation legal fees and debt collection fees), and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 10.6.

10.7 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.

10.8 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

11. Your content: licence

11.1 In these terms and conditions, “your content” means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us on our website for storage or publication on, processing by, or transmission via, our website.

11.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this website and any successor website / reproduce, store and, with your specific consent, publish your content on and in relation to this website.

11.3 You grant to us the right to sub-license the rights licensed under Section 11.2.

11.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 11.2.

11.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

11.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

11.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

12. Your content: rules

12.1 You warrant and represent that your content will comply with these terms and conditions.

12.2 Your content must not be illegal or unlawful, must not infringe any person’s legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).



12.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- be libellous or maliciously false;
- be obscene or indecent;
- infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- infringe any right of confidence, right of privacy or right under data protection legislation;
- constitute negligent advice or contain any negligent statement;
- constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- be in contempt of any court, or in breach of any court order;
- be in breach of racial or religious hatred or discrimination legislation;
- be blasphemous;
- be in breach of official secrets legislation;
- be in breach of any contractual obligation owed to any person;
- depict violence, in an explicit, graphic or gratuitous manner;
- be pornographic, lewd, suggestive or sexually explicit;
- be untrue, false, inaccurate or misleading;
- consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- constitute spam;
- be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- cause annoyance, inconvenience or needless anxiety to any person.

12.4 The parties agree to hold each other's Confidential Information in confidence and, unless required by mandatory law or expressly permitted under this TOU not to make each other's Confidential Information available to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, agents or Authorised Users in violation of the terms of this Agreement.

31. Report abuse

13.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

13.2 You can let us know by email: info@sherlayer.com

14. Limited warranties

14.1 We do not warrant or represent:

- the completeness or accuracy of the information published on our website;
- that the material on the website is up to date; or
- that the website or any service on the website will remain available.

14.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent that these terms and conditions expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.



14.3 To the maximum extent permitted by applicable law and subject to Section 15.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

15. Limitations and exclusions of liability

15.1 Nothing in these terms and conditions will:

limit or exclude any liability for death or personal injury resulting from negligence;
limit or exclude any liability for fraud or fraudulent misrepresentation;
limit any liabilities in any way that is not permitted under applicable law; or
exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Section 15 and elsewhere in these terms and conditions:

are subject to Section 15.1; and

govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

15.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

15.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

15.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

15.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

15.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

15.8 To the fullest extent permitted by applicable law, we exclude liability (on our own behalf and on behalf of our employees, agents, licensors and suppliers) for any (i) indirect, incidental, special, exemplary or consequential damages; or (ii) any lost profits, revenue or anticipated savings, contracts, business interruption, loss of data or other economic loss (whether direct or indirect) howsoever arising (even if we have been advised of the possibility of such damages, losses or expenses) arising out of or in connection with the use of this our site or any site with which it is linked. you assume total responsibility for establishing such procedures for data back up and virus checking as you consider necessary.

15.9 Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of:

To the maximum extent permitted by law, except as expressly set out in these terms of use, we disclaim all warranties in relation to the products or services provided on this website express or implied (whether by statute, common law, collaterally or otherwise), including but not limited to implied warranties, conditions or



other terms of satisfactory quality and fitness for particular purpose, with respect to products or services.

In no event shall our aggregate liability to you and any other third party in connection with the Sherwood Systems Services, exceed an amount equal to (a) the total amount fees paid by you to us in the twelve (12) month period preceding the date of the claim, regardless of the form of claim or action or (b) five thousand pounds sterling (£5,000) (whichever is the greater).

16. Indemnity

16.1 Customer shall defend, indemnify and hold harmless Sherwood Systems and its officers, directors, owners, agents, suppliers and employees (collectively, the "Sherwood Systems Indemnified Parties"), against all claims, actions, costs, damages, expenses (including, without limitation, reasonable legal fees), liabilities and/or proceedings ("Claims"), arising out of or in connection with Claims by any third party (including Authorised Users) arising out of or in connection with: (i) use of the Sherwood Systems Services or Third Party Data or Services in breach of this Agreement or the Terms of Use; (ii) unauthorised access to or the misuse of the Sherwood Systems Services by an Authorised User; (iii) any agreements made with third parties, or any warranties or representations made by Customer to a third party in relation to Sherwood Systems or the Sherwood Systems Services (save to the extent that these have been previously authorised by Sherwood Systems by prior written notice); (iv) provision of User Data or Content by Customer or Authorised User that is illegal or infringes the rights of any third party;

Provided that (a) Customer is given prompt notice of such Claim; (b) Sherwood Systems provides reasonable cooperation to Customer in the defence and settlement of such Claim, at Customer's expense and (c) Customer is given sole authority to defend or settle the Claim at its own expense (subject to securing Sherwood Systems to its reasonable satisfaction).

17. Breaches of these terms and conditions

17.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- Send you one or more formal warnings;
- Temporarily suspend your access to our website;
- Permanently prohibit you from accessing our website;
- Block computers using your IP address from accessing our website;
- Contact any or all your internet service providers and request that they block your access to our website;
- Commence legal action against you, whether for breach of contract or otherwise; and/or
- Suspend or delete your account on our website.

17.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

18. Third party websites

18.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

18.2 We have no control over third party websites and their contents, and subject to Section 15.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.



19. Trade marks

19.1 Sherlayer, Sher3D and Sher3DStudio, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

19.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

20. Variation

20.1 We may revise these terms and conditions from time to time.

20.2 We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.

20.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

21. Assignment

21.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

21.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

22. Severability

22.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

22.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

23. Third party rights

23.1 These terms and conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.



23.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

24. Entire agreement

24.1 Subject to Section 15.1, these terms and conditions, together with our privacy and cookies policy, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

25. Law and jurisdiction

25.1 These terms and conditions shall be governed by and construed in accordance with English law.

25.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

26. Statutory and regulatory disclosures

26.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

26.2 These terms and conditions are available in the English language only.

26.3 Our VAT number is GB375832425

27. Our details

27.1 This website is owned and operated by Sherwood Systems Ltd.

27.2 We are registered in Northern Ireland under registration number NI022536 and our registered office is at Ash Grove, Wildflower Way, Boucher Road, Belfast, Northern Ireland, BT12 6TA.

27.3 Our principal place of business is at as per 27.2

27.4 You can contact us by writing to the business address given above, by using our website contact form, by email to info@sherlayer.com or by telephone on 02890 963380