

## **Terms and Conditions for granting of Licence**

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

By entering this website, and/or any subsite accessible on this site you ('the user') accept, without limitation or qualification, the Terms and Conditions set forth below and any additional Terms and Conditions set forth in any subsite or in connection with any promotion or service contained within such sites. If you do not accept these Terms and Conditions, you should exit the website.

### **1. OWNERSHIP**

This website is operated and managed by Media Storehouse Ltd ('MediaStorehouse') and contains images from various entities (the 'Property Owner'). This website and its design, text, graphics, the selection and arrangement thereof, is Copyright ? of the Property Owner although certain third party copyright materials will be included on the website from time to time. The trade marks and trade names depicted in this website are proprietary to those entities set forth are trade marks of the Property Owner.

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### **2. AMENDING THE TERMS AND CONDITIONS**

We may add to, change or remove any part of these Terms and Conditions at any time, without notice. Any changes to these Terms and Conditions or any terms shown on this website or any subsite hereof, apply as soon as they are shown. By continuing to use this website after any changes are posted, you are indicating your acceptance of those changes. The Property Owner may add, change, discontinue, remove or suspend any other content displayed on this website, including features and specifications of products and services described or depicted on the website, temporarily or permanently, at any time, without notice and without liability.

### **3. LIMITED LICENCE; RESTRICTIONS**

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#### **4. DISCLAIMER**

THIS WEBSITE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE PROPERTY OWNER AND MEDIASTOREHOUSE BOTH DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING BY WAY OF EXAMPLE BUT NOT LIMITATION, AS TO FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS. IN ADDITION, NEITHER THE PROPERTY OWNER NOR MEDIASTOREHOUSE REPRESENTS OR WARRANTS THAT THE INFORMATION AND/OR FACILITIES ACCESSIBLE VIA THIS WEBSITE ARE ACCURATE, COMPLETE OR CURRENT, OR THAT THIS WEBSITE WILL BE FREE OF DEFECTS, INCLUDING, BUT NOT LIMITED TO, VIRUSES OR OTHER HARMFUL ELEMENTS. THE USER OF THIS WEBSITE ASSUMES ALL COSTS ARISING AS A RESULT OF THE USE OF THIS WEBSITE.

#### **5. EMAIL SERVICE**

In situations where the Property Owner may give you the option to subscribe to its email service which will update you with news or information which it considers to be of interest to you, your use of the content received through the email service will be subject to these Terms and Conditions

#### **6. CHILDREN UNDER 16**

If you are under 16, you must ask your parent(s) or a guardian before you buy anything from this web site. By continuing to use this website and any of the services offered, you are confirming that you have received the consent of your parent(s) or a guardian.

#### **7. LINKS FROM THIS SITE**

This website may contain links to other Internet sites on the World Wide Web. the Property Owner provides such links for your convenience only, and is not responsible for the content of any site linked to or from this website. The Property Owner disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any other site.

#### **8. LINKS TO THIS SITE**

You must not establish a link to the website, unless you expressly agree:

- to ask prior written approval of the Property Owner to establish a link to the website;
- to create a direct link to the Property Owner's official website;
- not to create any third party association with the website; and
- ensure that the link does not state or imply that the Property Owner sponsors or endorses or otherwise supports any other website activity, company or entity, or presents the Property Owner and its associates in a false, misleading, defamatory or derogatory manner;

Any such approval from the Property Owner to establish a link to this website shall not permit you to use any Property Owner and/or third party content, names, logos, pictures or trademarks, unless separately agreed to in writing by the relevant rights-holder.

#### **9. PRIVACY POLICY**

You must read our Privacy Policy, which forms a part of these Terms and Conditions and sets out the way in which your personal data is handled.

#### **10. SECURITY**

Internet transmissions are never completely private or secure. You understand that any message or information you send to this website may be read or intercepted by others unless there is a special notice that a particular message (for example, credit card information) is encrypted (sent in code).

## **11. USER SUPPLIED INFORMATION**

If you send communications or materials to the website or any subsites by electronic mail or otherwise, concerning any comments, questions, suggestions or the like, all such communications are, and will be treated as, non-confidential and non-proprietary. Thus, you give up any claim that any use of such material infringes any of your rights including moral rights, proprietary, or any other right, including the right to approve the way in which the Property Owner uses such material.

Any material submitted to this website and any subsite, may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted or used on a royalty free basis by the Property Owner anywhere in the world, in any medium, in perpetuity.

Please note that this provision does not relate to any personal data that you submit which will be dealt with in accordance with the provisions of this websites Privacy Policy which is part of these Terms and Conditions.

## **12. INFORMATION RELATING TO THIRD PARTIES**

You undertake not to either include in any posting to this website, or otherwise disclose on or in connection with your use of the website any confidential information or personal data relating to third parties without their express written consent.

You acknowledge that in the course of utilising the website and concluding transactions on it you may receive certain confidential. You agree and undertake to keep such information confidential and not to disclose any part of such information to any third party, unless required to do so by law. Such information shall not be used for any purpose without the prior written consent of the user to whom such information is confidential and you agree to indemnify the Property Owner in respect of any claim made against them as a result of your misuse of such information.

## **13. TERMINATION**

The Property Owner reserves the right to suspend or terminate any use by you of this website and any subsite thereof, where it appears to the Property Owner that your use is in breach of these Terms and Conditions, including the provision of false registration details or other misuse of the services offered through this website. If you are a 'registered user' and your registration is suspended or terminated, you may not re-register for the website without the Property Owner's prior consent. The Property Owner may pursue any other remedy legally available to us if you fail to comply with any of your obligations contained in these Terms and Conditions.

## **14. INDEMNITY**

You agree to indemnify, defend and hold the Property Owner and, all of its associate companies, its directors, employees, information providers, licensors and licensees, officers and partners, (collectively, 'Indemnified Parties') harmless from and against any and all liability and costs (including, without limitation, legal fees and costs), incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions. You will co-operate as fully as reasonably required by the Property Owner in the Property Owner's defence of any claim. The Property Owner reserves the right, at its own expense, to assume the exclusive defence and control of any matter and you shall not in any event settle any matter without the written consent of the Property Owner.

## **15. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER THE PROPERTY OWNER NOR MEDIASTOREHOUSE NOR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE MATERIALS IN AND/OR FACILITIES OR SERVICES OFFERED

THROUGH THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES, EVEN IF THE PROPERTY OWNER AND/OR MEDIASTOREHOUSE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE. IF THIS CLAUSE IS UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL EITHER THE PROPERTY OWNER'S OR MEDIASTOREHOUSE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE.

## **16. SUSPENSION OF SERVICE**

Without prejudice to the foregoing, the Property Owner may suspend or discontinue the website and/or any subsite or your access to the website and/or any subsite at any time with or without cause and with or without notice.

Further, by using this website and any subsite, you acknowledge and agree that the Internet uses elements and relies upon services, input and facilities which are not within the control of the Property Owner and if the Property Owner is totally or partially prevented or delayed in the performance of any of its obligations in providing a particular service, such a situation will constitute a 'force majeure' and the Property Owner shall be excused the performance for so long as such a situation endures.

For the purposes of these Terms and Conditions, the term 'force majeure' shall be deemed to include any cause affecting the performance by the Property Owner of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Property Owner and in particular, but not by way of limitation, shall include strikes, lock-outs, other industrial action, actual or threatened terrorist action, civil commotion, riot, crowd disorder, invasion, war, threat or preparation for war, fire, technical or power failure, software, hardware or telecommunication or other network failures, interruptions, disruptions or malfunctions, explosions, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural or physical disaster, any legislation, regulation, rule or ruling of government, court or any competent authority.

## **17. GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with English law. Any dispute under these terms shall be subject to the exclusive jurisdiction of the English courts and, by using this website, you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections to jurisdiction or venue in such courts.

Those who choose to access this website do so at their own risk and on their own initiative and are responsible for compliance with local laws, to the extent any local laws are applicable.

## **18. MISCELLANEOUS**

Any waiver of any provision of these Terms and Conditions must be in writing signed by the Property Owner to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. If any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions. These Terms and Conditions represent the entire understanding and agreement between the parties relating to the subject matter herein and supersede any and all prior statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by you and the Property Owner.

The express terms of these Terms and Conditions represents the entire agreement between ourselves and you relating to its subject matter and in particular, without limitation, contain all the obligations on the part of our relation to the software and rights granted.

No other provisions (whether statutory or in contract or tort or any other kind) are implied or otherwise deemed incorporated into or collateral to these Terms and Conditions notwithstanding the execution by ourselves prior to the date of these Terms and Conditions of any document purporting to incorporate inconsistent terms.

You acknowledge that any warranties or representations (whether innocent, negligent or otherwise) which might have been made to you before agreeing to make these Terms and Conditions by or on behalf of ourselves in relation to the subject matter of these Terms and Conditions save to the extent expressly set out herein have been superseded and shall be deemed annulled and were not relied on by you and did not induce you to enter into these Terms and Conditions.

It is the intention of the parties that no term of this Agreement may be enforced by any third party notwithstanding that any such term of this Agreement may purport to confer, or may be construed as conferring, any benefit on such third party and irrespective of whether such third party is identified in this Agreement. The Contracts (Rights of Third Parties) Act 1999 shall not apply to any provisions of this Agreement.

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and subject to the jurisdiction of the courts of England and shall benefit ourselves, our successors and assigns.

In the event that there is a conflict between any of these Terms and Conditions and any relevant laws and/or regulations the relevant laws and/or regulations shall apply save to the extent that they may be validly varied.

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