## WEBSITE TERMS AND CONDITIONS OF USE

Welcome to the website terms and conditions of use (the **Terms**) which apply to <u>http://www.adhelpnews.com/home.aspx</u>, <u>http://www.newsukadvertising.co.uk</u> and <u>http://www.newsretail.co.uk</u> (each a **Website**, and together the **Websites**).

By using our Website you agree to be legally bound by these Terms. If you do not agree to accept these Terms, you should not use our Website.

# Accessing and using our Website

Access to our Website is permitted on a temporary basis and we reserve the right to suspend, withdraw, discontinue or change any part of our Website, including the availability of any content, without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.

You are responsible for ensuring that all persons accessing our Website through your connection are aware of these Terms and that they comply with them. Where you are provided with a user ID, password or any other piece of information as part of our security procedures you must treat such information as confidential and 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.

The content on our Website is provided for information only. 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 our Website is accurate, complete or up-to-date.

In accessing any part of our Website, you agree not to:

- use our Website in such a way that disrupts, interferes with or restricts the use of our Website by other users;
- use our Website for any activities which breach any laws or regulations or infringe any third party rights;
- use the personal information of another person in order to access or use our Website;
- remove, obscure, or alter any copyright notices, trademarks, or other proprietary rights notices of ours or any third party;
- decompile, reverse engineer, disassemble, copy or adapt any software or other code or scripts forming part of our Website;
- transmit any viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful through our Website.

## Our content

Our content, trademarks, copyright, patents, logos, domain names and other related intellectual property rights or other features of our brand belong to us or to our licensors. Your use of our Website does not grant you any rights in our and/or our licensor's intellectual property whether for commercial or non-commercial use.

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

# Links to third party websites

Our Websites may include links to third party internet websites which are controlled and maintained by others. These links are provided for information and convenience and we have no control over and cannot therefore accept responsibility or liability for the content of any linked third party website. We do not endorse any linked website.

## Privacy

If you supply personal details to us through our Websites then you consent to our maintaining, recording, holding and using such personal data in accordance with our <u>Privacy</u> and Cookie Policy.

## Changes to our Terms

At any time, we may amend these Terms to ensure that we remain compliant with relevant laws and regulations and to ensure that we are constantly improving your experience using our Website, so please ensure that you check our terms frequently. By continuing to use any of our Website after changes are made, you are accepting those changes and will be bound by them.

#### Disclaimer

Information and content on our Website is provided "as is" and for general information purposes only and should not be relied upon as a specific source of information. From time to time, it may be the case that certain information and content is supplied to us by our third party partners. We have no control over third party content and we are unable to guarantee the accuracy of such third party content.

We may from time to time provide links to third party internet websites that may be of interest to you. You agree and acknowledge that we have no control and will accept no responsibility or liability over the content or availability of these third party websites. It is your responsibility to become familiar with such third party website terms and conditions and any other policies of such websites.

Whilst we will do our best to ensure that our Websites are fully operational at all times, we are not responsible for any problems or temporary interruptions in using any of our Websites arising from factors outside of our control (e.g. technical problems from traffic

congestion on the internet) or for any problems arising from participating in or from downloading third party content.

Under no circumstances shall we be responsible for any loss or damage resulting from the use of our Website and/or from the use of information presented on any of our Websites.

# Limitation of our liability to you

You agree that to the extent permissible by law, your sole and only remedy for any problems, issues or concerns arising from the use of our Website is to stop using our Website.

## Indemnity

By using our Website, you agree to indemnify us and our agents, and any third party contributors to our Website, against any loss, damages or expenses incurred by us as a result of your breach of these Terms.

## Law and jurisdiction

Any dispute or claim arising out of or in connection with our Website, these Terms and/or our Privacy and Cookie Policy (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and will be subject to the exclusive jurisdiction of the English courts.

### Other information

In these terms of use the following words and expressions have the following meanings:

**News UK Group** means News UK & Ireland Limited (**News UK**), whose registered office is at 1 London Bridge Street, London, SE1 9GF, and any subsidiary from time to time of News UK or its holding company

**Our content** means any text, files, images, photos, graphics, video, sounds, musical works or any other materials that we post on or through the Website.

**Third party content** any text, files, images, photos, graphics, video, sounds, musical works or any other materials posted on or through the Website by our third party partners.

**Us, our, we** means News UK and any subsidiary from time to time of News UK or its holding company.

You, your, yours means you as a user of any Website that hosts these Terms.