

## **FRIDAY MEDIA GROUP TERMS OF WEBSITE USE**

Please read these terms and conditions carefully before using our website or the website of any member of our group of companies.

### **TERMS OF WEBSITE USE**

These terms of use (together with the documents referred to in them) tell you the rules for using any website operated by a Friday Media Group company (each website being a **Site**). Please read these terms of use carefully before you start to use a Site. By using a Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use the Sites.

### **INFORMATION ABOUT US AND HOW TO CONTACT US**

Friday Media Group is made up of different legal entities: namely Friday Media Group Limited, Friday-Ad Limited, Mailspeed Marine Limited and Gunstar Limited, These terms of website use are issued on behalf of Friday Media Group so when we mention Friday Media Group, "we", "us" or "our" in these terms of website use, we are referring to the relevant company in the Friday Media Group responsible for the Site you are using.

www.fridaymediagroup.com is a website operated by Friday Media Group Limited. We are a limited company registered in England and Wales under company number 01874025 and have our registered office at London Road, Sayers Common, West Sussex, BN6 9HS. Our VAT number is GB508874516. To contact us, please email [info@fridaymediagroup.com](mailto:info@fridaymediagroup.com).

### **OTHER APPLICABLE TERMS**

These terms of use refer to the following additional terms, which also apply to your use of a Site:

- Our **Privacy Policy**, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.
- Our **Cookie Policy**, which sets out information about the cookies on our website.

If you purchase goods from a Site, we will let you know which entity's terms and conditions of sale will apply to your purchase.

### **CHANGES TO THESE TERMS**

We may make changes to these terms by amending them from time to time. Every time you wish to use a Site, please check these terms to ensure you understand the terms that apply at that time.

### **CHANGES TO THE SITES**

We may update and change a Site from time to time and may change the content at any time. However, please note that any of the content on a Site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that any Site, or any content on it, will be free from errors or omissions.

### **ACCESSING THE SITES**

The Sites are made available free of charge.

We do not guarantee that the Sites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of a Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access a Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

The Sites are directed to people residing in the United Kingdom. We do not represent that content available on or through the Sites is appropriate for use or available in other locations.

### **YOUR ACCOUNT AND PASSWORD**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@fridaymediagroup.com](mailto:info@fridaymediagroup.com).

### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in a Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from a Site for your personal use and you may draw the attention of others within your organisation to content posted on a Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on a Site must always be acknowledged.

You must not use any part of the content on a Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of a Site in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **NO RELIANCE ON INFORMATION**

The content on a Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on a Site.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on a Site is accurate, complete or up to date.

### **THIRD PARTY LINKS AND RESOURCES IN A SITE**

Where a Site contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources.

### **UPLOADING CONTENT TO A SITE**

Whenever you make use of a feature that allows you to upload information and materials to a Site, or to make contact with other users of a Site, you must comply with the user generated content standards set out in these terms of use.

You warrant that any such contribution does comply with these standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to a Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required and agree to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to a Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of a Site.

We have the right to remove any posting you make on a Site if, in our opinion, your post does not comply with the content standards set out below.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts).
- be genuinely held (where they state opinions).
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person.
- contain any material which is obscene, offensive, hateful or inflammatory.
- promote sexually explicit material.
- promote violence.
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any copyright, database right or trade mark of any other person.
- be likely to deceive any person.
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

- promote any illegal activity.
- be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety.
- be likely to harass, upset, embarrass, alarm or annoy any other person.
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- give the impression that they emanate from us, if this is not the case.
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

The views expressed by other users on a Site do not represent our views or values.

You are solely responsible for securing and backing up your content.

### **USER-GENERATED CONTENT**

The Sites may include information and materials uploaded by other users, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on a Site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us (see “Information About Us and How to Contact Us” above)].

### **LIMITATION OF OUR LIABILITY**

#### **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 and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the sale of any products to you, which will be set out in the relevant **terms and conditions of sale<sup>+</sup>**.

#### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to a Site or any content on it.
- 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:
  - use of, or inability to use, a Site; or
  - use of or reliance on any content displayed on our website.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;

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<sup>+</sup>~~Insert link to terms and conditions of sale.~~

- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

**If you are a consumer user:**

- Please note that we only provide the Sites for domestic and private use. You agree not to use a Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**VIRUSES**

We do not guarantee that a Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to a Site, the server on which that Site is stored or any server, computer or database connected to our website. You must not attack any Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Sites will cease immediately.

**LINKING TO A SITE**

You may link to the home page of a Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not:

- establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- establish a link to a Site in any website that is not owned by you; or
- frame a Site on any other website, nor may you create a link to any part of a Site other than the home page of that Site.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these terms of use.

If you wish to link to or make any use of content on a Site other than that set out above, please contact us.

**THIRD PARTY LINKS AND RESOURCES IN A SITE**

Where a Site contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources.

**APPLICABLE LAW**

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a consumer resident in another jurisdiction, you may also bring proceedings in the courts of the jurisdiction in which you reside.

**Friday Media Group**

**5-25 June 2018**

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