
SUBSCRIPTION TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Web Site and My Tech Spec Limited, the owner(s) of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, payment information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“Free Content”	means any Content that is accessible without the payment of a Subscription Fee;
“Learning Establishment”	means any provider of education to persons of any age including, but not limited to, schools, colleges, universities and professional / adult education providers;
“My Tech Spec”	means My Tech Spec Limited
“Paid Content”	means Content accessible only upon the creation of an Account and the payment of a Subscription Fee;
“Service”	means collectively any online facilities, tools, services or information that My Tech Spec Limited makes available through the Web Site either now or in the future;
“Subscription Fee”	means the sum of money paid by Users at My Tech Spec Limited intervals to keep their Account active and to enable them to access Paid Content;
“Subscription Period”	means the period for which a subscription has been purchased and may refer to One Year.
“System”	means any online communications infrastructure that My Tech Spec Limited makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“User” / “Users” means any third party that accesses the Web Site and is not employed by My Tech Spec Limited and acting in the course of their employment; and

“Web Site” means the website that you are currently using (www.mytechspec.co.uk) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. Intellectual Property

- 2.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of My Tech Spec Limited, or our affiliates. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2 Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 or those detailed in Clauses 3 and 4 of these Terms and Conditions apply.

3. Use of Free Content

You may print, reproduce, copy, distribute, store or in any other fashion re-use Free Content from the Web Site for personal or educational purposes only unless otherwise indicated on the Web Site or unless given express written permission to do so by My Tech Spec Limited. Specifically you agree that:

- 3.1 You will not use the Free Content of the Web Site for commercial purposes unless given express written permission to do so by My Tech Spec Limited.
- 3.2 You will not systematically copy Free Content from the Web Site with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by My Tech Spec Limited.
- 3.3 You may, as a student of a recognised Learning Establishment, use the Free Content of the Web Site for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment.
- 3.4 Employees of Learning Establishments may use the Free Content of the Website for teaching purposes subject to the following conditions:
- 3.4.1 no further consent is required for use in not-for-profit Learning Establishments. This may include, but is not limited to, schools that charge no fees for tuition; and
- 3.4.2 for use in profit-making Learning Establishments, prior written consent is required. This may include, but is not limited to, private schools charging fees, universities and adult education providers.

4. Use of Paid Content

- 4.1 Payment of a Subscription Fee grants you a licence to use all Paid Content on the Web Site for the duration of your subscription. You may use such Content

in the following ways:

- 4.1.1 for personal purposes; or
- 4.1.2 as a student only, for educational purposes
- 4.2 Commercial use of Paid Content is not permitted under the terms of a normal subscription. Please contact My Tech Spec Limited for details of Commercial level subscriptions and the accompanying Terms and Conditions.
- 4.3 Employees of Learning Establishments are not permitted to use Paid Content for teaching purposes under the terms of a normal subscription. Please contact My Tech Spec Limited for details of Education level subscriptions and the accompanying Terms and Conditions.
- 4.4 Under such a licence, you agree that:
 - 4.4.1 you will not use the Paid Content of the Web Site for commercial purposes unless given express written permission to do so by My Tech Spec Limited;
 - 4.4.2 you will not systematically copy Paid Content from the Web Site with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by My Tech Spec Limited; and
 - 4.4.3 you may, as a student of a recognised Learning Establishment, use the Paid Content of the Web Site for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment.

5. **Third Party Intellectual Property**

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clauses 3 and 4 of these Terms and Conditions to use Content from the Web Site. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

6. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of My Tech Spec Limited or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

7. **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.mytechspec.co.uk without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of My Tech Spec Limited. To find out more please contact us by email at info@mytechspec.co.uk.

8. **Use of Communications Facilities**

- 8.1 When given using the Forum or Freelance Subscription and / or any other

System on the Web Site you should do so in accordance with the following rules:

- 8.1.1 you must not use obscene or vulgar language;
 - 8.1.2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
 - 8.1.3 you must not submit Content that is intended to promote or incite violence;
 - 8.1.4 it is advised that posts on message boards, chat facilities or similar and communications with My Tech Spec Limited are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;
 - 8.1.5 you must not post links to other web sites containing any of the above types of Content;
 - 8.1.6 the means by which you identify yourself must not violate these terms of use or any applicable laws;
 - 8.1.7 you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
 - 8.1.8 you must not impersonate other people, particularly employees and representatives of My Tech Spec Limited or our affiliates; and
 - 8.1.9 you must not use our System for unauthorised mass-communication such as "spam" or "junk mail";
- 8.2 You acknowledge that My Tech Spec Limited reserves the right to monitor any and all communications made to us or using our System.

9. **Accounts**

- 9.1 In order to access Paid Content on this Web Site and to use the Freelancer Subscription facilities you are required to create an Account which will contain certain personal details which may vary based upon the type of Account that you choose. By continuing to use this Web Site you represent and warrant that:
- 9.1.1 all information you submit is accurate and truthful; and
 - 9.1.2 you will keep this information accurate and up-to-date.
- Your creation of an Account is further affirmation of your representation and warranty.
- 9.2 Sharing of accounts is not permitted unless expressly authorised in writing by My Tech Spec Limited. You are required to keep your Account details confidential and must not reveal your Username and Password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 9.3 When choosing your Username you are required to adhere to the terms set out above in Clause 8. Any failure to do so could result in the suspension and/or deletion of your Account.

10. **Subscriptions**

- 10.1 Subscription charges commence on the date that you activate your

subscription (unless opened through a promotional offer). Your credit / debit card will be billed on activation and annually thereafter.

- 10.2 Your first payment will be at the price advertised on the Web Site. My Tech Spec Limited reserve the right to change Subscription Fees from time to time and any such changes may affect your subscription rate:
 - 10.2.1 increases in price will be reflected in your subscription on the date of the immediately subsequent renewal; and
 - 10.2.2 decreases in price will be reflected in your subscription on the date of the immediately subsequent renewal.
- 10.3 If you terminate your subscription or account you will continue to have access to the Paid Content for the remainder of the Subscription Period you are currently in up until the renewal date whereupon access will cease unless you choose to pay the Subscription Fee and reactivate your subscription.
- 10.4 If you wish to terminate your account you must inform My Tech Spec no less than one calendar month before you next payment date.
- 10.5 If you subscribe through a promotional offer giving free usage for a predefined length of time, you must inform My Tech Spec Limited no later than one calendar month before your free usage is finished should you wish to cancel your membership. After your free usage is finished you will be charged the standard membership rate.

Termination

- 10.6 Either My Tech Spec Limited or you may terminate your account and (where relevant) your subscription. If My Tech Spec Limited terminates your Account or subscription, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 10.7 If My Tech Spec Limited terminates your account as a result of your breach of these Terms and Conditions you will not be entitled to any refund.
- 10.8 If My Tech Spec Limited terminates your account or subscription for any other reason, you will be refunded any remaining balance of your Subscription Fee. Such a refund will be calculated based upon the fee being divided by the number of days in the applicable Subscription Period and multiplied by the number of days remaining until the end of the Subscription Period.
- 10.9 If My Tech Spec Limited terminates your account or subscription, you will cease to have access to Paid Content from the date of termination.
- 10.10 If you terminate your account or subscription, you will continue to have access to Paid Content for the remainder of your subscription period as per Clause 10.3.

11. Privacy

Use of the Web Site is also governed by our [Privacy Policy](#) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

12. Disclaimers

- 12.1 My Tech Spec Limited makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that

it will be compatible with all systems, or that it will be secure.

- 12.2 Whilst every reasonable endeavour has been made to ensure that all information provided on this Web Site will be accurate and up to date, My Tech Spec Limited makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.
- 12.3 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.
- 12.4 The information on this Web Site is not designed with commercial purposes in mind. My Tech Spec Limited makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 12.5 Whilst every effort has been made to ensure that all descriptions of services available from My Tech Spec Limited correspond to the actual services available, My Tech Spec Limited is not responsible for any variations from these descriptions.

13. **Availability of the Web Site**

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

My Tech Spec Limited accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

14. **Limitation of Liability**

- 14.1 My Tech Spec Limited liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising out of our breach of these Terms and Conditions shall be limited to the value of a User’s current subscription. For all other direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein, to the maximum extent permitted by law, My Tech Spec Limited accepts no liability. Users should be aware that they use the Web Site and its Content at their own risk.
- 14.2 Nothing in these terms and conditions excludes or restricts My Tech Spec Limited’s liability for death or personal injury resulting from any negligence or fraud on the part of My Tech Spec Limited.
- 14.3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

15. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or

remedy contained herein, this shall not be construed as a waiver of that right or remedy.

16. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

17. Notices

All notices / communications shall be given by email to info@mytechspec.co.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

18. Law and Jurisdiction

These terms and conditions and the relationship between you and My Tech Spec Limited shall be governed by and construed in accordance with the Law of England and Wales and My Tech Spec Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

FORUM TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Web Site and My Tech Spec Limited, the owner(s) of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

19. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“My Tech Spec”	means My Tech Spec Limited;
“Service”	means collectively any online facilities, tools, services or information that My Tech Spec Limited makes available through the Web Site either now or in the future;
“System”	means any online communications infrastructure that My Tech Spec Limited makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Web Site and is not employed by My Tech Spec Limited and acting in the course of their employment; and
“Web Site”	means the website that you are currently using (www.mytechspec.co.uk) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

20. Intellectual Property

- 20.1 Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of My Tech Spec Limited, or our affiliates. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 20.2 Subject to Clause 4 of these Terms and Conditions you may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Web Site for personal purposes only unless otherwise indicated on the Web Site or unless given express written permission to do so by My Tech Spec Limited. Personal use includes, but is not limited to, recreational use, social use, and

use in education as a student or teacher. Specifically you agree that:

20.2.1 you will not use the Content of the Web Site for commercial purposes;
and

20.2.2 you will not systematically copy Content from the Web Site with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by My Tech Spec Limited.

21. **Third Party Intellectual Property**

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 2 of these Terms and Conditions to use Content from the Web Site. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

22. **Fair Use of Intellectual Property**

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

23. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of My Tech Spec Limited or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

24. **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.mytechspec.co.uk without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of My Tech Spec Limited. To find out more please contact us by email at info@mytechspec.co.uk

Use of Communications Facilities and Content Submission

24.1 When using the Forum and / or any other System and when submitting Content to the Web Site you should do so in accordance with the following rules:

24.1.1 you must not use obscene or vulgar language;

24.1.2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

24.1.3 you must not submit Content that is intended to promote or incite violence;

24.1.4 it is advised that posts on message boards, chat facilities or similar and communications with My Tech Spec Limited are made using the

- English language as we may be unable to respond to enquiries submitted in any other languages;
- 24.1.5 content submissions are required to be made using the English language. Content in any other language may be removed at our sole discretion;
 - 24.1.6 you must not post links to other web sites containing any of the above types of Content;
 - 24.1.7 the means by which you identify yourself must not violate these terms of use or any applicable laws;
 - 24.1.8 you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
 - 24.1.9 you must not impersonate other people, particularly employees and representatives of My Tech Spec Limited or our affiliates;
 - 24.1.10 you must not submit material that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and
 - 24.1.11 you must not use our System for unauthorised mass-communication such as "spam" or "junk mail".
- 24.2 You acknowledge that My Tech Spec Limited reserves the right to monitor any and all communications made to us or using our System.
 - 24.3 In order to use the Forum and any other communication facility that may be added in the future or to submit Content, you are required to submit certain personal details. By continuing to use this Web Site you represent and warrant that:
 - 24.3.1 any information you submit is accurate and truthful; and
 - 24.3.2 you will keep this information accurate and up-to-date.
 - 24.4 By submitting Content you warrant and represent that you are the author of such Content or that you have acquired all of the appropriate rights and / or permissions to use the Content in this fashion. Further, you waive all moral rights in the Content to be named as its author and grant My Tech Spec Limited a licence to modify the Content as necessary for its inclusion on the Web Site. My Tech Spec Limited accepts no responsibility or liability for any infringement of third party rights by such Content.
 - 24.5 Unless a User informs My Tech Spec Limited otherwise, in advance of posting, in writing, and My Tech Spec Limited agrees to any terms or restrictions, all Content submitted is for publication on the Website and other such uses as My Tech Spec Limited may deem appropriate under a royalty-free, perpetual basis.
 - 24.6 My Tech Spec Limited will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Content, nor for any errors or omissions in the Content. Use of and reliance upon such Content is entirely at your own risk.
 - 24.7 Content submitted by Users is not screened by My Tech Spec Limited prior to appearing online. We retain the right to exercise our sole discretion to remove or relocate any Content as we deem appropriate without the consent of the author. We shall be under no obligation to exercise such discretion. If you wish to enquire as to the removal of Content, please submit your query to

info@mytechspec.co.uk. This does not constitute an undertaking to explain our actions.

25. **Termination and Suspension**

In the event that any of the provisions of Sub-Clause 6.1, above, are not followed, My Tech Spec Limited reserves the right to suspend or terminate your access to the Service. Any Users banned in this way must not attempt to use the Website under any other name or by using the access credentials of another User, with or without the permission of that User.

26. **Privacy**

Use of the Web Site is also governed by our [Privacy Policy](#) which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.

27. **Disclaimers**

27.1 My Tech Spec Limited makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

27.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

27.3 The information on this Web Site is not designed with commercial purposes in mind. Commercial use of the Content of this Web Site is forbidden under Clause 2.2.1 of these Terms and Conditions. Any such use constitutes a breach of these Terms and Conditions and My Tech Spec Limited makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.

27.4 Whilst every effort has been made to ensure that all descriptions of services available from My Tech Spec Limited correspond to the actual services available, My Tech Spec Limited is not responsible for any variations from these descriptions.

28. **Availability of the Web Site**

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

My Tech Spec Limited accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

29. **Limitation of Liability**

29.1 To the maximum extent permitted by law, My Tech Spec Limited accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising

from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

29.2 Nothing in these terms and conditions excludes or restricts My Tech Spec Limited's liability for death or personal injury resulting from any negligence or fraud on the part of My Tech Spec Limited.

29.3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

30. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

31. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

32. **Notices**

All notices / communications shall be given to us by email to info@mytechspec.co.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

33. **Law and Jurisdiction**

These terms and conditions and the relationship between you and My Tech Spec Limited shall be governed by and construed in accordance with the Law of England and Wales and My Tech Spec Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

MY TECH SPEC TO CONSUMER TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Web Site and My Tech Spec Limited, the owner(s) of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to you indicating that your order has been fulfilled and is on its way to you.

34. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“My Tech Spec”	means My Tech Spec Limited
“Service”	means collectively any online facilities, tools, services or information that My Tech Spec Limited makes available through the Web Site either now or in the future;
“Services”	means the services available to you through this Web Site, specifically Freelancer Subscription, Job Advertisement and Training Course Advertisement ;
“Payment Information”	means any details required for the purchase of Services from this Web Site. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Purchase Information”	means collectively any orders, invoices, receipts or similar that may be in hard copy or electronic form;
“System”	means any online communications infrastructure that My Tech Spec Limited makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Web Site and is not employed by My Tech Spec Limited and acting in the course of their employment; and

“Web Site” means the website that you are currently using (www.mytechspec) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

35. Age Restrictions

Persons under the age of 18 should use this Web Site only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

36. Business Customers

These Terms and Conditions do not apply to customers procuring Services in the course of business.

37. Intellectual Property

37.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of My Tech Spec Limited, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

37.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by My Tech Spec Limited.

38. Third Party Intellectual Property

38.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

38.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

39. Fair Use of Intellectual Property

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

40. Links to Other Web Sites

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of My Tech Spec Limited or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

41. **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.mytechspec.co.uk without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of My Tech Spec Limited. To find out more please contact us by email at info@mytechspec.co.uk.

42. **Use of Communications Facilities**

42.1 When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:

42.1.1 You must not use obscene or vulgar language;

42.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

42.1.3 You must not submit Content that is intended to promote or incite violence;

42.1.4 It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;

42.1.5 The means by which you identify yourself must not violate these terms of use or any applicable laws;

42.1.6 You must not impersonate other people, particularly employees and representatives of My Tech Spec Limited or our affiliates; and

42.1.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".

42.2 You acknowledge that My Tech Spec Limited reserves the right to monitor any and all communications made to us or using our System.

43. **Accounts**

43.1 In order to procure Services on this Web Site and to use the Forum or Freelancer Subscription facilities you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Web Site as we may not require payment information until you wish to make a purchase. By continuing to use this Web Site you represent and warrant that:

43.1.1 all information you submit is accurate and truthful;

43.1.2 you have permission to submit Payment Information where permission may be required; and

43.1.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

43.2 It is recommended that you do not share your Account details, particularly your username and password. My Tech Spec Limited accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

43.3 If you have reason to believe that your Account details have been obtained by

another without consent, you should contact My Tech Spec Limited immediately to suspend your Account and cancel any unauthorised orders or payments that may be pending. Please be aware that orders or payments can only be cancelled up until provision of Services has commenced. In the event that an unauthorised provision commences prior to your notifying us of the unauthorised nature of the order or payment, My Tech Spec Limited accepts no liability or responsibility and you should make contact with the third party service provider detailed in the Purchase Information

- 43.4 When choosing your username you are required to adhere to the terms set out above in Clause 9. Any failure to do so could result in the suspension and/or deletion of your Account.

44. Termination and Cancellation

- 44.1 Either My Tech Spec Limited or you may terminate your Account. If My Tech Spec Limited terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 44.2 If My Tech Spec Limited terminates your Account, any current or pending orders or payments on your Account will be cancelled and provision of Services will not commence.
- 44.3 My Tech Spec Limited reserves the right to cancel orders or payments without stating reasons, for any reason prior to processing payment or commencing Services provision.
- 44.4 If orders or payments are cancelled for any reason prior to commencement of Services provision you will be refunded any monies paid in relation to those purchases.
- 44.5 If you terminate your Account any non-completed orders or payments will be cancelled and you will be refunded any monies paid in relation to those orders.
- 44.6 If you wish to terminate your account you must inform My Tech Spec no less than one calendar month before you next payment date.
- 44.7 If you subscribe through a promotional offer giving free usage for a predefined length of time, you must inform My Tech Spec Limited no later than one calendar month before your free usage is finished should you wish to cancel your membership. After your free usage is finished you will be charged the standard membership rate.

45. Services, Pricing and Availability

- 45.1 Whilst every effort has been made to ensure that all descriptions of Services available from My Tech Spec Limited correspond to the actual Services, My Tech Spec Limited is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 13.4 for incorrect Services.
- 45.2 Where appropriate, you may be required to select the required multiple orders.
- 45.3 My Tech Spec Limited does not represent or warrant that such Services will be available. Availability indications are provided on the Web Site.
- 45.4 All pricing information on the Web Site is correct at the time of going online. My Tech Spec Limited reserves the right to change prices and alter or remove

any special offers from time to time and as necessary. All pricing information is reviewed and updated every month.

45.5 In the event that prices are changed during the period between an order being placed for Services and My Tech Spec Limited processing that order and taking payment, provision of Services shall commence as per your order and you will be charged the original price.

45.6 All prices on the Web Site do not include VAT. My Tech Spec Limited's VAT number is 936 2224 33

46. **Provision of Services**

46.1 Provision of Services shall commence when full payment has been received or as otherwise detailed in the Terms & Conditions pertaining directly to those Services.

46.2 My Tech Spec Limited shall use its best endeavours to provide the Services with reasonable skill and care.

46.3 Provision of all Services shall be subject to the terms and conditions pertaining directly to those Services.

46.4 In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact us within 10 days to inform us of the mistake. My Tech Spec Limited will ensure that any necessary corrections to the Services provided are made within 7 working days.

46.5 My Tech Spec Limited reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Clause 13. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

46.5.1 Any use or enjoyment that you may have already derived from the Services;

46.5.2 Any characteristics of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of My Tech Spec Limited.

Such discretion to be exercised only within the confines of the law.

47. **Privacy**

Use of the Web Site is also governed by our [Privacy Policy](#) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

48. **Disclaimers**

48.1 My Tech Spec Limited makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.

48.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

48.3 No part of this Web Site is intended to constitute a contractual offer capable of

acceptance.

49. Changes to the Service and these Terms and Conditions

My Tech Spec Limited reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes. If My Tech Spec Limited is required to make any changes to Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

50. Availability of the Web Site

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

My Tech Spec Limited accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

51. Limitation of Liability

51.1 To the maximum extent permitted by law, My Tech Spec Limited accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

51.2 Nothing in these Terms and Conditions excludes or restricts My Tech Spec Limited’s liability for death or personal injury resulting from any negligence or fraud on the part of My Tech Spec Limited.

51.3 Nothing in these Terms and Conditions excludes or restricts My Tech Spec Limited’s liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the Web Site.

51.4 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

52. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

53. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

54. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@mytechspec.co.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

55. Law and Jurisdiction

These terms and conditions and the relationship between you and My Tech Spec Limited shall be governed by and construed in accordance with the Law of England and Wales and My Tech Spec Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

56. Liability

If you accept any work offered to you by a company who contacted you through your information posted on www.mytechspec.co.uk you agree and understand that the relationship is purely between you the employee and the employer. My Tech Spec Limited takes no responsibility for the employer or the employee / freelancer. You understand that My Tech Spec Limited is not an employment agency. My Tech Spec Limited is not responsible for any aspect of the work offered. My Tech Spec Limited is not responsible for any issues which arise including payment of wages.

My Tech Spec Limited is not responsible for any of the content posted by any of our company members and does not claim for that any of the information posted by our members to be correct.

My Tech Spec Limited is not responsible for the content posted by our users of the website. Although we do try to monitor the content, other people's information may be offensive, harmful or inaccurate.

Employers are solely responsible for their job postings. My Tech Spec Limited is not responsible for the content or accuracy of the posting to the actual job offered.

Companies are solely responsible for their Training Course postings. My Tech Spec Limited does not take any responsibility for the content or actual course content. Any discrepancies in the posted course information and the actual training course provided are not the responsibility of My Tech Spec Limited.

As a user you are responsible for your own postings and are responsible for the consequences of posting the material. By using any My Tech Spec Limited website you are agreeing not to post any of the following things: material that is copyrighted unless you own the copyright or have the permission of the owner of the copyright to post it, post any material that infringes on the intellectual property rights of others, post any material that others may find offensive, post material that is racist, sexist, offensive, harassing, sectarian, sexually explicit or vulgar, post material which contains any virus, Trojan worms or any other computer programmes that are intended to cause damage, interfere with any system or data.

BUSINESS TO BUSINESS TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Web Site and My Tech Spec Limited, the owner(s) of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. Your subscription or advertisement constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to you indicating that your subscription or advertisement has been fulfilled.

57. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“My Tech Spec”	means My Tech Spec Limited
“Service”	means collectively any online facilities, tools, services or information that My Tech Spec makes available through the Web Site either now or in the future;
“Services”	means the services available to you through this Web Site, specifically Freelancer Subscription; Purchase of Job Advertisement or Training Course Advertisement.
“Payment Information”	means any details required for the purchase of Services from this Web Site. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Purchase Information”	means collectively any orders, invoices, receipts or similar that may be in hard copy or electronic form;
“System”	means any online communications infrastructure that My Tech Spec Limited makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Web Site and is not employed by My Tech Spec Limited and acting in the course of their employment.

“Web Site” means the website that you are currently using (www.mytechspec.co.uk)

58. Business Customers

These Terms and Conditions apply to business customers only.

59. Intellectual Property

59.1 Subject to the exceptions in Clause 4 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of My Tech Spec Limited our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

59.2 Subject to Clause 5 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by My Tech Spec Limited

60. Third Party Intellectual Property

60.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

60.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

61. Fair Use of Intellectual Property

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

62. Links to Other Web Sites

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of My Tech Spec Limited or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

63. Links to this Web Site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.mytechspec.co.uk without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of My Tech Spec Limited. To find out more please contact us by email at info@mytechspec.co.uk.

64. Use of Communications Facilities

- 64.1 When using / submitting information to the Web Site you should do so in accordance with the following rules:
 - 64.1.1 You must not use obscene or vulgar language;
 - 64.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
 - 64.1.3 You must not submit Content that is intended to promote or incite violence;
 - 64.1.4 It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;
 - 64.1.5 The means by which you identify yourself must not violate these terms of use or any applicable laws;
 - 64.1.6 You must not impersonate other people, particularly employees and representatives of My Tech Spec Limited or our affiliates; and
 - 64.1.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".
- 64.2 You acknowledge that My Tech Spec Limited reserves the right to monitor any and all communications made to us or using our System.

65. Accounts

- 65.1 In order to procure Services on this Web Site and to use the Forum or Freelancer Subscription facilities you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Web Site as we may not require payment information until you wish to make a purchase. By continuing to use this Web Site you represent and warrant that:
 - 65.1.1 all information you submit is accurate and truthful;
 - 65.1.2 you have permission to submit Payment Information where permission may be required; and
 - 65.1.3 You will keep this information accurate and up-to-date.Your creation of an Account is further affirmation of your representation and warranty.
- 65.2 It is recommended that you do not share your Account details, particularly your username and password. My Tech Spec Limited accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 65.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact My Tech Spec Limited immediately to suspend your Account and cancel any unauthorised orders or payments that may be pending. Please be aware that orders or payments can only be cancelled up until provision of Services has commenced. In the event that an unauthorised provision commences prior to your notifying us of the unauthorised nature of the order or payment, My Tech Spec Limited accepts no liability or responsibility and you should make contact with the third party

service provider detailed in the Purchase Information

- 65.4 When choosing your username you are required to adhere to the terms set out above in Clause 8. Any failure to do so could result in the suspension and/or deletion of your Account.

66. Termination and Cancellation

- 66.1 Either My Tech Spec Limited or you may terminate your Account. If My Tech Spec Limited terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 66.2 If My Tech Spec Limited terminates your Account, any current or pending orders or payments on your Account will be cancelled and provision of Services will not commence.
- 66.3 My Tech Spec Limited reserves the right to cancel orders or payments without stating reasons, for any reason prior to processing payment or commencing Services provision.
- 66.4 If orders or payments are cancelled for any reason prior to commencement of Services provision you will be refunded any monies paid in relation to those purchases.
- 66.5 If you terminate your Account any non-completed orders or payments will be cancelled and you will be refunded any monies paid in relation to those orders.
- 66.6 If you wish to terminate your account you must inform My Tech Spec no less than one calendar month before your next payment date.
- 66.7 If you subscribe through a promotional offer giving free usage for a predefined length of time, you must inform My Tech Spec Limited no later than one calendar month before your free usage is finished should you wish to cancel your membership. After your free usage is finished you will be charged the standard membership rate.

67. Payment

- 67.1 Any and all monies are due for payment on completion of the order or on the dates, or intervals specified in that order as may be appropriate, unless alternative arrangements are agreed between the Purchaser and My Tech Spec Limited.

68. Services, Pricing and Availability

- 68.1 Whilst every effort has been made to ensure that all descriptions of Services available from My Tech Spec Limited correspond to the actual Services, My Tech Spec Limited is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 13.4 for incorrect Services.
- 68.2 Where appropriate, you may be required to select the required Multiple Services.
- 68.3 My Tech Spec Limited does not represent or warrant that such Services will be available. Availability indications are provided on the Web Site.
- 68.4 All pricing information on the Web Site is correct at the time of going online.

My Tech Spec Limited reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing information is reviewed and updated every month.

68.5 In the event that prices are changed during the period between an order being placed for Services and My Tech Spec Limited processing that order and taking payment, provision of Services shall commence as per your order and you will be charged the original price.

68.6 All prices on the Web Site do not include VAT. My Tech Spec Limited's VAT number is 936 2224 33.

69. **Provision of Services**

69.1 Provision of Services shall commence when full payment has been received or as otherwise detailed in the Terms & Conditions pertaining directly to those Services.

69.2 My Tech Spec Limited shall use its best endeavours to provide the Services with reasonable skill and care.

69.3 Provision of all Services shall be subject to the terms and conditions pertaining directly to those Services.

69.4 In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact us within 10 days to inform us of the mistake. My Tech Spec Limited will ensure that any necessary corrections to the Services provided are made within 7 working days.

69.5 My Tech Spec Limited reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Clause 13. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

69.5.1 Any use or enjoyment that you may have already derived from the Services;

69.5.2 Any characteristics of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of My Tech Spec Limited

Such discretion to be exercised only within the confines of the law.

70. **Privacy**

Use of the Web Site is also governed by our [Privacy Policy](#) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

71. **Disclaimers**

71.1 My Tech Spec Limited makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.

71.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

71.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

72. Changes to the Service and these Terms and Conditions

My Tech Spec Limited reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes. If My Tech Spec Limited is required to make any changes to Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

73. Availability of the Web Site

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

My Tech Spec Limited accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

74. Limitation of Liability

74.1 To the maximum extent permitted by law, My Tech Spec Limited accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

74.2 Nothing in these Terms and Conditions excludes or restricts My Tech Spec Limited’s liability for death or personal injury resulting from any negligence or fraud on the part of My Tech Spec Limited.

74.3 Nothing in these Terms and Conditions excludes or restricts My Tech Spec Limited’s liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the Web Site.

74.4 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

75. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

76. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

77. Notices

All notices / communications shall be given to us by email to info@mytechspec.co.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

78. Law and Jurisdiction

These terms and conditions and the relationship between you and My Tech Spec Limited shall be governed by and construed in accordance with the Law of England and Wales and My Tech Spec Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

23. Liability

If you choose to employ a Freelance Member that you have found through My Tech Spec Limited, you agree and understand that the relationship is purely between you the employer and the employee / freelancer. My Tech Spec Limited takes no responsibility for the employer or the employee / freelancer. You understand that My Tech Spec Limited is not an employment agency.

My Tech Spec Limited is not responsible for any of the content posted by any of our freelance members and does not claim for that any of the information posted by our members to be correct.

My Tech Spec is a website for companies to post job advertisements. My Tech Spec does not screen any of the applicants and does not act as an agency for any of the applicants. My Tech Spec does not claim that the applicants are who they say they are and does not claim any of the information that the applicant has put in their application or cv to be correct. My Tech Spec is not responsible for any of the actions of the applicants. You as a company agree not to hold My Tech Spec responsible for any job applicants, training course students or freelance staff that you have come into contact with through My Tech Spec Limited.

My Tech Spec Limited is not responsible for the content posted by our users of the website. Although we do try to monitor the content, other people's information may be offensive, harmful or inaccurate.

Employers are solely responsible for their job postings. My Tech Spec Limited is not responsible for the content or accuracy of the posting to the actual job.

Companies are solely responsible for their Training Course postings. My Tech Spec Limited does not take any responsibility for the content posted or actual course content. Any discrepancies in the posted course information and the actual training course provided are not the responsibility of My Tech Spec Limited.

As a user you are responsible for your own postings and are responsible for the consequences of posting the material. By using any My Tech Spec Limited website you re agreeing not to post any of the following things: material that is copyrighted unless you own the copyright or have the permission of the owner of the copyright to post it, post any material that infringes on the intellectual property rights of others, post any material that others may find offensive, post material that is racist, sexist, offensive, harassing, sectarian, sexually explicit or vulgar, post material which contains any virus, Trojan worms or any other computer programmes that are intended to cause damage or interfere with any system or data.

24. Posting Job Adverts and Training Course Adverts.

24.1 Only one job may be advertised per job post.

24.2 Only one training course may be advertised per training course post.