



## **Landscape Terms of Service and Disclaimer of Liability**

Landscape is a service provided by TMP Public C.I.C., company number 11722314 (the “Service Provider”). By using Landscape (the “Service”) you (the “User”) agrees to be bound by these Terms of Service and Disclaimer of Liability (collectively, the “Terms”) and any future updates.

### **1. Usage**

- 1.1. The Service Provider provides the User with the Service to be used for guidance and informational purposes only. The Service is used at the User’s sole risk. Actual conditions may differ from those indicated by the information provided by the Service.
- 1.2. In order to use the Service, the User must register for an account. This account and the User’s access to the Service may be suspended at any time and for any reason by the Service Provider.

### **2. Third-Party Content**

- 2.1. The Service incorporates content, data and information from third-party sources. This third-party content, data and information may include data from sources which carry their own license and restrictions. The User should review the underlying datasets’ metadata to understand and ensure compliance with these restrictions.
- 2.2. Any reference to third-party names is for appropriate acknowledgement of their ownership and does not constitute a sponsorship or endorsement of the Service by such owner.
- 2.3. The Service Provider does not commit to reviewing all content to guarantee accuracy and the User should not rely upon the Service Provider to do so.

### **3. Copyright and Intellectual Property**

- 3.1. The Service Provider retains all copyright and intellectual property rights to the content provided by the Service (except where such content has been sourced from a third-party).
- 3.2. The content provided by the Service may not be sold, licensed or sublicensed, in whole or in part, for profit or any other commercial use. Any distribution of the content, in whole or in part, in any form or manner, must clearly acknowledge the Service as the source of the content. Acknowledgement should include a statement that the content was provided by the Service, including a link to the Landscape website.

### **4. Disclaimer and Limitation of Liability**

- 4.1. The content within the Service does not constitute advice upon which the User should solely rely. The Service should be used for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to the information or guidance provided by the Service.

- 4.2. Insofar as is permitted by law, the Service Provider makes no representation, warranty or guarantee that the Service or its content:
- 4.2.1. will be error complete, error-free, accurate, up-to-date or provided without interruption;
  - 4.2.2. is suitable for use in commercial situations;
  - 4.2.3. will meet the User's requirements;
  - 4.2.4. will not infringe the rights of third parties;
  - 4.2.5. will be compatible with all software and hardware; and
  - 4.2.6. will be secure.
- 4.3. Neither the Service Provider nor any employee of the Service Provider will be liable for any direct, indirect or consequential loss (howsoever caused, including through negligence and gross negligence) occasioned to any persons and legal entities acting on or refraining from action as a result of any data or information gathered using the Service or its contents.
- 4.4. Where any applicable law does not allow the limitation of liability as described in the above clause 4.3, the Service Provider's total liability to you for all damages, loss and causes of action (whether in contract or in tort, including negligence and gross negligence) shall not exceed 1 USD.

## **5. Additional Terms**

- 5.1. The Service Provider reserves the right to modify these Terms at any time. All changes are effective immediately upon posting them on the Service website. Your continued use of the Service after any such changes constitutes your binding acceptance of the updated Terms.
- 5.2. If any particular provision of these Terms is found to be enforceable, the enforceability of any other provision of the Terms will not be affected.
- 5.3. These Terms consist of the entire agreement between the Service Provider and the User regarding the Service and its contents.
- 5.4. Should a legal relationship result between the Service Provider and User from using this Service, this will be subject to the jurisdiction of England and Wales.