

Website disclaimer

(1) Introduction

This disclaimer governs your use of our website; by using our website, you accept this disclaimer in full. If you disagree with any part of this disclaimer, you must not use our website.

(2) Intellectual property rights

Unless otherwise stated, we or our sources/contributors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

(3) Licence to use website

You may view, download for caching purposes only, and print pages [or [*OTHER CONTENT*]] from the website for your own personal use, subject to the restrictions below.

You:

- (a) may republish material from this website (including republication on another website); giving full acknowledgment of the source being used.
- (b) may not sell, rent or otherwise sub-license material from the website;
- (c) may show any material from the website in public;
- [(d) may not reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;]
- [(e) may not edit or otherwise modify any material on the website; or]
- [(f) may redistribute material from this website [except for content specifically and expressly made unavailable for redistribution]

(4) Limitations of warranties and liability

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Subject to this, our liability to you in relation to the use of our website or under or in connection with this disclaimer, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

- [(a) to the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature;]
- (b) we will not be liable for any consequential, indirect or special loss or damage;
- (c) we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information.

(5) Variation¹

We may revise this disclaimer from time-to-time. The revised disclaimer will apply to the use of our website from the date of the publication of the revised disclaimer on our website. Please check this page regularly to ensure you are familiar with the current version.

(6) Entire agreement

This disclaimer constitutes the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

(7) Law and jurisdiction²

This disclaimer will be governed by and construed in accordance with English³ law, and any disputes relating to this disclaimer will be subject to the [non-]exclusive⁴ jurisdiction of the courts of England and Wales.

(8) Our details

You can contact us by email to contact@iraq.li

This [disclaimer](#) is based on a precedent available at [Template Contracts](#) and [Website Law](#).⁵

¹ Changes to the notices will not be retrospectively effective.

² The questions of what law governs a contract, and where disputes relating to the contract may be litigated, are two distinct questions.

³ These terms of use have been drafted to comply with English law, and the governing law provision should not be changed without obtaining expert advice from a lawyer qualified in the appropriate jurisdiction. (NB in some circumstances the courts will apply provisions of their local law, such as local competition law or consumer protection law, irrespective of a choice of law clause specifying that a different law applies.)

⁴ Choose "non-exclusive" jurisdiction if you may want to enforce the terms of use against users outside England and Wales. Otherwise, choose "exclusive jurisdiction". (NB in some circumstances – particularly where you are contracting with a consumer - your jurisdiction clause may be overridden by the courts.)

⁵ Please note that it is a condition of the use of this template that you either: (i) retain this credit and these links; or (ii) pay the appropriate licence fee in relation to each website on which the document is used.