



Go Ape Website Terms of Use

1. Use of Website

- a. Access to and use of this website shall be subject to the Terms of Use set out below. Bookings made on this website are subject to our Booking Terms and Conditions. Go Ape shall be entitled to amend these Terms of Use at its discretion. You may access and use the website only in accordance with these Terms of Use.
- b. You shall be entitled to download content from this website for personal and non-commercial purposes only. You shall not otherwise copy, reproduce, re-distribute, republish, download, post, broadcast, transmit or otherwise use any of the website content other than in accordance with these Terms of Use or with the prior written permission of Go Ape.
- c. You agree to access and use the website only for lawful purposes and in a way that does not infringe, inhibit or restrict the rights of or use of the website by any third party. In particular (and without limitation) you shall not use the website to harass or cause distress or inconvenience to any person whether by way of transmitting obscene or offensive content or disrupting the normal flow of dialogue within the website.

2. General Disclaimer of Liability for Content

- a. Unless otherwise stated, the content of this website is provided in good faith and is for general information and interest only and does not constitute any advice or recommendation. In addition, Go Ape makes no representations and gives no warranties about the accuracy completeness or suitability for any purpose of the information and related graphics published in this website. The information contained in this website may contain technical inaccuracies or typographical errors and Go Ape does not warrant that functions contained in the website's content will be uninterrupted or error free, or that defects will be corrected, or that the website or the server that makes it available are free of viruses or bugs, or that use of this website will be compatible with any hardware and software which may be used by visitors to the website. All liability of Go Ape howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- b. Neither Go Ape nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this website. This is a comprehensive limitation of liability that applies to all damages of any kind including (without limitation) compensatory direct indirect or consequential damages loss of data income or profit loss of or damage to property and claims of third parties.
- c. Notwithstanding the foregoing, none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local



law, or other statutory rights which may not be excluded, nor in any way to exclude or limit liability to you for personal injury or death resulting from Go Ape's negligence or that of its employees or agents.

3. Intellectual Property

- a. The materials on this website, including the names, images and logos identifying Go Ape, or third parties and their products and services are subject to and protected by the intellectual property rights (including copyright database rights design rights and trade marks) of Go Ape and/or third parties. No permission is given by Go Ape in respect of the use of any such intellectual property rights and unauthorised use of any of them may constitute an infringement of the holder's rights constitute a criminal offence and give rise to a claim for damages.

4. Privacy

- a. Go Ape's Privacy Policy forms part of these Terms of Use.

5. Security

- a. We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect on line. Go Ape provides secure mechanisms for your booking by using the latest secure server software (SSL) which encrypts all personal information you enter before it is sent to us so that it cannot be read by others as it travels over the Internet. All sensitive transactions with Go Ape are carried out using a secure server.
- b. Credit card purchases are generally protected against fraud whether these are made in the traditional way or over the Internet and consumers using their credit card are generally very well protected. Contact your credit card company to find out what range of rights and protection you may have.

6. Other Websites

- a. This website contains links to enable you to visit other websites of interest easily. However, once you have used these links to leave this website you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such websites and such websites are not governed by these Terms of Use. You should exercise caution and look at the privacy practices and content of the website in question.

7. Cookies

- a. Cookies are small pieces of information that are stored by your browser on your computer's hard drive. These provide the facility for Go Ape to identify you if you return to our website. We only use this information for statistical analysis purposes and then the data is removed from the system. Cookies help us provide



you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us, use of which is governed by our Privacy Policy referred to in clause 4 above.

8. General

- a. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
- b. This Site is controlled and operated by Go Ape from its offices in England and is targeted at UK residents only. These terms shall be governed by and interpreted in accordance with the laws of England and Wales and Go Ape and you submit to the exclusive jurisdiction of the courts of England and Wales.