
TERMS OF USE POLICY

This page (together with any documents referred to on it) explains to you the terms of use on which you may make use of the website (www.icomtel.com) ("the Website"). Please read these Terms of Use carefully before you start to use the Website. By using this Website, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using the Website.

TERMS OF USE

1. The Website is operated by the ICOM Group ("ICOM" / "we" / "our" / "us"), consisting of the following limited companies:

Icom Holdings Limited (company registration number 05857532) whose registered office is Unit 11 LM Trade Park, Beddow Way, Aylesford, Kent, ME20 7BT;

Icom Telecommunications Limited (company registration number 03120336) whose registered office is Unit 11 LM Trade Park, Beddow Way, Aylesford, Kent, ME20 7BT;

Icom Network Services Limited (company registration number 05558866) whose registered office is Unit 11 LM Trade Park, Beddow Way, Aylesford, Kent, ME20 7BT;

Icom Projects Limited (company registration number 05558845) whose registered office is Unit 11 LM Trade Park, Beddow Way, Aylesford, Kent, ME20 7BT;

Icom Security Limited (company registration number 06070361) whose registered office is Unit 11 LM Trade Park, Beddow Way, Aylesford, Kent, ME20 7BT; and

Icom Technology Limited (company registration number 06070359) whose registered office is Unit 11 LM Trade Park, Beddow Way, Aylesford, Kent, ME20 7BT.

2. Access to the Website is permitted on a temporary basis and ICOM reserves the right to withdraw or amend the service provided on the Website without notice. ICOM shall not be liable if for any reason the Website is not available at any time or for any period. From time to time, ICOM may restrict access to some parts of the Website, or the entire Website, if required. ICOM aims to update the Website regularly and may change the content at any time. ICOM may therefore have to suspend access to the Website, or close it if necessary. Any of the material on the Website may be out of date at any given time and ICOM is under no obligation to update such material.

3. You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and that they comply with them.

4. ICOM shall not be liable for and accepts no responsibility for any information presented by a third party including, but not limited to, pricing, liability in connection with any products or services, call backs, alterations, monetary transactions between you and the third party or the performance of the contract entered into between you and the third party.

5. ICOM does not guarantee that the information displayed on the Website is accurate and ICOM does not provide any warranty in relation to the materials contain on the Website. To the extent permitted by law, ICOM and members of the ICOM Group of companies and third parties connected to ICOM hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law of the law of equity, and any liability for direct, indirect or consequential loss or damage incurred by an user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including without limitation any liability for loss of income or revenue, loss of business, profits or contracts, loss of anticipated savings, loss of data or goodwill or any other loss or damage or any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. This does not affect our liability for death or personal injury arising from out negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

6. ICOM makes every attempt to keep the content including the information about products and services on this Website as up-to-date as possible, but (in accordance with Clause 2) is under no obligation to do so.

7. Where ICOM publishes and controls information on the Website, it will use all reasonable endeavours to correct errors or omissions as quickly as practicable after being notified of them. However, because of the complex technology that is required in operating the Website there may be times when obvious errors occur. For example, this may result in a price, product or service or other detail displayed being incorrect.

8. All details shown on the Website in relation to the products and services offered are subject to availability. Contracts for the supply of goods or services are subject to separate terms and conditions of sale or supply, as notified to you at the time of entering into a contract with us.

9. Any links provided on the Website to other websites are not intended to provide an endorsement by ICOM and ICOM will have no liability or responsibility for the content of this or those websites whatsoever. You must not establish a link to this Website from any other website without ICOM's explicit written consent.

10. ICOM cannot guarantee that the Website is free from infection by viruses or anything else that has contaminating or destructive properties. You must not misuse the Website by 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 Website, the server on which the Website is stored or any server, computer or database connected to the Website.

11. ICOM endeavours to ensure, but cannot guarantee, that any information provided on the Website is accurate. This information does not form part of your agreement with any relevant third party and is provided solely as additional background content. ICOM shall not be held liable in any way whatsoever for any inaccuracy, misunderstanding or expectation drawn from this content.

12. All rights in the Website, including copyright, the content and design of the Website, is owned by ICOM or used under licence from third party owners. Any use of this Website or its contents, including copyright or storing it or them in whole or part, other than for your personal or non-commercial use is prohibited without the written permission of ICOM. You are prohibited from copying, modifying, transmitting, distributing, selling, displaying, licensing or reproducing any content including images and other media on this Website for any commercial purpose.

13. The transmission of unlawful, threatening, defamatory, pornographic, political or racist material is strictly prohibited.

14. If you breach the provisions of these Terms of Use, ICOM shall be entitled to suspend or permanently terminate your access to the Website.

15. Any material you upload to the Website will be considered to be non-confidential and non-proprietary and ICOM has the right to use, copy, distribute and disclose to third parties any such material for any purpose.

16. ICOM processes information about you in accordance with the Privacy Policy [\[LINK\]](#) displayed on the Website from time to time. By using the Website you consent to such processing and you warrant that all data provided by you is accurate.

17. These Terms of Use may vary from time to time. By using this Website you accept that you are bound by the terms and conditions in force at that time and displayed on this page.

18. If any part of these Terms of Use or any document referred to herein is illegal or unenforceable, such portion(s) shall be excluded from these Terms of Use and any relevant document to the minimum extent required and the balance of these Terms of Use and any relevant document shall remain in full force and effect and enforceable.

19. These Terms of Use and any documents or policies referred to herein shall govern the entire relationship between the parties to the exclusion of any other terms.

20. It is not the intention of the parties to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms of Use.

21. These Terms of Use and any disputes that may arise between you and ICOM will be governed by the laws of England and Wales and the parties shall submit to the jurisdiction of the English courts.