

 **Ultimate**Visor

# Terms of Use

# Personal protection with personality

These Terms of Use, together with the policies and terms referred to below, set out the rules for using [www.ultimatevisor.com](http://www.ultimatevisor.com) ("our site"), whether as a guest or a registered user. Use of our site includes accessing, browsing, shopping on or registering to use our site. Please read these Terms of Use carefully before you start to use our site. We recommend that you print and keep a copy of these Terms of Use for future reference. By using our site, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our site. These are the legal terms and conditions under which We supply the products ("Products") listed on our website [www.ultimatevisor.com](http://www.ultimatevisor.com) ("our site") to you. Please read these terms and conditions carefully before ordering any Products from our site. Using our site indicates that you accept these terms and conditions together with our Privacy Notice [here](#) and Terms of Use [here](#), regardless of whether or not you choose to register with us. If you do not accept these terms and conditions, our Privacy Notice [here](#) or our Terms of Use [here](#), do not use our site.

## Information about us

[www.ultimatevisor.com](http://www.ultimatevisor.com) is a site operated by Ramfoam Limited ("We"). We are a limited company registered in England and Wales under company number 03024533 and with our registered office at Lower City Works Hainge Road, Tividale, Oldbury, England, B69 2NR. Our UK VAT number is 661 042 468.

## Other applicable terms

Should you wish to purchase any goods shown or advertised on our site, the supply of those goods will be subject to our Terms and Conditions of Sale [here](#). Our Privacy Notice (which sets out the terms on which We process your personal data) and our Cookie Policy (which sets out information about the cookies on our site) will also apply to your use of our site.

## Changes to Terms of Use

We may revise these Terms of Use at any time by amending this page. Every time you wish to use our site, please check these Terms of Use to ensure you understand the terms that apply at that time.

## Access to our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site at any time without notice. We will not be liable to you if for any reason all or part of our site is unavailable or interrupted at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

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## Your use of our site

You may use our site only for lawful purposes. You may not use our site:

in any way that breaches any applicable local, national or international law, regulation or code of practice;

in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

in any way that infringes any intellectual property right or right to privacy; and/or to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation to any person.

You also agree not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these Terms of Use. Breach of any of these conditions of use of our site constitutes a material breach of these Terms of Use.

## Interactive services

We may from time to time provide interactive services to you on our site. For example, We may allow you to leave reviews of our products. Use of any of our interactive services by a minor is subject to the consent of their parent or guardian. By submitting any content to our site or through our interactive services, you agree that We shall have a non-exclusive, perpetual, royalty-free, worldwide right and licence to use, reproduce, distribute and make available such content on our site and in our marketing materials. We may, from time to time, if We consider it appropriate, moderate any interactive service provided on our site. However, We are under no obligation to do so. Moderation may be carried out automatically and/or manually, by us or by a third party on our behalf. Any content posted on our site by users through any interactive service does not necessarily reflect the opinions, views, values or ideals of Ramfoam Limited or our personnel. We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of these Terms of Use, whether the service is moderated or not. If you wish to complain about information or materials uploaded to our site by other users please contact us.

## Virus, hacking or other offences

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our 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 our site will cease immediately.

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## Content standards

You must ensure that any and all information and material which you post to our site (User Content) and use of any interactive services associated with it complies with following standards. User Content must be accurate (where it states facts), be genuinely held (where it states opinions) and comply with applicable law in the UK and in any country from which it is posted. Product reviews will only be accepted from genuine, verified purchasers in the correct language for the relevant website and will not be accepted from our employees. User Content must not:

- contain any material which is defamatory of any person, obscene, offensive, hateful, malicious or inflammatory or which promotes violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any intellectual property right of any other person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person;
- disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any other person. In the case of product reviews, you may include your first name and location in your review, but should not include any other personal information;
- be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that it emanates from us, if this is not the case;
- advocate, promote or assist any illegal activity or unlawful act; or contain any advertising or promote any goods or services or links to other websites.

We will determine, in our discretion, whether there has been a breach of these content standards through your use of our site. When a breach of these content standards has occurred, We may take such action as We deem appropriate and reserve the right to reject publication of any such User Content or delete such User Content from our site. If we reject a product review, we may send it back to you with an explanation of why it has been rejected and we may give you the opportunity to edit and resubmit your review. Failure to comply with these content standards constitutes a material breach of these Terms of Use. You will be responsible and will compensate us for any loss or damage We suffer as a result of you breaching these content standards.

## Our trade marks are registered

UltimateVisor and the logos for these marks are trade marks of Ramfoam Limited. You are not permitted to use these trade marks without our approval, unless they are part of any material you are using as permitted above.

## Intellectual property rights

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## Our rights

If We determine, in our discretion, that there has been a breach of these Terms of Use, We may take such action as We deem appropriate, which may include issuing a warning to you, withdrawing your right to use our site, taking legal proceedings against you and/or disclosing such information to law enforcement authorities as We reasonably feel is necessary.

## Changes to our site

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and We are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## Third party links and resources

Where our site contains links to other sites and resources provided by third parties (including where our social media sharing plug-ins include links to third party sites), these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Limitation of our liability in respect of your use of our site**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. If you are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it;

We will not be liable to you 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 use of or inability to use our site, or use of or reliance on any content displayed on our site;

and We will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; waste of management or office time;

or any indirect or consequential loss or damage.

If you are a consumer user, please note that We only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and We have no liability to you for any loss of any business of yours (including but not limited to the types of loss and damage excluded in respect of business users set out in the paragraph above). The security of communications sent over the Internet (including by e-mail) is subject to many factors outside of our control. We do not guarantee the security or confidentiality of any electronic communications. We shall have no liability for your inability to connect to or to access our site which may result from any faults, errors or problems relating to your PC hardware, software, network or security, or your Internet service provider or any other similar problem. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We have no control over those websites and will not be liable for any loss or damage that may arise from your use of them.

## **No reliance on advice**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although We make reasonable efforts to update the information on our site, We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

## Intellectual property rights

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in a way that is not fair or legal or which damages our reputation or takes advantage of it;  
in such a way as to suggest any form of association, approval or endorsement on our part where none exists;

or in any website that includes unlawful or fraudulent content, has any unlawful or fraudulent purpose or effect or breaches the content standards set out above.

You must not frame our site on any other site. We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our site other than permitted in these Terms of Use, please contact [customerservices@ultimatevisor.com](mailto:customerservices@ultimatevisor.com).

## Applicable law

Please note that these Terms of Use or any dispute or claim arising out of or in connection with them or use of our site (whether or not contractual) shall be governed by English law. If you are a consumer, your use of our site will be governed by English law, except that if you are not resident in England then English law shall apply only to the extent that it does not override any mandatory laws of the country in which you have your usual place of residence. If you are a consumer, you and We both agree that the courts of England and Wales shall have non-exclusive jurisdiction over any dispute or claim arising from, or related to, these Terms of Use or use of our site (including non-contractual disputes or claims), save that nothing shall limit your legal rights to bring actions against us or to require proceedings to take place in the place of your residence. If you are a business or are using our site for business purposes, you and We both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## Contact us

If you wish to contact us in respect of our site, please contact us at [customerservices@ultimatevisor.com](mailto:customerservices@ultimatevisor.com). Thank you for visiting our site.