

WEBSITE TERMS AND CONDITIONS OF USE

1. INTRODUCTION

- 1.1. Welcome to our website, www.pressparty.com ("**Website**"). Our Website is provided to you by Pressparty Limited, a company registered in England and Wales ("**Pressparty**", "**us**", "**we**" or "**our**"). Our registered office is at M. Varvill, Hgf Law, 140 London Wall, London EC2Y 5DB and our registered company number is 7339685.
- 1.2. Please read these general terms and conditions ("**General Terms**") carefully - they set out the basis on which you are allowed to use our Website. If you have any questions about them or don't accept them, please contact our customer services department whose details appear at the end of these General Terms.
- 1.3. In addition to these General Terms, your use of our Website may also be subject to other terms and conditions and policies which are referred to below.
- 1.4. You should save and/or print out a copy of these General Terms for your future reference.

2. USING OUR WEBSITE

- 2.1. You, as the user of our Website ("**you**" "**your**" and "**yourself**"), can use our Website for your own personal non-commercial use.
- 2.2. Access to our Website is permitted on a temporary basis and we reserve the right to withdraw or amend the service without notice. You are responsible for making all arrangements necessary to access our Website. You are also responsible for ensuring that all persons accessing our Website through your internet connection are aware of these General Terms.
- 2.3. You are not permitted to use, or cause others to use, any automated system or software to extract content or data from our Website except in cases where you or any applicable third party has entered into a written agreement with us that expressly permits such activity.
- 2.4. You acknowledge that we cannot guarantee that our Website will:
 - stay the same as we might change or remove it or make access to it subject to registration or charges;
 - be compatible with all or any hardware or software which you may use;
 - be available all the time or at any specific time;
 - be accurate and up to date; or
 - be error-free or free of viruses, electronic bugs, Trojan horses or other harmful components and you must take your own precautions accordingly.
- 2.5. You also acknowledge that:
 - we cannot guarantee the speed or security of our Website; and
 - we will not be responsible for any damage or loss you may suffer directly or indirectly as a result of any virus attack that can be traced to our Website to the fullest extent permissible by law.

3. VARIATION

- 3.1. We may from time to time vary these General Terms and/or the terms and policies referred to in these General Terms. Please check our terms and policies regularly to ensure you are aware of any variations we may make. If you continue to use our Website, you are deemed to have accepted such variations. If you do not agree to such variations, you should not use our Website.

4. YOUR PRIVACY

- 4.1. The privacy of your personal data is important to us. Please see our [Privacy Policy](#), which forms part of these General Terms, for details of how we will process your personal data.

5. UPLOADING YOUR CONTENT TO OUR WEBSITE

- 5.1. On certain parts of our Website, you may be invited to submit materials for publication on our Website and/or use by us in accordance with these General Terms ("**Your Content**"). Pressparty may in its discretion determine whether Your Content is suitable for inclusion on the Website, and makes no guarantee that Your Content will be

uploaded to the Website or used by us. If you choose to upload materials, you must ensure that Your Content complies with our Acceptable Content Guidelines below.

6. ACCEPTABLE CONTENT GUIDELINES

- 6.1. Your Content must not breach any third party Rights (as defined below) anywhere in the world.
- 6.2. You must have the express consent of any individual featured in Your Content to their image and/or voice being used in accordance with the permission you grant to us below. If you do not have their consent, you must not submit any content featuring that individual to the Website.
- 6.3. Your Content must not:
 - contain any material which is or may reasonably be considered to be threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, or in breach of confidence;
 - be illegal or infringe the Rights (as defined below) of any third party, in any country in the world; and
 - be technically harmful (by way of example it must not include any computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 6.4. By uploading Your Content to the Website, you hereby grant Pressparty and its designees, together with users of the website an irrevocable perpetual non-exclusive licence (which is unlimited in time) to view and use Your Content without restriction, including by way of example for commercial purposes.
- 6.5. We make no guarantee that Your Content will be kept on the Website for any length of time, and we reserve the right to remove Your Content as we see fit. You are urged to keep back-up copies of any of Your Content submitted to us. The Website should not be used as your primary method to store or curate copies of your images, videos or text, as Your Content may be removed permanently from the Website at any time, and we may not keep copies of Your Content.
- 6.6. If you wish to request us to stop using any of Your Content at any time, you should notify us by emailing contact@pressparty.com setting out details of Your Content (the "**Notified Content**") and, for Notified Content published on our Website, where it can be found on the Website. We will endeavour to respond promptly and endeavour to cease using the Notified Content. However, please note that once you have posted Your Content, it may be shared and reposted by us on other websites and used in other media and publications. Whilst we will endeavour to cease using any Notified Content within a reasonable time of the date you notify us of your request to do so, we cannot give any guarantee that we will be able to do so where the Notified Content has been published on the Website or in other media.

7. TAKE DOWN PROCEDURES FOR MATERIALS

- 7.1. If you have good reason to believe that any Materials (as defined below) posted by other users or by ourselves do not comply with the Acceptable Content Guidelines, then you should notify us by emailing us at contact@pressparty.com
- 7.2. Where we receive notification that Materials posted by other users does not comply with the Acceptable Content Guidelines, we will endeavour to investigate promptly. Whilst we are investigating, we reserve the right to remove the affected Materials immediately from our Website.

8. REGISTRATION

- 8.1. You may need to register with our Website in order to use certain parts or functions of our Website. Your access to such parts of our website is permitted on the basis that:
 - only you use your username and password; and
 - you provide correct, current and complete information about yourself when registering.
- 8.2. If you breach any of these General Terms, or any of the other terms and policies referred to in these General Terms, your account and ability to access and use your account may be terminated by us immediately by giving written notice to you using the contact details you gave to us on registration.
- 8.3. You are entitled to terminate your account with us at any time by notifying us through the appropriate account management screens. If you terminate your account, please note that Your Content published on our Website will still be visible to others on the Website, and we may continue to display Your Content on the Website unless you request us to remove it in writing in which case clause 6.6 will apply.

- 8.4. We may withdraw your access to the Website and/or your account at any time and for any reason and we will not be liable for any resulting loss of damage to the fullest extent permissible in law.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Our Website and all information, images, photographs and other content displayed on the Website ("**Material(s)**") are protected by certain rights. These rights include all patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs and all other intellectual property rights, in each case whether registered or unregistered ("**Rights**"). These Rights either belong directly to Pressparty or are licensed to us from our respective owners or licensors.
- 9.2. You may only view and use the Website and the Materials for your own personal, non-commercial use. We expressly reserve all Rights in and to the Website and the Materials and your use of the Website and Materials is subject to the following restrictions. You must not:
- remove any copyright or other proprietary notices contained in the Materials;
 - use any Materials from our Website in any manner that may infringe any of our Rights or the Rights of a third party; or
 - reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit our Website and/or the Materials in any way, including for any commercial purpose, without our prior written consent.
- 9.3. All warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise are hereby excluded to the fullest extent permitted by law, including any condition of satisfactory quality or fitness for a particular purpose. All content and Materials on the Website are made available "as is" and "as available" and without warranties, whether express or implied, of any kind including, but not limited to fitness for a particular purpose and non-infringement of third parties' rights. We do not warrant that any content or any Materials are accurate, reliable or correct.

10. TRADE MARKS

- 10.1. We reserve all Rights in and to the pressparty.com and pressparty.co.uk domain names and all related domains and sub-domains, the name "PRESSPARTY", our logo and our service marks, brand names, trading names and/or trade marks appearing on the Website. Other trade marks, products and company names mentioned on the Website may be the trade marks of their respective owners or licensors and the Rights in such marks are reserved to their respective owners or licensors.
- 10.2. Nothing in these General Terms should be construed as granting any licence or right to use any such trademark or domain name.

11. RELIANCE ON INFORMATION ON OUR WEBSITE

- 11.1. The information published on our Website is for general information purposes only and therefore you should not rely on it and we expressly exclude any liability for any loss or damage arising from your reliance on any information available on our Website to the fullest extent permissible by law.
- 11.2. We recommend that you take further advice or guidance before taking any action based on the information contained on or generated by our Website.

12. OUR LIABILITY TO YOU

- 12.1. We are only liable to you in connection with your use of our Website for losses which you suffer as a direct result of our breach of these General Terms. We shall have no liability to you whatsoever whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise for any: (a) loss of actual or anticipated income or profits; (b) loss of goodwill or reputation; (c) loss of anticipated savings; (d) loss of data; or (e) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 12.2. Pressparty is not liable for any Materials posted by us or posted by other users which are available on the Website. In the event that you believe such Materials infringe any Rights, or are illegal, then you should email us immediately.

- 12.3. Nothing in these General Terms shall limit or exclude our liability for: personal injury or death caused directly by negligence or any intentional act or omission; fraudulent misrepresentation; or our deliberate personal repudiatory breaches of these General Terms.

13. YOUR LIABILITY TO US

- 13.1. You acknowledge that any use by you of the Materials in a manner not expressly permitted by these General Terms may mean that you are infringing our Rights or the Rights of our third party licensors and we and our licensors reserve all rights and remedies against you in respect of any such infringement.
- 13.2. You hereby agree to compensate Pressparty, its group companies, its clients, associates and affiliates from and against any loss, cost, damage, expense or liability they may suffer as a result of:
- your breach of these General Terms;
 - your use of the Materials; and/or
 - any of Your Content.

14. LINKING TO OUR WEBSITE

- 14.1. You must not link to our Website or any Materials in any way. If you would like to link to our Website, please contact us using the details below and we will happily discuss this with you.
- 14.2. You must not remove, obscure or modify in anyway any advertisements, copyright notice, or other information on our Website. Our Website must not be framed on any other site.
- 14.3. We reserve the right to withdraw linking permission (if granted) at any time and without notice.

15. THIRD PARTY WEBSITES

- 15.1. Our Website and/or the Materials may contain links to third party websites. If you decide to visit any third party site, you do so at your own risk. We are not responsible for the content, accuracy or opinions expressed on such websites. Links do not imply that we are, or our Website is, affiliated to or associated with such sites.
- 15.2. Your browsing and interaction on any other website, including websites which have a link to our Website, is subject to that website's own rules and policies. Please read those rules and policies before proceeding.

16. ENQUIRIES AND COMPLAINTS

- 16.1. If you have an enquiry or complaint about this Website, you should email us at contact@pessparty.com and we will try to answer your enquiry or resolve any complaint as soon as possible.

17. GENERAL PROVISIONS AND APPLICABLE LAW

- 17.1. You may not assign, sub-license or otherwise transfer any of your rights under these General Terms.
- 17.2. If any provision of these General Terms is invalid or unenforceable in any jurisdiction it will be deleted (for the purposes of that jurisdiction only) provided that such deletion does not affect: the remaining provisions of these General Terms; the validity or enforceability of that provision in any other jurisdiction; and does not defeat the commercial purpose of these General Terms.
- 17.3. No failure or delay by either party in exercising any right, power or privilege under these General Terms shall operate as a waiver thereof nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. No breach of any provision of these General Terms shall be waived or discharged except with the express written consent of the party not in breach.
- 17.4. These General Terms shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England.

Last Updated: July 2016