



All Our Minds Ltd

# Website Terms of Use

Version number 1.0 Effective from 18/11/2024

## 1. Introduction

- 1.1 This website at [allourminds.com](https://www.allourminds.com) ("Website") is owned and operated by All Our Minds Limited. Our company and contact information is at the end of this document at Section 14.
- 1.2 Please read these terms and conditions carefully. They replace any previous versions.
- 1.3 By accessing and using this Website, you agree to comply with and be bound by these Website Terms of Use. If you do not agree with these terms, please do not use this Website.

## 2. Other terms may apply to you

- 2.1 Downloading or purchasing products on our Website ("Products") is subject to separate terms and conditions, namely the Shop T&C's <https://www.allourminds.com/shop-terms-and-conditions/> and the EULA <https://www.allourminds.com/eula/>
- 2.2 We deal with your personal information in accordance with our Privacy Policy <https://www.allourminds.com/privacy-and-cookies-policy-eu/> and <https://www.allourminds.com/privacy-and-cookies-policy-uk/>.

## 3. Changing these Website Terms of Use and/or our Website

- 3.1 We may change these Website Terms of Use from time to time for various reasons including to reflect changes in applicable law/regulation, the Website, and/or our business practices or processes. If any such changes are material, we will provide you advance notice via a notification on the Website. You will be bound by the new Website Terms of Use if you continue to use our Website after the effective date shown.
- 3.2 We may update or change our Website from time to time. We will try to give reasonable notice of any major changes but we cannot guarantee this.

## 4. Things you can't do on our Website

- 4.1 You agree not to misuse this Website. Misuse includes, but is not limited to, if you:
  - break the law or infringe anyone else's rights;
  - send, store, display or link to unlawful, infringing or otherwise inappropriate content;
  - disrupt our Website, e.g., spam, viruses or phishing;



All Our Minds®. Vision Exchange Building, Triq it-Territorjals,  
Zone 1, Central Business District, Birkirkara, CBD 1070, Malta

VAT No: MT25165307

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W: [allourminds.com](https://www.allourminds.com)



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- interfere with or damage our Website or gain unauthorised access to any part of our system, data, passwords or otherwise;
- intercept or modify communications;
- impose an unreasonable load on our Website; or
- attempt, encourage or assist any of the above.

## 5. Do not rely on information on the Website

5.1 Although we make reasonable efforts to update the information on our Website, we do not guarantee that any information that we may make available on our Website is accurate or up to date or relevant to you.

## 6. Third party services / advertising / websites

6.1 On the Website, we may display third party content, products, services, advertising and /or links to other websites. We do not endorse, guarantee, or assume responsibility for such third party content, products, services, advertising, or privacy practices. We have no control over, or responsibility for, the contents of those websites or resources.

## 7. Intellectual property rights

7.1 All materials and other content on this Website, including (but not limited to) all data, text, graphics, logos, images, and software ("Website Content"), is the property of All Our Minds Limited or its licensors and is protected by copyright, trademark, and/or other intellectual property laws. All such rights are reserved. Unauthorized use, reproduction, or distribution of this Website Content is strictly prohibited. You may view, download, and print Website Content for your personal, non-commercial use only.

7.2 Without limiting the foregoing paragraph, all names, images, logos identifying All Our Minds Limited are our proprietary marks. All third party brand, product, service and/or company names contained on our Website are the trademarks, service marks and/or trade names of their respective holders. We do not give permission for their use by any person other than the holders. Any such use may constitute an infringement of the holders' rights.

7.3 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Website Content without our specific prior written consent.



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## 8. If our Website doesn't work properly

8.1 We do not guarantee that our Website will be uninterrupted or error-free and we are not responsible for any losses arising from such errors or interruptions. We are allowed, without notice and without liability, to suspend the Website for repair, maintenance, improvement or other technical reason.

## 9. Our responsibility for loss or damage suffered by you

9.1 Whether you are a consumer or a business user:

- 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, for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any Products to you, which will be set out in our Shop T&Cs <https://www.allourminds.com/shop-terms-and-conditions/>.

9.2 If you are a business user of the Website:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any Website Content.
- 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: (i) use of, or inability to use, our site; or (ii) use of or reliance on any content displayed on our site.
- In particular, we will not be liable for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage.

9.3 If you are a consumer user of the Website:

- We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied via the Website damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.



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## 10. English law and courts

10.1 These Website Terms of Use shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflicts of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any legal action or proceeding arising under these Website Terms of Use will be brought exclusively in the courts located in the United Kingdom. Consumers (i. e. individuals acting for purposes that are wholly or mainly outside their trade, business, craft, or profession) retain the protection afforded to them by mandatory provisions of local law, which includes the right to bring proceedings in their home jurisdiction.

## 11. Severability

11.1 If any provision of these Website Terms of Use is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable while preserving its intent. If no such modification is possible, the provision shall be severed from these Website Terms of Use, and the remaining provisions shall continue in full force and effect.

## 12. Complaints

12.1 If you have any complaints, please contact us via the contact details shown below at Section 14.

## 13. EU Visitors and Online Dispute Resolution

13.1 If you are an EU resident, you may access the European Commission's Online Dispute Resolution (ODR) platform for resolving disputes. The ODR platform is designed to help consumers and traders resolve disputes out of court. You can access the ODR platform at <http://ec.europa.eu/consumers/odr/>.

13.2 Please note that we are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.



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## 14. Information about us

Company name: All Our Minds Limited

Trading name: All Our Minds Limited

Country of incorporation: Malta

Registered number: C 85983

Registered office and contact address: Vision Exchange Building,  
Territorials Street, Zone 1, Central Business District, Birkirkara, CBD 1070,  
Malta

Contact email address: [support@allourminds.com](mailto:support@allourminds.com)

Other contact information: See our Website/Contact Page

VAT number: MT25165307



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