

The Mac Man Ltd - Website Conditions of Use

Ownership of Site; Agreement to Terms of Use

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The Mac Man reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, The Mac Man grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Content

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Your Use of the Site

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. The Mac Man reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Mac Man server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of The Mac Man, including any Mac Man account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or The Mac Man’s systems or networks, or any systems or networks connected to the Site or to The Mac Man.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to The Mac Man on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of The Mac Man or others.

Purchases; Other Terms and Conditions

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

The Mac Man's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

The Mac Man Ltd may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and The Mac Man makes no commitment to update the materials on the Site with respect to such products and services.

The following terms also govern and apply to your use of the Site, and they are incorporated herein by this reference:

- 1 Privacy policy
- 2 Webstore terms
- 3 Store terms
- 4 Refurbished item terms.

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

Accounts, Passwords and Security

Certain features or services offered on or through the Site may require you to open an account. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify The Mac Man immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by The Mac Man or any other user of or visitor to the Site due to someone else using your Mac Man, password or account.

You may not use anyone else's account at any time without the express permission and consent of the holder of that password or account. The Mac Man cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

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The Mac Man Ltd Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. To view The Mac Man's Privacy Policy, [click here](#). Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

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The Mac Man reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will The Mac Man be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if The Mac Man has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, The Mac Man is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, The Mac Man's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against The Mac Man (but not including the purchase price for any hardware or software products or any services, or (2) £100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold The Mac Man, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against The Mac Man by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

The Mac Man may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) The Mac Man's rights or property, or the rights or property of visitors to or users of the Site, including The Mac Man's customers. The Mac Man reserves the right at all times to disclose any information that The Mac Man deems necessary to comply with any applicable law, regulation, legal process or governmental request. The Mac Man also may disclose your information when The Mac Man determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that The Mac Man may preserve any transmittal or communication by you with The Mac Man through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or The Mac Man determines that such preservation or disclosure is

reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of The Mac Man, its employees, users of or visitors to the Site, and the public.

You agree that The Mac Man may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to The Mac Man, for which monetary damages would be inadequate, and you consent to The Mac Man obtaining any injunctive or equitable relief that The Mac Man deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies The Mac Man may have at law or in equity.

You agree that The Mac Man may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If The Mac Man does take any legal action against you as a result of your violation of these Terms of Use, The Mac Man will be entitled to recover from you, and you agree to pay, all reasonable solicitor fees and costs of such action, in addition to any other relief granted to The Mac Man. You agree that The Mac Man will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United Kingdom. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between The Mac Man and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Void Where Prohibited

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Feedback and Information

Any feedback you provide at this site shall be deemed to be non-confidential. The Mac Man shall be free to use such information on an unrestricted basis.

The information contained in this web site is subject to change without notice.

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