

The Dev and Test Guys Ltd – Terms and Conditions

1) OBJECT AND ACCEPTANCE

These Terms and Conditions (the “Terms and Conditions”) govern the use of (including access to) the website, WWW.TDATG.Com operated by The Dev and Test Guys Limited, (hereinafter referred to as, “we” or “us”) including the content made available through this website (the “Website”)

Any person who accesses the Website (“you”) hereby accepts these Terms and Conditions in force at the time of your visit to the Website and agrees to abide by such Terms and Conditions. These Terms and Conditions may be varied from time to time, and your use of this Website is subject to the current Terms and Conditions as of the date of your use of the website. Please check these Terms and Conditions regularly to ensure you agree to them. If you do not agree to them, please refrain from using the Website.

The content we make available to you through the Website (the “Content”) may be governed by special conditions (“Special Conditions”) which you accept each time you access such Content. In the event of a conflict or inconsistency between these Terms and Conditions and any Special Conditions, the Special Conditions will prevail over these Terms and Conditions. Each time you access the Website and its Content, you accept these Terms and Conditions and any Special Conditions applicable to that Content

The Website does not constitute or purport to constitute a source of advice or a means to establish a business relationship of any kind between you and us.

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Content we provide on the Website without notice. From time to time, we may restrict access to some parts of the Website, or the entire Website.

We are not under any duty to make the Website available and will not be liable if for any reason the Website is unavailable, totally or partially, at any time or for any period.

There is an index below, so you can go straight to the bits you want if you prefer.

2) USE OF THIS WEBSITE

You acknowledge and voluntarily and expressly accept that your use of the Website is made under your sole and exclusive responsibility.

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

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and

you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions.

By accessing the Website you agree that you will not perform any acts that may damage our image, interests or rights, or that may damage, render useless or overload the Website, or that may impede, in any way, the normal use of the Website by other visitors.

We implement reasonable security measures which are adequate to detect the existence of viruses. Nevertheless, you must be aware that the existing security measures for computer systems on the internet are not entirely trustworthy and that, therefore, we cannot guarantee the non-existence of viruses or any other elements that may cause alterations to your computer systems (hardware and software) or to your data and files contained in your systems.

3) CONTENT

We shall not be under any duty to check the accuracy of the Content, and do not guarantee the usefulness, preciseness, completeness or relevance of the Content and/or that such Content is up to date. We expressly exclude any and all liability for errors or omissions with respect to the Content and the Website, save to the extent that such liability arises from our fraud or fraudulent misrepresentation or from any death or personal injury that arises due to our negligence.

The inclusion of the Content on the Website does not in any way constitute the provision of staffing services or any other kind of services. The Dev and Test Guys Ltd expressly exclude any and all kind of liability for decisions made by you based on the Content.

4) INTELLECTUAL PROPERTY RIGHTS

All Content on the Website is either owned by The Dev and Test Guys Ltd or is licensed for use by us. Everything you see or read on the Website (such as images, photographs, illustrations, texts, video clips and other materials) is protected worldwide by copyright, design, trademark, and other intellectual property laws. You must at all times respect all intellectual property rights on the Website and the Content, whether owned by us or a third party. You must not obtain or attempt to obtain any of the Content by means or procedures other than those which have been made available to you by the Website.

In no event will these Terms and Conditions or your use of the Website grant you any intellectual property rights on the Website or the Content other than those set out herein or in any Special Conditions. You are therefore expressly prohibited to carry out any reproduction, transformation, distribution or public communication of, or to make available, extract, reuse, resend or in any other way use, by any means or procedure, any parts of the Website or the Content, except as allowed by these Terms and Conditions or any relevant Special Conditions, or when you are allowed to do so by applicable law, or when explicit authorisation has been provided by the holder of the relevant rights.

5) LINKS AND LINKING

Links to other websites operated by third parties not affiliated to us may be indicated on the Website. The inclusion of any link to such third-party sites does not imply endorsement by us of those sites, and we do not accept any responsibility for any third-party website linked to or from this Website. We have not reviewed all the sites linked to the Website and we are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Website. Following any link to any other off-site page or third-party site is at your own risk. Any linking to the Website from a third-party website requires our prior written authorisation.

6) PERSONAL INFORMATION

The collection and the use of your personal information are governed by our Privacy Policy which is a separate document and is accessible from WWW.TDATG.Com.

7) NO WARRANTIES, LIMITATION OF LIABILITY

To the extent permitted by applicable law, we do not warrant or represent that the Website and/or the Content is 100% accurate, complete, error-free or reliable or that use of the Website and/or the Content will not infringe rights of third parties. To the extent permitted by applicable law, we do not warrant or represent that the functional aspects of the Website and/or the Content will be error free or that the servers that make it available are free of viruses or other harmful components. Use of the Website and/or the Content is at your risk, and everything on the Website is provided to you “as is” and “as available” without warranty of any kind, either expressed or implied. To the extent permitted by applicable law, we will not be liable for any loss arising out of or in connection with the use of the Website or the Content, whether direct or indirect, incidental, consequential or otherwise. For example, we disclaim any and all liability for loss of use, interruption of business, lost profits or lost data, regardless of the form of action.

8) GOVERNING LAW AND JURISDICTION

These Terms and Conditions and all issues regarding this Website and its Content are governed by English law, and shall be subject to the exclusive jurisdiction of the ordinary courts of England and Wales

9) AMENDMENTS

These Terms and Conditions may be varied from time to time and your use of this Website is subject to the then current terms each time you access the Website and its Content. Please check these Terms and Conditions regularly to ensure you are familiar with them.

10) CONTACT

Questions, comments and requests regarding these Terms including anything to do with your personal data and data protection, including to make a subject access request, please contact us via:

Email address: Info@TDATG.Com

Postal Address: 71-75 Shelton Street, London WC2H 9JQ, United Kingdom.