1. TERMS AND CONDITIONS

1.1 These Terms and Conditions of Use (the "Terms") apply to your access to and use of CANVAS8 ("the Site") and the CANVAS8 Content ("the Content") available at the Site.

2. USE OF THE SITE

2.1 You may only access the Site using a web browser or where the Site includes java or java applets. You may not use any robot, spider or other automated means to access the Site or download Content from the Site, except (i) for purposes of viewing the Site, (ii) for the purpose of storing a copy of the Content for offline use or in accordance with these Terms, or (iii) as permitted under the。”

3. ACCESS TO THE CONTENT

3.1 You may access the Site and the Content available at the Site without charge. However, CANVAS8 may in its discretion at any time charge for access to the Content, or for access to or use of the Site

4. USER RESPONSIBILITIES

4.1 You agree to use the Site and the Content for your own personal use and not for any commercial or other purpose.

5. LICENSING OF CONTENT

5.1 The Content is licensed to you for your use subject to these Terms. You are not licensed to create a database of any of the Content (other than in your CANVAS8 Scrapbook or Create or as specified on the Site) or to make any public showings of the Content.

6. USER RIGHTS AND RESPONSIBILITIES

6.1 You are granted a non-exclusive, non-transferable, non-sublicensable right to download and store the Content in your CANVAS8 Create folders; Provided that:

7. USER DATA

7.1 CANVAS8 collects data from you and uses it to provide the Site to you. You acknowledge that CANVAS8 processes your data in accordance with its Privacy Policy.

8. USER AGREEMENTS

8.1 By using the Site, you agree to be bound by the terms and conditions set forth in these Terms and Conditions.

9. LIABILITY AND INDEMNITY

9.1 The Subscriber and its User(s) shall be jointly and severally liable for all liabilities of either of you arising under the Terms.

10. RETURN AND DESTRUCTION OF CONTENT

10.1 You will return or destroy any copies of the Content you have made. Please note that where any unauthorised use of Content by you is discovered, CANVAS8 shall be entitled to remove the copyright or trademark notice from any copies of the Content.

11. REMOVAL OF CONTENT

11.1 CANVAS8 reserves the right to remove Content which, in CANVAS8's sole discretion, is found in breach of these Terms.

12. DISCLAIMER

12.1 CANVAS8 grants no warranties of any nature, express or implied, to the Site or the Content. Canvast8 MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS OR CONTENT OF THE SITE OR THE CONTENT, OR AS TO THE NON-INFRINGEMENT OF ANY COPYRIGHT, TRADEMARK OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

13. INFRINGEMENT OF RIGHTS

13.1 The Subscriber and the User(s) each agree to indemnify and hold CANVAS8 its officers, directors, agents, employees, agents, advertisers and sponsors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site or the Content or your violation of these Terms.

14. LIMITATION OF LIABILITY

14.1 To the maximum extent permitted by law, in no event shall CANVAS8 or its officers, directors, agents, employees, agents, advertisers or sponsors be liable for any direct, indirect, special or consequential damages, or any other damages of any kind, including, without limitation, lost profits, arising out of or in connection with the use of the Site or any content or from any action taken (or refrained from being taken) as a result of your use or inability to use the Site or the Content, even if CANVAS8 or its authorized representative has been advised of the possibility of such damages.

15. TERMINATION

15.1 CANVAS8 may, in its discretion, suspend or terminate your access to the Site or your use of the Content at any time without notice.

16. ARBITRATION

16.1 Any claim that is not subject to专属管辖权 and the English courts by written agreement.

17. GENERAL

17.1 These Terms contain the entire understanding of the parties with respect to the subject matter hereof and, except as otherwise provided herein, may be amended or modified only by a written agreement signed by the parties.

18. SEVERABILITY

18.1 If any provision of these Terms & Conditions is found to be invalid the invalidity of that provision shall not affect the validity of the remaining provisions. The parties agree that the invalid provision shall be replaced with a valid provision that achieves, to the greatest extent possible, the intention of the parties.

19. ENTIRE AGREEMENT

19.1 These Terms constitute the entire agreement between the parties and supersede all prior negotiations, representations and agreements.

20. NOTICE

20.1 Notice may be served by hand or by post to the registered office of CANVAS8 or by fax, e-mail or by any other electronic means to the address provided on the Site.

CANVAS8
REGISTERED ADDRESS: Swatton Barn, Badbury, Swindon, Wiltshire, SN4 0EU, ("CANVAS8").
You may not assign sub-licence or otherwise transfer any of your rights or obligations under these Terms of Use.

If any provision of these Terms of Use is found to be invalid the invalidity of that provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain valid and enforceable. Nothing in these Terms of Use shall operate to exclude liability that cannot as a matter of law be excluded and in particular, and notwithstanding the limitations of liability set out above, our liability for death or personal injury caused by our negligence shall not be excluded or limited in any way.

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