

1854 Media Ltd (formerly trading as Apptitude Media Ltd)

TERMS OF COPYRIGHT AND LICENSING

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1 Intellectual Property Protection

The term "Intellectual Property Rights" means, patents, rights to inventions, copyright and related rights, moral rights, logos, trade marks and service marks, business names and domain names, rights in get-up and content, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and data, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

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Any use of 1854 Media Content not specifically permitted above is expressly prohibited. Requests for permission for other uses may be sent to our Production Department, 1854 Media, Ground Floor Unit A, Zetland House, 5-25 Scrutton Street, London EC2A 4HJ, United Kingdom, or by email to hello@1854media.co.uk and may be subject to a fee.

3 Licence Fee, Payment, and Transactions

Access to certain 1854 Media Content may be subject to a fee or subscription. All payments (including applicable taxes) must be made in advance in a currency specified by 1854 Media. You are responsible for the payment of all charges associated with the use of the Sites using your Username, Password or ID.

There may be from time to time opportunities to use the Sites to purchase products or services from third party suppliers. In that event, your contract for such products will be with the third party provider and not with 1854 Media.

All refunds that relate to 1854 Media products or services are at the discretion of 1854 Media. Any product-specific offers, conditions or terms are stated at the point of purchase for that product.

4 Terms and Termination

1854 Media may, at its discretion, terminate or suspend individual or group access to all or part of the Sites (including any right to access and use 1854 Media Content) with or without cause. We endeavour to notify you however we are under no obligation to do so. The rights of termination are in addition to all other rights or remedies of 1854 Media provided in these Terms or by law.

We do not guarantee that our Site, or any Content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

5 Changes to the Site

1854 Media reserves the right, in its discretion, to suspend, change, modify, add or remove portions of 1854 Media Content available on the Sites at any time and to restrict the use and accessibility of the Sites.

6 Registration, Passwords and Responsibilities

Some parts of the Sites require registration. You are solely responsible and liable for the confidentiality and use of and access to the 1854 Media Content and Sites using your username, password or ID. You agree to immediately notify 1854 Media if you become aware of any loss or theft of any username, password or ID or any unauthorised use of a username, password, ID, or any other login details. 1854 Media reserves the right to monitor and record activity on the Sites, including access to 1854 Media Content.

7 Privacy Policy

1854 Media maintains a high level of privacy and security for your details. View our online Privacy Policy in full at <http://1854media.co.uk/privacy.html>

8 No Warranty, Disclaimer of Liability and Indemnity

While every effort has been made to ensure the high quality and accuracy of the Sites, 1854 Media makes no warranty, express or implied concerning the Content of the Sites, which is provided "as is". 1854 Media expressly disclaims all warranties, including but not limited to warranties of fitness for a particular purpose and warranties of satisfactory quality. The Content on our 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 our Site. In no event will 1854 Media, its affiliates or other suppliers be liable for direct, special, incidental, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising directly or indirectly from the use of (or failure to use) or reliance on the Content, even if 1854 Media has been advised of the possibility that such damages may arise.

1854 Media does not guarantee the accuracy or timeliness of the Content appearing on the Sites, or that the Sites or related systems are free from viruses or other contaminating or destructive properties. In the event that 1854 Media incurs any liability whatsoever, the aggregate liability shall not exceed the amount that you originally paid for the service. Except in respect of death, personal injury or fraudulent misrepresentation, the Terms together with any order form and payment method instructions set forth the entire agreement and understanding of the parties relating to the subject matter herein. Any prior written or verbal agreements are superseded by the Terms.

9 Force Majeure

1854 Media, its affiliates and its information providers will not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of 1854 Media Content resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorised access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labour problems, wars, or governmental restrictions.

10 Links To Third Party Websites

The Sites may contain links and pointers to Internet sites maintained by third parties. 1854 Media does not operate or control in any respect any information, products or services on such third party sites. Links are provided solely for your convenience, and do not constitute any endorsement by 1854 Media and/or its suppliers. You assume sole responsibility for use of third party links and pointers.

11 Miscellaneous

1854 Media may, at its discretion, change these Terms (including those relating to your use of the Sites and/or the 1854 Media Content) and you agree to be bound by such changes. It is your responsibility to check the Terms on a regular basis for any changes..

If at any time you, or your organisation, have a complaint or comment to make about the Content featured within the Sites they should contact the editor for that particular product whose details can be found on the product pages in question.

Parts of the Sites may contain advertising or other third party content. Advertisers and other content providers are responsible for ensuring that material submitted for inclusion on the Sites complies with international and national law. 1854 Media is not responsible for any third party content or error, omission or inaccuracy in any advertising material.

If any provision of the Terms is held to be invalid by a court of competent jurisdiction, 1854 Media shall amend the invalid provision in such reasonable manner as achieves the intention of the parties without illegality, or at 1854 Media's discretion such provision may be severed from this agreement and the remaining provisions shall nevertheless remain in full force and effect.

12 Governing Law and Jurisdiction

These Terms shall be governed by, and construed in accordance with, English law. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute, which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

13 Cookie policy

Please see our Privacy Policy at <http://1854media.co.uk/privacy.html>

14. Linking to our sites

You may link to our home pages and sub domains, 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.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

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 our Acceptable Use Policy.

If you wish to make any use of content on our site other than that set out above, please contact hello@1854.media