



TERMS OF WEBSITE USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

TERMS OF WEBSITE USE

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of my Website kmvirtualassistant.com (**my site**), whether as a guest or a registered user. Use of my site includes accessing, browsing, or registering to use my site.

Please read these terms of use carefully before you start to use my site, as these will apply to your use of my site.

I recommend that you print a copy of this for future reference.

By using my 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 my site.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of my site:

My Privacy Policy [PRIVACY POLICY](#) which sets out the terms on which I process any personal data I collect from you, or that you provide to me. By using my site, you consent to such processing and you warrant that all data provided by you is accurate.

My Acceptable Use Policy, [ACCEPTABLE USE POLICY](#), which sets out the permitted uses and prohibited uses of my site. When using my site, you must comply with this Acceptable Use Policy.

My Cookie Policy [COOKIE POLICY](#), which sets out information about the cookies on my site. If you purchase goods from my site, my Terms and conditions of supply [TERMS AND CONDITIONS OF SUPPLY](#) will apply to the sales.

INFORMATION ABOUT US

KMVirtualAssistant.com is a site operated by KMVirtualAssistant ("I"). The company is a sole trader, registered with the ICO.



CHANGES TO THESE TERMS

I may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes I made, as they are binding on you.

CHANGES TO MY SITE

I may update my site from time to time, and may change the content at any time. However, please note that any of the content on my site may be out of date at any given time, and I am under no obligation to update it.

I do not guarantee that my site, or any content on it, will be free from errors or omissions.

ACCESSING MY SITE

My site is made available free of charge.

I do not guarantee that my site, or any content on it, will always be available or be uninterrupted. Access to my site is permitted on a temporary basis. I may suspend, withdraw, discontinue or change all or any part of my site without notice. I will not be liable to you if for any reason my site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to my site.

You are also responsible for ensuring that all persons who access my site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of my security procedures, you must treat such information as confidential. You must not disclose it to any third party.

I have the right to disable any user identification code or password, whether chosen by you or allocated by me, at any time, if in my reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify me at kmvirtuala@outlook.com

INTELLECTUAL PROPERTY RIGHTS

I am the owner or the licensee of all intellectual property rights in my site, and in the material published on it.

Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from my site for your personal use and you may draw the attention of others within your organisation to content posted on my site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

My status (and that of any identified contributors) as the authors of content on my site must always be acknowledged.

You must not use any part of the content on my site for commercial purposes without obtaining a licence to do so from us or my licensors.

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

NO RELIANCE ON INFORMATION

The content on my 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 my site.

Although I make reasonable efforts to update the information on my site, I make no representations, warranties or guarantees, whether express or implied, that the content on my site is accurate, complete or up-to-date.

LIMITATION OF MY LIABILITY

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

To the extent permitted by law, I exclude all conditions, warranties, representations or other terms which may apply to my site or any content on it, whether express or implied.

I will not be liable to any user 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, my site; or*
- *use of or reliance on any content displayed on my site.*
- *If you are a business user, please note that in particular, I 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; or*
- *any indirect or consequential loss or damage.*

If you are a consumer user, please note that I only provide my site for domestic and private use. You agree not to use my site for any commercial or business purposes, and I have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

I 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 my site or to your downloading of any content on it, or on any Website linked to it.

I assume no responsibility for the content of Websites linked on my site. Such links should not be interpreted as endorsement by us of those linked Websites. I will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in my Terms and conditions of supply [TERMS AND CONDITIONS OF SUPPLY](#).

UPLOADING CONTENT TO MY SITE

Whenever you make use of a feature that allows you to upload content to my site, or to make contact with other users of my site, you must comply with the content standards set out in my Acceptable Use Policy [ACCEPTABLE USE POLICY](#).

You warrant that any such contribution does comply with those standards, and you will be liable to me and indemnify me for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage I suffer as a result of your breach of warranty.

Any content you upload to my site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant me a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you licence).

I also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to my site constitutes a violation of their intellectual property rights, or of their right to privacy.

I will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of my site.

I have the right to remove any posting you make on my site if, in my opinion, your post does not comply with the content standards set out in my Acceptable Use Policy [ACCEPTABLE USE POLICY](#).

The views expressed by other users on my site do not represent my views or values.

You are solely responsible for securing and backing up your content.



RIGHTS YOU LICENCE

When you upload or post content to my site, you grant the following licenses:

- A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by my site and across different media and to promote the site or services; and
- A worldwide, non-exclusive, royalty-free, transferable licence to allow third parties to use the content for their purposes.

I will only ever use your materials to carry out your instructions to us - unless, very exceptionally, a court or other regulator orders us to disclose them.

VIRUSES

I do not guarantee that my 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 my site. You should use your own virus protection software.

You must not misuse my 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 my site, the server on which my site is stored or any server, computer or database connected to my site. You must not attack my 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. I will report any such breach to the relevant law enforcement authorities and I will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use my site will cease immediately.

LINKING TO MY SITE

You may link to my home page, provided you do so in a way that is fair and legal and does not damage my reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on my part where none exists.

You must not establish a link to my site in any Website that is not owned by you.

My site must not be framed on any other site, nor may you create a link to any part of my site other than the home page.

I reserve the right to withdraw linking permission without notice.

The Website in which you are linking must comply in all respects with the content standards set out in my Acceptable Use Policy [ACCEPTABLE USE POLICY](#).

If you wish to make any use of content on my site other than that set out above, please contact kmvirtuala@outlook.com.



THIRD PARTY LINKS AND RESOURCES IN MY SITE

Where my site contains links to other sites and resources provided by third parties, these links are provided for your information only.

I have no control over the contents of those sites or resources.

APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and I both agree to that the courts of England and Wales will have non-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.

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

CONTACT ME

To contact me, please email kmvirtuala@outlook.com

Thank you for visiting my site.

Markel Law owns the copyright in this document. You must not use this document in any way that infringes the intellectual property rights in it. You may download and print this document which you may then use, copy or reproduce for your own internal non-profit making purposes. However, under no circumstances are you permitted to use, copy or reproduce this document with a view to profit or gain. In addition, you must not sell or distribute this document to third parties who are not members of your organisation, whether for monetary payment or otherwise.

This document is intended to serve as general guidance only and does not constitute legal advice. The application and impact of laws can vary widely based on the specific facts involved.

This document should not be used as a substitute for consultation with professional legal or other competent advisers. Before making any decision or taking any action, you should consult a Markel Law professional. In no circumstances will Markel Law LLP, or any company within the Markel Group be liable for any decision made or action taken in reliance on the information contained within this document or for any consequential, special or similar damages, even if advised of the possibility of such damages.