

## **WEBSITE TERMS OF USE**

This page (together with any other documents referred to on it) tells you the terms of use ("Terms") on which you may make use of our website <https://www.lionscreativity.com> (our "Site"). Please read the Terms carefully before using our Site.

### **Who we are and how to contact us**

1. This Site is operated by Ascential Events (Europe) Limited ("we", "us" and "our"). We are registered in England and Wales under company number 07814172 and have our registered office at The Prow, 1 Wilder Walk, London W1B 5AP.
2. To contact us, please refer to the "Contact Us" section of the Site.

### **By using our Site you accept these Terms**

3. You have to be at least 18 to access the Site. By using any part of our Site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you will not use our Site.

### **There are other terms that may apply to you**

4. The following additional terms may also apply to your use of our Site:
  - a. Our Privacy Policy, which sets out information about the provision of personal information by you and how we use it.
  - b. Our Cookies Policy, which sets out information about the cookies on our Site.
5. Where you access products and/or services via our Site, your access (and use) will be governed by the terms and conditions applied to those products and/or services in conjunction with these Terms. In the event of any conflict between these Terms and the relevant product or service terms, the latter will prevail and apply.

### **We may make changes to these Terms**

6. We may revise these Terms at any time by posting an update on our Site. Your continued use of our Site after any such changes constitutes your acceptance of the new Terms. Every time you wish to use our Site, please check these Terms to ensure you understand the Terms that apply at that time, as they are binding on you. These Terms were most recently updated in July 2021.

### **We may make changes to our Site**

7. We may update and change our Site from time to time to reflect changes to our services, our users' needs and our business priorities.

### **We may suspend or withdraw our Site**

8. We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
9. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.
10. Please don't breach the Terms, or we may be required to suspend or even cancel your access to LIONS membership.

**You will register your details correctly**

11. To access certain parts of our Site, we may require you to register and provide certain information about yourself. When you register you agree to:

- a. provide true, accurate, current and complete information about yourself as prompted by the relevant registration form; and
- b. contact us using the "Contact Us" section of our Site in the event that you wish to update your information.

**How you may use material on our Site**

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

13. You agree that in using our Site you will:

- a. only use the material on our Site in accordance with the following permitted uses:
  - i. you may view them on a computer screen, print off only one copy of any page(s) from our Site;
  - ii. you may download extracts of any page(s) from our Site where permission to download and store the materials is specifically granted in the relevant materials, and that downloading was permitted in accordance with fair practice and only to the extent reasonably required in the circumstances;
  - iii. where permission to download and store material is specifically granted, you may download and store the content on the hard disk of your computer or portable media but not make any further transfer or copy of it; and
  - iv. you may only make such other use of the material as may be specifically authorised on our Site or within the relevant materials;
- b. not distribute, reproduce, modify, store, transfer or in any other way use any of the paper or digital copies of any materials you have printed off or downloaded (including as part of any database, library, news, information, archive, website or similar service) unless specifically authorised by us or as set out above;
- c. not disseminate advertisements on our Site or use our materials for any other commercial purposes (which would include using them to promote or encourage the sale of your goods/services);
- d. not disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- e. not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; always acknowledge our status (and that of any identified contributors) as the authors of content on our Site;
- f. not remove the copyright or trade mark notice(s) from our materials; and
- g. not scrape, extract, download, upload, sell or offer for sale any of the material on our Site and you agree not to use, or cause to be used, any computerized or other manual or automated program or mechanism, tool, or process, including any scraper or spider robot, to access, extract, download, scrape, data mine, display, transmit, or publish, any of the material on our Site;

14. If you print off, copy, download or use any part of our Site in breach of these Terms, your right to use our

Site will cease immediately and you will, at our option, return or destroy any copies of the materials you have made.

**Do not rely on information on our Site**

15. The content on our Site and any related material provided to you by us is provided for general information only. It does not amount to any form of advice or recommendation on which you should rely. You will obtain professional or specialist advice before taking, or refraining from, any action, specific investment or other business or personal decisions on the basis of the content on our Site.

16. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date. We cannot be held liable for its accuracy and timeliness, and we are under no obligation to update it. We may however update and make changes to the content on our Site, at any time without notice.

**We are not responsible for websites we link to**

17. Where our Site contains links to third party 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.

18. We have not reviewed these third party websites and have no control over the contents or availability of those websites or resources. If you decide to access any of the third party websites linked to our Site, you do so entirely at your own risk.

**User-generated content is not approved by us**

19. Our Site may include information and materials uploaded by other users of our Site. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values. We accept no responsibility for any statements, material or other submissions placed on our Site by users.

20. If you wish to complain about information and materials uploaded by other users please contact us using the “Contact Us” section of our Site.

**Our responsibility for loss or damage suffered by you**

21. Nothing in these Terms will operate to exclude or limit our liability to you for death or personal bodily injury caused by us or our employees or subcontractors’ negligence, or for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law.

22. Subject to the foregoing:

a. we will not be liable to you arising out of or in connection with use of our Site for any of the following types of losses, damages, or expenses of any kind arising out of or in connection with such use;

i. consequential;

ii. indirect;

iii. special;

iv. lost profits;

v. lost revenue;

vi. lost sales;

vii. anticipated savings; and

viii. losses, damages, or expenses arising from loss of data;

b. our total aggregate liability to you arising out of or in connection with use of our Site will be limited in aggregate to £500 (five hundred pounds sterling); and

c. we will have no liability to you for any failure or delay in performing an obligation under these Terms because of any event beyond our or our subcontractors' reasonable control.

23. You acknowledge and agree that in using our Site you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms.

#### **Uploading content to our Site**

24. Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Site, you will comply with these Terms. You warrant that any such contribution does comply with these terms, and you will be liable to us for any loss or damage that we suffer as a result of your breach of that warranty.

25. You agree that you will not conduct, post, communicate, transmit or make available to or through the Site, any statement, material, communication or other content or activity which:

a. is abusive, seditious, pornographic, aggressive, homophobic, defamatory, libellous, untrue, hateful, discriminatory, obscene, explicit, inflammatory or racist;

b. harasses, bullies or intimidates any person;

c. encourages any violation of these terms of use or impersonates any person or misrepresents your identity or affiliation with any person, or gives the impression that your communications emanate from us;

d. is unlawful, malicious, misleading, discriminatory or which gives rise to civil or criminal liability, breaches regulation or applicable codes of conduct or which might call us or the Site or any contributions into disrepute;

e. infringes or is likely to infringe the intellectual property, contractual, confidentiality or other rights of us or any third party anywhere in the world or facilitates or encourages such infringement;

f. is or is likely to interrupt, damage, destroy or limit the functionality or be technically harmful such as the introduction of computer viruses, worms, logic bombs or other malicious software or harmful data, or otherwise attempts to or actually does modify or interfere with the Site or overburden or disrupt or adversely affect any computer or server used by the Site;

g. constitutes or promotes any illegal or unlawful activity, or in breach of confidence or breach of privacy, which may cause annoyance or inconvenience or may restrict or inhibit the use of our Site by any person, or which constitutes or encourages conduct that may be considered a criminal offence or give rise to civil liability in any country in the world;

h. or any activity which otherwise results in a breach of applicable regulation or codes of conduct;

i. seeks or attempts to make any arrangement to meet a person under the age of 18;

j. contains any restricted material, including but not limited to passwords, medical information or confidential information of any person;

k. constitutes, at our absolute discretion, misuse of the Site, or an attempt to gain unauthorised access to the

Site or parts thereof, or to the accounts of other users or networks or devices, or is likely to embarrass, alarm, annoy or harm another person;

l. infringes or is likely to infringe our intellectual property rights such as by using our directory to contact those in the directory in bulk and dissuade them from making use of our site or services, or to establish a competing directory, site or service by soliciting users in bulk from using our directory;

m. brings or may bring us or any of our brands or subsidiaries into dispute or in any way damage their reputation;

n. solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing or otherwise does not comply with the spirit as well as the letter of the preceding standards; or

o. contains any link(s) that take users to material that contravenes any of the above restrictions.

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

27. 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 our Site constitutes a violation of their intellectual property rights or of their right to privacy.

28. We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with these Terms.

29. You are solely responsible for securing and backing up your content. We are not responsible for viruses and you will not introduce them

30. We do not guarantee that our Site and any related material provided by us to you will be secure or free from bugs, viruses or other malicious code.

31. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

32. You will not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You will not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You will not attack our 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 any such breach, your right to use our Site will cease immediately.

#### **Rules about linking to our Site**

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

34. You will not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

35. You will not establish a link to our Site in any website that is not owned by you.

36. Our site will not be framed on any other site, nor may you create a link to any part of our Site other than

the home page.

37. We reserve the right to withdraw linking permission without notice.

38. If you wish to link to or make any use of content on our Site other than that set out above, please contact us using the “Contact Us” section of our Site.

**Which country's laws apply to any disputes?**

39. These Terms, their subject matter and their formation, are governed by and should be construed in accordance with 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 and you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

40. In the event that any provision of these Terms is held to be invalid or unenforceable, the remainder of these Terms will remain valid and enforceable.