

# WEBSITE TERMS & CONDITIONS








**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

<b>What's in these terms?</b>	These terms tell you the rules for using our website <a href="http://www.midfix.co.uk">www.midfix.co.uk</a> , including academy, <a href="http://midfix.co.uk">midfix.co.uk</a> and <a href="http://dynamx.midfix.co.uk">dynamx.midfix.co.uk</a> (the sites).
<b>Who we are and how to contact us</b>	<p>The sites are operated by Midland Fixings Ltd t/a MIDFIX ("we", "us", "our"). We are registered in England and Wales under company number 09421981 and have our registered office at The Parrs Lilac Grove, Beeston, Nottingham, United Kingdom, NG9 1PJ. Our VAT number is 207 7216 23.</p> <p>To contact us, please email <a href="mailto:marketing@midfix.co.uk">marketing@midfix.co.uk</a> or telephone our customer service line on 0115 922 1585.</p>
<b>By using the sites you accept these terms</b>	<p>By using the sites, you confirm that you accept these terms of use and that you agree to comply with them.</p> <p>If you do not agree to these terms, you must not use the sites.</p> <p>We recommend that you print a copy of these terms for future reference.</p>
<b>There are other terms that may apply to you</b>	<p>Our Privacy Policy which can be accessed here, including information on our use of cookies, also applies to your use of the sites.</p> <p>If you purchase goods or services from us, our Terms and Conditions of Sale which can be accessed here, will apply to such sales.</p>
<b>We may make changes to these terms and the sites</b>	<p>We amend these terms from time to time. Every time you wish to use the sites, please check these terms to ensure you understand the terms that apply at that time.</p> <p>We may update and change the sites from time to time for any reason, including to reflect changes to our products, our users' needs and our business priorities.</p>
<b>We may suspend or withdraw the sites</b>	<p>We do not guarantee that the sites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the sites for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.</p> <p>You are also responsible for ensuring that all persons who access the sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.</p>
<b>We may transfer this agreement to someone else</b>	We may transfer our rights and obligations under these terms to another organisation.
<b>The sites are only for users in the UK</b>	The sites are directed to persons within the United Kingdom. We do not represent that content available on or through the sites is appropriate for use or available in other locations.
<b>You must keep your account details safe</b>	<p>If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our sign up or security procedures (including in relation to our MIDFIX Academy or DynaMX online accounts), you must treat such information as confidential. You must not disclose it to any third party.</p> <p>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.</p> <p>If you know or suspect that anyone other than you has access to your user identification code or password, you must promptly notify us at <a href="mailto:marketing@midfix.co.uk">marketing@midfix.co.uk</a>.</p>
<b>How you may use material on the sites</b>	<p>We are the owner or the licensee of all intellectual property rights in the sites, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.</p> <p>You may print off one copy, and may download extracts, of any page(s) from the sites for your personal use and you may draw the attention of others within your organisation to content posted on the sites.</p> <p>You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.</p>

	<p>Our status (and that of any identified contributors) as the authors of content on the sites must always be acknowledged (except where the content is user-generated).</p> <p>You must not use any part of the content on the sites for commercial purposes without obtaining a licence to do so from us or our licensors.</p> <p>If you print off, copy, download, share or repost any part of the sites in breach of these terms of use, your right to use the sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.</p>
<b>No text or data mining, or web scraping</b>	<p>You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the sites or any services provided via, or in relation to, the sites. This includes using (or permitting, authorising or attempting the use of):</p> <p>Any “robot”, “bot”, “spider”, “scraper” or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.</p> <p>Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.</p> <p>The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).</p> <p>This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.</p> <p>This site and its content are only targeted to, and intended for use by, persons located in the UK (Permitted Territory). By continuing to access, view or make use of this site and any related content, you hereby warrant and represent to us that you are located in a Permitted Territory.</p>
<b>Do not rely on information on this site</b>	<p>The content on the sites is provided for general information 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 the sites.</p> <p>Although we make reasonable efforts to update the information on the sites, we make no representations, warranties or guarantees, whether express or implied, that the content on the sites is accurate, complete or up to date.</p>
<b>We are not responsible for websites we link to</b>	<p>Where the sites contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.</p> <p>We have no control over the contents of those sites or resources.</p>
<b>User-generated content is not approved by us</b>	<p>This website may include information and materials uploaded by other users of the site, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the sites do not represent our views or values.</p>
<b>How to complain about or report content</b>	<p>If you become aware of any material that is illegal, harmful or could comprise or be connected to child sexual abuse or exploitation or could comprise terrorist content or be connected to terrorism, please contact us immediately on <a href="mailto:marketing@midfix.co.uk">marketing@midfix.co.uk</a>. If you wish to complain about any other content, please contact us on <a href="mailto:marketing@midfix.co.uk">marketing@midfix.co.uk</a>.</p>
<b>Our responsibility for loss or damage suffered by you</b>	<ol style="list-style-type: none"> <li>1) 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.</li> <li>2) These limitations apply in a business to business context and the sites are intended for commercial business users only, not for consumers.</li> <li>3) We exclude all implied conditions, warranties, representations or other terms that may apply to the sites or any content on them.</li> </ol>

	<p>4) 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:</p> <p>a) use of, or inability to use, the sites; or</p> <p>b) use of or reliance on any content displayed on the sites.</p> <p>5) In particular, we will not be liable for:</p> <p>a) loss of profits, sales, business, or revenue;</p> <p>b) business interruption;</p> <p>c) loss of anticipated savings;</p> <p>d) loss of business opportunity, goodwill or reputation; or</p> <p>e) any indirect or consequential loss or damage.</p> <p>6) Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which are set out in our Terms and Conditions of Sale.</p>
<b>How we may use your personal information</b>	We will only use your personal information as set out in our Privacy Policy.
<b>Uploading content to the site</b>	<p>Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described below in Rights you are giving us to use material you upload.</p> <p>We also have the right to disclose your identity to any third party who is claiming that any content uploaded by you to the sites constitutes a violation of their intellectual property rights or of their right to privacy.</p> <p>If you wish to contact us in relation to content you have uploaded, please contact <a href="mailto:marketing@midfix.co.uk">marketing@midfix.co.uk</a>.</p>
<b>Rights you are giving us to use material you upload</b>	When you upload material to us or on the sites, you grant to us a worldwide, perpetual, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and, if applicable, perform that user-generated content in connection with the service provided by the sites and across different media.
<b>We are not responsible for viruses and you must not introduce them</b>	<p>We do not guarantee that the sites will be secure or free from bugs or viruses.</p> <p>You are responsible for configuring your information technology, computer programmes and platform to access the sites. You should use your own virus protection software.</p> <p>You must not misuse the sites 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 the sites, the server on which the sites are stored or any server, computer or database connected to the sites. You must not attack the sites 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 the sites will cease immediately.</p>
<b>Rules about linking to the sites</b>	<p>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.</p> <p>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.</p> <p>You must not establish a link to any of the sites in any website that is not owned by you.</p> <p>The sites must not be framed on any other site, nor may you create a link to any part of the sites other than the home page.</p> <p>We reserve the right to withdraw linking permission without notice.</p> <p>If you wish to link to or make any use of content on the sites other than that set out above, please contact <a href="mailto:marketing@midfix.co.uk">marketing@midfix.co.uk</a>.</p>

<b>Which country's laws apply to any disputes?</b>	These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales		
<b>Our trade marks are registered</b>	The logos listed below (and their registered variants) are UK registered trade marks of Midland Fixings Ltd. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under <i>How you may use material on the sites above</i> .		
	Figure	Number	File Date
		UK00003284250	22 January 2018
		UK00003287104	01 February 2018
		UK00003800784	20 June 2022
		UK00003800815	20 June 2022
		UK00003800960	20 June 2022

## SPECIFIC TERMS OF USE APPLICABLE TO THE DYNAMX TOOL

<b>Specific Terms</b>	<p>These terms shall govern access to and use of the Tool (defined below), in addition to our website terms of use set out above, as apply from time to time.</p> <p>We may amend these terms from time to time without notice.</p>
<b>Tool</b>	<p>The DynaMX online tool configurator operated by us and accessible here <a href="http://dynamx.midfix.co.uk">dynamx.midfix.co.uk</a> (and any subsequent versions as may be released).</p>
<b>Access to and use of the Tool</b>	<ol style="list-style-type: none"> <li>1. We shall provide access to the Tool for business users who have set-up an individual account via their company. We shall issue a unique link to each individual who shall be permitted to use the Tool, and provided that the user has accepted and complies with any terms of use and disclaimer during the sign up process and as may apply from time to time.</li> <li>2. We may update, change and remove the Tool from time to time.</li> <li>3. We do not guarantee that our website or any content on it, including the Tool, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website and/or the Tool for business and operational reasons.</li> <li>4. You are responsible for ensuring that all persons who access our website through your internet connection or otherwise are aware of these terms of use and other applicable terms and conditions, including any terms relating to the use of the Tool, and that they comply with them.</li> <li>5. You warrant and represent not to: <ol style="list-style-type: none"> <li>a) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Tool;</li> <li>b) copy, translate, merge, adapt, alter, modify or create derivative works from the Tool nor permit the Tool or any part of it to be combined with, or become incorporated in, any other programs;</li> <li>c) introduce into the Tool or onto our network and information systems any virus, worm, "back door," Trojan Horse, or similar harmful code;</li> <li>d) make the Tool available to anyone other than those persons who have been granted access by us;</li> <li>e) sell, resell, license, sublicense, distribute, make available (in any form), rent or lease the Tool;</li> <li>f) use the Tool in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously;</li> <li>g) infringe our intellectual property rights or those of any third party in relation to your use of Tool;</li> <li>h) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Tool;</li> <li>i) use the Tool in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and</li> <li>j) collect any information or data from the Tool or our systems or attempt to decipher any transmissions to or from the servers running the Tool.</li> </ol> </li> <li>6. We may immediately without notice restrict or terminate any access to you at any time.</li> </ol>

<b>Disclaimer</b>	<p>In using the Tool, you acknowledge and agree that:</p> <ol style="list-style-type: none"><li>1. the Tool is intended for use by competent, skilled and experienced professionals only and is not a substitute for obtaining professional design and/or structural engineering advice;</li><li>2. any configurations, reports, documents or other information or materials in any form created by the Tool ("Outputs") are based upon a set of user inputs and assumptions and exclusively for use with MIDFIX MX Channel System products. The Outputs do not cover every eventuality for the intended use by the user and accordingly the Outputs and any load calculations, assumptions, recommendations and supporting engineering evidence are provided on a non-reliance basis without warranty, guarantee or representation of any kind, express or implied, including but not limited to: (i) merchantability and fitness for a particular purpose or use; (ii) infringement of any third party rights; and (iii) accuracy or completeness;</li><li>3. to the extent that MIDFIX is requested to manufacture any channel systems or other products from any Outputs, they shall be treated as a specification supplied by you and it is your responsibility to confirm the accuracy of such specification, including any structural or load calculations; and</li><li>4. to the extent permitted by law:<ol style="list-style-type: none"><li>a. we shall not be liable for any losses, claims, damages, costs, expenses or other liability, whether in contract, tort (including negligence), misrepresentation or otherwise, arising out of or in connection with the Tool or any Outputs; and</li><li>b. we shall have no liability for any and all: (i) loss of use; (ii) lost profits or revenue; (iii) business loss; (iv) loss of goodwill or damage to reputation; or (v) indirect, special, economic or consequential damages.</li></ol></li></ol> <p>Nothing in this disclaimer is intended to exclude or limit liability for death or personal injury resulting from negligence.</p>
<b>Intellectual Property Rights</b>	<p>All rights, title and interest in the Tool and any Outputs shall remain our exclusive property and/or our licensors. You agree that your access to and use of the Tool and any Outputs shall not transfer ownership of, or create any licences (implied or otherwise), in any intellectual property rights in the Tool.</p>

**SPECIFIC TERMS OF USE APPLICABLE TO THE DYNAMX TOOL**

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**Chapter 1 Revision History**

Reason for Revision	Revision number	Revision Date	Approved By