



WEBSITE TERMS AND CONDITIONS

These terms were most recently updated on 1 May 2020.

These terms tell you the rules for using our website www.symphoniagin.com (referred to in these terms as our “**site**”). A reference to “**you**” or “**your**” is a reference to the user of our site.

1. WHO WE ARE AND HOW TO CONTACT US

- a. We are Woodlab Distillery Limited and we are registered in Northern Ireland under company number ni649234 (referred to as “**we**”, “**us**” or “**our**”). Our registered office is at 14 Lisgobban Road, Benburb, Dungannon, BT71 7PT and our VAT number is 284025706.
- b. To contact us, please email sales@symphoniagin.com or call 07889769320

2. BY USING OUR SITE YOU ACCEPT THESE TERMS

- a. By using our 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, you must not use our site. We recommend that you print a copy of these terms for future reference.

3. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

- a. These terms of use refer to the following additional terms, which also apply to your use of our site:
 - i. [Our Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you warrant that all data provided by you is accurate.
 - ii. If you purchase products from our site as a consumer, our [Terms and Conditions of Sale](#) will apply to the sales.

4. WE MAY MAKE CHANGES TO THESE TERMS AND OUR SITE

- a. We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.
- b. We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

5. WE MAY SUSPEND OR WITHDRAW OUR SITE

- a. Our site is available free of charge.
- b. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.
- c. You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

6. You must keep your account details safe

- a. 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. You must not disclose it to any third party.
- b. 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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- c. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by email sales@symphoniagin.com or call 07889769320.

7. HOW YOU MAY USE MATERIAL ON OUR SITE

- a. We are the owner or the licensee of all intellectual property rights in our 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.
- b. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You agree not to:
 - i. modify the paper or digital copies of any materials you have printed off or downloaded in any way;

- ii. use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or
 - iii. use any part of the content on our site for commercial purposes without obtaining a licence to do so from us.
- c. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

8. ACCEPTABLE USE RESTRICTIONS

- a. You may only use our site for lawful purposes. You may not use our site:
- i. in any way that breaches any applicable local, national or international law or regulation;
 - ii. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - iii. for the purpose of harming or attempting to harm minors in any way;
 - iv. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - v. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- b. You also agree not to access without authority, interfere with, damage or disrupt any part of our site, any equipment or network on which our site is stored, any software used in the provision of our site or any equipment or network or software owned or used by any third party.
- c. Failure to comply with these acceptable use restrictions constitutes a material breach of these terms, upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
- i. immediate, temporary or permanent withdrawal of your right to use our site;
 - ii. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; or
 - iii. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- d. We exclude liability for actions taken in response to breaches of these acceptable use restrictions. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

9. DO NOT RELY ON INFORMATION ON THIS SITE

- a. The content on our site is provided for general information and (where you decided to buy products from us) e-commerce 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 our site.
- b. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

10. WE ARE NOT RESPONSIBLE FOR THE SITES WE LINK TO

- a. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. The links should not be interpreted as approval by us of those linked sites or information you may obtain from them.
- b. If you use these links, you leave our site. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not make any representations about them, or any material found there, or any orders that may be placed on them. If you decide to access any of the third party websites linked to the site, you do so entirely at your own risk.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- a. Whether you are a consumer or a business user:
 - i. we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation; and
 - ii. different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our terms and conditions. Our consumer terms and conditions and our business terms and conditions are available on request.
- b. If you are a business user:
 - i. we exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it;
 - ii. we will not be liable to you 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, our site; or
- use of or reliance on any content displayed on our site.

iii. In particular, we 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.

c. If you are a consumer user:

- please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity; and
- if defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

- [We are not responsible for viruses and you must not introduce them.](#)
- You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our 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. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

13. RULES ABOUT LINKING TO OUR SITE

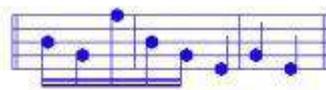
- a. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- b. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- c. You must not establish a link to our site in any site that is not owned by you.
- d. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- e. We reserve the right to withdraw linking permission without notice.
- f. If you wish to link to or make any use of content on our site other than that set out above, please contact sales@woodlabdistillery.com

14. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

- a. If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by Northern Irish law. You and we both agree that the courts of Northern Ireland will have exclusive jurisdiction.
- b. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the law of Northern Ireland. We both agree to the exclusive jurisdiction of the courts of Northern Ireland.

15. Our trade marks are registered

- a. The following are UK registered trade marks of Woodlab Distillery.



SYMPHONIA

HANDCRAFTED IRISH SPIRITS

- b. You are not permitted to use them, or any other registered trade marks owned by us, without our approval.
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