

Terms and Conditions

Effective Date: January 1, 2024.

Introduction

These terms and conditions are a binding contract between Hori Systems Limited (“we,” “us” or “our”), which governs your use of this website. By accessing, browsing or using this website, you acknowledge that you have read, understood and agreed to be bound by these terms and conditions in full, which includes our [Privacy Policy](#), which is incorporated into these terms and conditions. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

Minimum Age Requirement

This website is intended for use by persons who are at least 18 years old, or the legal age required to form a binding contract in your jurisdiction if that age is greater than 18. By using this website, you represent and warrant that you are at least 18 years old and of legal age to form a binding contract. If you are under 18, you may use the website only with the permission and involvement of a parent or legal guardian.

License to Use Website

Unless otherwise stated, Hori Systems Limited, and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website, except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organization.

Acceptable Use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without the express written consent of Hori Systems Limited, which consent may be withheld arbitrarily for any reason.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Hori Systems Limited express written consent.

Restricted Access

Access to certain areas of this website is restricted. Hori Systems Limited reserves the right to restrict access to other areas of this website, or indeed this entire website, at our discretion.

If Hori Systems Limited provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Hori Systems Limited may disable your user ID and password in our sole discretion without notice or explanation.

User Content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website or send to use electronically by any other means (e.g., by e-mail), for whatever purpose.

Subject to the terms of our Privacy Policy, which is incorporated into these terms and conditions, you grant to Hori Systems Limited a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Hori Systems Limited the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you Hori Systems Limited or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Hori Systems Limited reserves the right to edit or remove any material submitted to this website, or stored on Hori Systems Limited servers, or hosted or published upon this website.

Notwithstanding Hori Systems Limited, rights under these terms and conditions in relation to user content, Hori Systems Limited does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No Warranties

This website is provided “as is” without any representations or warranties, express or implied. Hori Systems Limited makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Hori Systems Limited does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of Liability

Hori Systems Limited will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Hori Systems Limited has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Hori Systems Limited liability in respect of any:

- death or personal injury caused by negligence on the part of Hori Systems Limited;
- fraud or fraudulent misrepresentation on the part of Hori Systems Limited; or

- matter which it would be illegal or unlawful for Hori Systems Limited to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other Parties

You accept that, as a limited liability entity, Hori Systems Limited has an interest in limiting the personal liability of its members, officers and employees. You agree that you will not bring any claim personally against Hori Systems Limited members, officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Hori Systems Limited members, officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Hori Systems Limited.

Unenforceable Provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Hori Systems Limited and undertake to keep Hori Systems Limited indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Hori Systems Limited to a third party in settlement of a claim or dispute on the advice of Hori Systems Limited legal advisers) incurred or suffered by Hori Systems Limited arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of Terms and Conditions

Without prejudice to Hori Systems Limited other rights under these terms and conditions, if you breach these terms and conditions in any way, Hori Systems Limited may take such action as Hori Systems Limited deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Hori Systems Limited may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and

conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Hori Systems Limited may transfer, sub-contract or otherwise deal with Hori Systems Limited rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire Agreement

These terms and conditions, together with our [Privacy Policy](#) constitute the entire agreement between you and Hori Systems Limited in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and Jurisdiction

These terms and conditions and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to any aspect of this website will be governed by and construed in accordance with the laws of the United Kingdom, without regard to any conflicts of laws principles that would result in the application of the law of a different jurisdiction. Any disputes regarding such claims or arising under or related in any way to these terms and conditions or the website shall be heard exclusively in the appropriate forum in the United Kingdom. You and Hori Systems Limited agree to submit to the personal and exclusive jurisdiction of the courts located within the United Kingdom. You hereby waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by the United Kingdom.

Notices

Except as otherwise provided in these terms and conditions, we will give you any notices by posting them on this website, and you agree that such posting will constitute effective notice. You authorize Hori Systems Limited to send notices (including without limitation notice of subpoenas or other legal process, if any) via e-mail as well if Hori Systems Limited decides, in its sole discretion, to do so. You agree to keep your postal address and e-mail address current and that notice provided by Hori Systems Limited to the postal address or e-mail address that you have most recently provided will constitute effective notice. Hori Systems Limited's postal address for legal notices is:

Hori Systems Limited

27 Old Gloucester Street

London

WC1N 3AX

United Kingdom

You agree to electronic communication for all of your transactions and communication with Hori Systems Limited and this website. You agree that all postings, notices, disclosures, or other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.

You may also contact us with any questions or concerns at [e-mail](#).