# Knowes Housing Association Ltd website.

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You undertake and warrant to us:

- not to use the material for any unlawful purpose
- not to make any use of the website so that the website is interrupted, damaged,
  rendered less efficient, or the functionality of the website is in any way impaired
- not to copy, reproduce, recompile, de-compile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit or in any other way exploit any part of the website
- not to use the website for the transmission or posting of any computer viruses or any material which, in our sole opinion, is defamatory, indecent, offensive or of an obscene or menacing character, or in such a way as to cause annoyance, inconvenience or needless anxiety to any person
- not to use the website in a manner which, in our sole opinion, amounts to a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright, confidentiality or privacy)
- not to use the website to transmit any material for the purposes of publicity, promotion and/or advertising on behalf of yourself or anyone else
- not to introduce any computer viruses, macro viruses, trojan horses, logic bombs, worms, harmful components, corrupted data or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to

surreptitiously intercept, access without authority or expropriate any system, data or personal information

- not to attack the website, for example, via a denial-of-service attack or a distributed denial-of-service attack
- should you have any right, claim or action against any other person arising out of the use of the website, you shall pursue such right, claim or action independently of, and without recourse to, us.

If you are provided with a user name and password or other appropriate security advice as part of our security procedures, you must treat such information as confidential and must not disclose it to any third party.

You agree to indemnify us for any loss, injury, damage costs or expenses arising directly or indirectly from any disclosure by you or unauthorised use of your user name and password or other appropriate security advice.

## Right of automatic suspension

We shall have the right to immediately suspend your access to the website if you commit a breach of these terms and conditions, and the right to remove any material that we, at our sole discretion, consider to be defamatory, or otherwise in breach of any of the above warranties.

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You will indemnify and defend us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of these terms and conditions or any use of the material or the website.

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You must not make the website or any part of it available as part of another website, whether by hyperlink framing on the internet or otherwise.

You must not make the website or any part of it appear on any other website as having a special relationship with that or any other website(s).

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If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of law then, to the extent and within the jurisdiction in which that term or condition is found to be illegal, invalid or unenforceable, it shall be severed and deleted and the remainder of the terms and conditions shall survive, remain in full force and effect, and shall continue to be binding and enforceable.