

# Newzmaker.com Terms and Conditions

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Last updated: 5 November 2015

## 1. Introduction

- 1.1 These terms and conditions govern the use of website <http://newzmaker.com> and the content management system <http://cms.newzmaker.com> (collectively referred to as “the Site”).
- 1.2 By using the Site, you fully accept these terms and conditions; if you disagree with any part of these terms and conditions you must not use the Site.
- 1.3 You must be at least 13 years old to use the Site.
- 1.4 The Site uses cookies. By using the Site you consent to the use of cookies according to the Privacy Policy.

## 2. Using the Site

- 2.1 You may view and download pages from the Site in a web browser.
- 2.2 You can share the links to pages of the Site in social media or on other websites without any limitations. You must not share the links to the images though.
- 2.3 Unless you own or control the relevant rights in the material, you must not:
  - (a) edit or otherwise modify any material on the Site;
  - (b) republish material from the Site (including republication on another website);
  - (c) sell, rent or sub-license material from the Site;
  - (d) exploit material from the Site for a commercial purpose; or
  - (e) redistribute material from the Site.
- 2.4 We reserve the right to restrict access to some areas or to the whole Site; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the Site.

## 3. Acceptable use

- 3.1 You must not:
  - (a) use the Site in any way or take any action that causes, or may cause, damage to the Site or impairment of the performance, availability or accessibility of the Site;
  - (b) use the Site in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  - (c) use the Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
  - (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Site without our express written consent;
  - (e) violate the directives set out in the robots.txt file for the Site; or
  - (f) use data collected from the Site for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 3.2 You must not use data collected from the Site to contact individuals, companies or other persons or entities.
- 3.3 You must ensure that all the information you supply to us through the Site, or in relation to the Site, is true, accurate, current, complete and non-misleading.

## 4. Registration and accounts

- 4.1 To be eligible for an individual account on the Site you must be at least 13 years of age.

- 4.2 You may request an account with the Site by clicking the link on the home page of <http://cms.newzmaker.com> and sending the email that would open.
- 4.3 You must not allow any other person to use your account to access the Site.
- 4.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 4.5 You must not use any other person's account to access the Site, unless you have that person's express permission to do so.
- 4.6 If you register for an account with the Site, you will be asked to choose a username and password.
- 4.7 Your username must not be liable to mislead and must comply with the content rules set out in Section 6; you must not use your account or username for or in connection with the impersonation of any person or organisation.
- 4.8 You must keep your password confidential.
- 4.9 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 4.10 You are responsible for any activity on the Site arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.
- 4.11 We may:
  - (a) suspend your account;
  - (b) cancel your account; and/or
  - (c) edit your account details, at any time in our sole discretion without notice or explanation.
- 4.12 You may cancel your account on the Site by sending the request to [support@newzmaker.com](mailto:support@newzmaker.com).

## **5. Your content: licence**

- 5.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or the Site for storage or publication on, processing by, or transmission via, the Site.
- 5.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this website and any successor website / reproduce, store and, with your specific consent, publish your content on and in relation to this website.
- 5.3 You grant to us the right to sub-license the rights licensed under Section 5.2.
- 5.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 5.2.
- 5.5 You may edit your content to the extent permitted using the editing functionality made available on the Site.
- 5.6 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **6. Your content: rules**

- 6.1 You warrant and represent that your content will comply with these terms and conditions.
- 6.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights.
- 6.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
  - (a) be libellous or maliciously false;
  - (b) be obscene or indecent;
  - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
  - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
  - (e) constitute negligent advice or contain any negligent statement;
  - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or

## **7. Limited warranties and liability**

7.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on the Site;
- (b) that the material on the Site is up to date; or
- (c) that the Site or any service on the Site will remain available.

7.2 We reserve the right to discontinue or alter any or all of the Site services, and to stop publishing the Site, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the Site.

7.3 To the maximum extent permitted by applicable law and subject to Section 7.4, we exclude all representations and warranties relating to the subject matter of these terms and conditions, the Site and the use of the Site.

7.4 Nothing in a contract under these terms and conditions will limit or exclude the liability:

- (a) for death or personal injury resulting from negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) in any way that is not permitted under applicable law.

7.5 The limitations and exclusions of liability set out in this Section 10 and elsewhere in a contract under these terms and conditions:

- (a) are subject to Section 7.4; and
- (b) govern all liabilities arising under that contract or relating to the subject matter of that contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in that contract.

7.6 To the extent that the Site and the information and services on the Site are provided free of charge, we will not be liable for any loss or damage of any nature.

7.7 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

7.8 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

7.9 We will not be liable to you in respect of any loss or corruption of any data, database or software.

7.10 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

7.11 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will

not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the Site or these terms and conditions.

## **8. Breaches of these terms and conditions**

- 8.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to the Site;
  - (c) permanently prohibit you from accessing the Site;
  - (d) block computers using your IP address from accessing the Site;
  - (e) contact any or all of your internet service providers and request that they block your access to the Site;
  - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
  - (g) suspend or delete your account on the Site.
- 8.2 Where we suspend or prohibit or block your access to the Site or a part of the Site, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **9. Other provisions**

- 9.1 We may revise these terms and conditions from time to time.
- 9.2 The revised terms and conditions shall apply to the use of the Site from the date of publication of the revised terms and conditions on the Site, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 9.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the Site, and you must stop using the Site.
- 9.4 You agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 9.5 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.
- 9.6 If a provision of a contract under these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 9.7 If any unlawful and/or unenforceable provision of a contract under these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
- 9.8 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 9.9 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.
- 9.10 Subject to Section 7.4, these terms and conditions, together with the Privacy policy, shall constitute the entire agreement between you and us in relation to your use of the Site and shall supersede all previous agreements between you and us in relation to your use of the Site.
- 9.11 A contract under these terms and conditions shall be governed by and construed in accordance with English law.
- 9.12 Any disputes relating to a contract under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.
- 9.13 You can contact us by sending email to [support@newzmaker.com](mailto:support@newzmaker.com).