

# Fujitsu Flyers - Terms of Use

Effective Date: 03/08/2020

Welcome to Fujitsu Flyers, we invite you to access our Website and use our services but please note that your invitation is subject to your agreement with these Terms of Use. This document describes your rights and our rights in relation to the provision of the Website so please review these Terms carefully. By using our Website you accept these Terms in full. If you disagree with these Terms you must not use our website. Please also see our Privacy Notice and our Cookies Notice which are separate to these Terms.

These Terms of Use ("Terms") apply to your access to [www.fujitsu-promotions.com/flyers](http://www.fujitsu-promotions.com/flyers) (the "Website") and to websites of Fujitsu Limited and its affiliates (collectively, the "Fujitsu Group") that are linked directly or indirectly from this Website (the "Subsites"). Your access to a Subsite is also subject to that Subsite's terms of use. To the extent that any provision of these Terms conflict with the Subsite's terms, the Subsite's terms prevail.

## 1. Using Our Website

By registering as a user of the website, you agree to comply in full with these Terms.

Access to the Website is limited to selected Fujitsu Partners and if your organisation does not fulfil the criteria for inclusion in the Fujitsu Flyers programme, access will not be granted to you.

We shall provide you with access to the programme content through the Website. You shall be responsible for maintaining an appropriate data connection to enable you to connect to the Website.

When you register, you will provide us with a business email address that will be verified for the purpose of authorised use. You will be prompted to set a password which you shall keep secret and not share with anyone else.

## 2. Prohibited Uses

We own all intellectual property rights in the Website, including trademarks, service marks, graphics and logos used in connection with such.

All intellectual property rights in regard to content, including trademarks, service marks, graphics and video are owned by the original creator and should not be distributed without permission.

You shall own all rights in your personal data, but shall permit us the right to use your data for the purpose of making the Website available to you and for the purpose set out in Clause 3 below.

You have no intellectual property rights in, or to, the Website, including all content and documentation other than the right to use them in accordance with these Terms.

## 3. Your Data and Privacy

We only use the Data collected through your use of the Website as is necessary in order to provide you with the programme content and associated services.

We may use data for anonymised reporting and analytics and you agree that we may use the Data for such purpose. Full details of the data we collect and how it is used is identified in the Privacy

Notice and Cookies Notice. You will be able to access the Privacy Notice from within the website at any time.

Please be aware that internet transmissions are never completely private or secure and that any information you send using the Website may be read or intercepted by others, despite our best efforts to restrict and minimise such interceptions.

#### 4. How We will Support You

You will be able to contact Us through use of the “Contact Us” feature within the Website for any support that is specifically related to the functionality of the Website.

#### 5. Changes and Updates

We may need to change these Terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will give you notice of any change via email to the email address you have provided us with, however we are not obliged to do so and such modification shall be effective upon our posting of the revised Terms on the Website. You agree to accept changes to these Terms when you use our Website after any such modification is posted on the Website, it is therefore important that you review these Terms regularly to ensure you are updated as to any changes. If you do not accept the changes, you must cease use of the Website.

#### 6. Limitation of Liability

We are not liable for direct, indirect, incidental, consequential, punitive, or other damages (including, but not limited to, economic losses, lost profits, lost revenues, or lost data) arising out of the access to or inability to access to this Website or the Subsites, even if advised of the possibility of such damages.

We make every effort to keep the information on this Website accurate and up-to-date but make no warranty of its accuracy, completeness and/or timeliness.

We recommend that you install appropriate defences against viruses and other malware before you access or download any information from this website. We accept no liability for any virus or malware contracted as a result of visiting this Website or Subsites.

#### 7. Breach by You

In respect of any breach by you of these Terms, we may, at our discretion and without prejudice to our other rights and remedies, take any of the following actions:

- Immediate, temporary or permanent withdrawal of your access to the Website;
- Issue a warning to you;
- Terminate our agreement with you and these Terms.

#### 8. General

These Terms of Use shall be governed by and construed in accordance with the law of England and Wales and both of us submit to the exclusive jurisdiction of the English courts.