

## Terms of use

### See also

---

- [Terms and conditions](#)
- [Privacy Policy](#)
- [Cookies](#)
- [Accessibility](#)
- [Complaints Procedure](#)

### Terms and Conditions for use of the Stannah website

In these Terms and Conditions “we, our, us, ” refers to the Stannah Group of companies, Stannah Inc, Stannah Interstate, and ACME Home Elevator, Inc

### Acceptance of Terms

By accessing the content of [www.stannah-stairlifts.com](http://www.stannah-stairlifts.com) and/or [www.acmehe.com](http://www.acmehe.com) (“the Website”) you agree to be bound by the terms and conditions set out herein and you accept our privacy policy. If you object to any of the terms and conditions set out in this agreement you should not use any of the products or services on the website and leave immediately.

You agree that you shall not use the website for illegal purposes, and will respect all applicable laws and regulations. You agree not to use the website in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Website. You also agree not to compromise the security of the Website or attempt to gain access to secured areas or sensitive information. Further, you agree not to use the website to impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from any infringement of the terms and conditions set out in this agreement.

This Website is offered and available to users who are 13 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### Modification

Stannah reserves the right to change any part of this agreement without notice and your use of the website will be deemed as acceptance of this agreement. We advise users to regularly check the terms and conditions of this agreement.

Stannah has complete discretion to modify or remove any part of this site without warning or liability arising from such action.

### **Limitations of Liability**

Stannah will under no circumstance be liable for indirect, special, or consequential damages including any loss of business, revenue, profits, or data in relation to your use of the website.

Nothing within this agreement will operate to exclude any liability for death or personal injury arising as result of the negligence of Stannah, its employees or agents.

### **Intellectual Property**

All intellectual property of Stannah such as trademarks, copyrights, trade secrets, trade names, patents, registered designs and any other automatic intellectual property rights derived from the aesthetics or functionality of the website remain the property of ACME Home Elevator / Stannah / Stannah Interstate.

By using the website you agree to respect the intellectual property rights of Stannah and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material contained within the Website.

### **Disclaimers**

The information is provided on the understanding that the website is not engaged in rendering advice and should not be wholly relied upon when making any related decision.

The information contained with the website is provided on an “as is” and “as available” basis with no warranties expressed or otherwise implied relating to the accuracy, fitness for purpose, compatibility or security of any components of the website. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

We do not guarantee uninterrupted availability of the website and cannot provide any representation that using the website will be error free.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

### **For Residents of New Jersey:**

To the fullest extent provided by law, in no event will the collective liability of the company and its subsidiaries and its affiliates, and their licensors, service providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort or otherwise) exceed the greater of \$1,000.00 or the amount you have paid to the company for the applicable content, product or service out of which the liability arose.

### **Third Parties**

The website may contain hyperlinks to websites operated by other parties. We do not control such websites and we take no responsibility for, and will not incur any liability in respect of, their content. Our inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites.

### **Severance**

If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

### **Governing Law and Jurisdiction**

This agreement, and all matters relating to the Website and these Terms of Use, and any dispute arising therefrom or related thereto, will be governed by the laws of Massachusetts and any user of the website hereby agrees to be bound exclusively by the jurisdiction of Massachusetts courts in the city and county of Franklin, Massachusetts without reference to rules governing choice of laws or conflict of law provision or rule.

### **Monitoring and Enforcement; Termination**

If we determine that you or anyone else has violated our terms and policies, we have the right to:

- Edit, remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you in furtherance of protection of persons and property, as discussed elsewhere in these Terms of Use, to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy, as may be permitted by law and/or is necessary for important reasons of public interest.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the above terms and conditions, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### **Limitation on Time to File Claims**

YOU AGREE ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Consent to Electronic Communication**

When you visit the Website, chat with us or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically and agree that we may communicate with you by chat, email, or by posting a notice on the Website. You agree that we may treat specific actions by you, such as checking boxes to receive email updates, sending us an email directly or through the acmehe.com Website, providing an email address in a chat conversation, or leaving a telephone message with an email address for customer service to respond to a query about your account, as a request that we communicate personal financial or medical information with you by unencrypted email. You acknowledge and agree that unencrypted email sent over the Internet is not secure and may be read by others, and you agree that when you request that we send you email you are authorizing us to transmit and disclose your information (including your personal financial information from time to time in an unencrypted manner. You further acknowledge that emails sent with this information are not stored in a secure manner. Your options, including your right to opt-out of receiving certain kinds of emails from us, are further described in our [Privacy Policy](#) and in our Terms of Use.

### **Legal Equivalency**

This electronic document and any other electronic documents, policies and guidelines incorporated herein will be: (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (iii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation or administer of proceeding will, if established and maintained in the ordinary course of business, be admissible to

**Your Comments and Concerns**

This website is operated by Stannah Stairlifts Inc® of 20 Liberty Way, Franklin, MA 020388.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [hello@stannah.com](mailto:hello@stannah.com).