

TERMS OF WEBSITE USE

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1. INTRODUCTION

- 1.1. These terms and conditions (**Terms of Website Use**) govern your use of our websites, getsubly.com and subdomains.
- 1.2. By using our websites, you accept these Terms of Website Use in full. Accordingly, if you disagree with these Terms of Website Use or any part of these Terms of Website Use, you must not use our websites.
- 1.3. You must be at least 18 years of age to use our websites. By using our websites or agreeing to these Terms of Website Use, you warrant and represent to us that you are at least 18 years of age.

2. INFORMATION ABOUT US

- 2.1. **Who we are.** When we say “we”, “us” or “our” in these Terms of Website Use, we mean Subly UK Limited, a company registered in England and Wales under company number 12618425. Our registered office is at Kemp House, 160 City Road, London, England, EC1V 2NX.
- 2.2. **How to contact us.** If you wish to contact us for any reason, including because you have any queries or complaints, you can contact us:
 - (a) by email at: legal@getsubly.com; or
 - (b) post to the address at clause 2.1 above.

3. COPYRIGHT, TRADE MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 3.1. Copyright (c) 2019-2020 Subly Limited.
- 3.2. Subject to the express provisions of these Terms of Website Use:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our websites and the material on our websites; and
 - (b) all the copyright and other intellectual property rights in our websites and the material on our websites are reserved.
- 3.3. Subly, our logos and our other trade marks are trade marks belonging to us. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 3.4. The third party registered and unregistered trade marks or service marks on our websites are the property of their respective owners and, unless expressly stated otherwise in these Terms of Website Use or on our websites, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

3.5. Nothing in these Terms of Website Use shall operate to transfer any intellectual property rights from us to you. Any goodwill derived from the use by you of our intellectual property rights shall accrue to us.

4. LICENCE TO USE WEBSITES

4.1. You may:

- (a) view pages from our websites in a web browser;
- (b) download pages from our websites for caching in a web browser;
- (c) print pages from our websites;
- (d) stream audio and video files from our websites; and
- (e) use our website services by means of a web browser,

subject to the provisions of these Terms of Website Use.

4.2. Except as expressly permitted by clause 4.1 or the other provisions of these Terms of Website Use, you must not download any material from our websites or save any such material to your computer.

4.3. You must not use any part of the content of our websites for commercial purposes without obtaining a licence to do so from us, except if you are a registered user of Subly (our cloud-based software services), in which case you may use our websites in accordance with our [Terms of Service](#).

4.4. Except as expressly permitted by these Terms of Website Use, you must not edit or otherwise modify any material on our websites.

4.5. Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our websites (including republication on another website);
- (b) sell, rent or sub-license material from our websites;
- (c) show any material from our websites in public;
- (d) exploit material from our websites for a commercial purpose; or
- (e) redistribute material from our websites.

4.6. Notwithstanding clause 4.5 of these Terms of Website Use, you may redistribute our newsletter in print and electronic form to any person.

4.7. We reserve the right to restrict access to areas of our websites, or indeed our whole websites, at our discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our websites.

5. ACCEPTABLE USE

5.1. You must not:

- (a) use our websites in any way or take any action that causes, or may cause, damage to the websites or impairment of the performance, availability or accessibility of the websites;
- (b) use our websites 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 our websites 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 our websites without our express written consent;
- (e) access or otherwise interact with our websites using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our websites; or
- (g) use data collected from our websites for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2. You must not use data collected from our websites to contact individuals, companies or other persons or entities.

5.3. You must ensure that all the information you supply to us through our websites, or in relation to our websites, is true, accurate, current, complete and non-misleading.

6. LIMITED WARRANTIES

6.1. We do not warrant or represent:

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

6.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our websites, at any time in our sole discretion without notice or explanation. Save to the extent expressly provided otherwise in these Terms of Website Use, 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 websites.

6.3. To the maximum extent permitted by applicable law and subject to clause 7.1 of these Terms of Website Use, we exclude all representations and warranties relating to the subject matter of these Terms of Website Use, our websites and the use of our websites.

7. LIMITATIONS AND EXCLUSIONS OF LIABILITY

7.1. Nothing in these Terms of Website Use will limit or exclude any liability for death or personal injury resulting from negligence; limit or exclude any liability for fraud or

fraudulent misrepresentation; limit any liabilities in any way that is not permitted under applicable law; or exclude any liabilities that may not be excluded under applicable law.

7.2. The limitations and exclusions of liability set out in this clause 7 and elsewhere in these Terms of Website Use are subject to clause 7.1, and govern all liabilities arising under these Terms of Website Use or relating to the subject matter of these Terms of Website Use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms of Website Use.

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

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

7.5. 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.

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

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

8. THIRD PARTY WEBSITES

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8.1. Our websites may include links to other websites owned and operated by third parties. Such links are provided for information only and are not recommendations or endorsements by us of those linked websites or information you may obtain from them.

8.2. We have no control over third party websites and their contents, and (save as stated in section 7.1 of these Terms of Website Use) we accept no responsibility for them or for any loss or damage that may arise from your use of them.

9. BREACHES OF THESE TERMS OF WEBSITE USE

9.1. Without prejudice to our other rights under these Terms of Website Use, if you breach these Terms of Website Use in any way, or if we reasonably suspect that you have breached these Terms of Website Use in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our websites;
- (c) permanently prohibit you from accessing our websites;
- (d) block computers using your IP address from accessing our websites;
- (e) contact any or all of your internet service providers and request that they block your access to our websites; or
- (f) commence legal action against you, whether for breach of contract or otherwise.

9.2. Where we suspend or prohibit or block your access to our websites or a part of our websites, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

10. CHANGES TO THESE TERMS OF WEBSITE USE

10.1. We may revise these Terms of Website Use from time to time.

10.2. The revised Terms of Website Use shall apply to your use of our websites from the date of publication of the revised Terms of Website Use on the websites.

11. SEVERABILITY

If a provision of these Terms of Website Use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these Terms of Website Use 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.

12. LAW AND JURISDICTION

12.1. These Terms of Website Use shall be governed by and construed in accordance with English law. Subject to clause 12.2, any disputes relating to these Terms of Website Use shall be subject to the exclusive jurisdiction of the courts of England.

12.2. If you use our websites as a consumer (that is an individual acting wholly or mainly outside your trade, business, craft or profession), this section shall not have the effect of depriving you of the protection afforded to you by mandatory provisions of the applicable laws regulating the choice of the governing law and/or jurisdiction in consumer contracts. For example, if you live in Scotland, you can bring legal proceedings in respect of these Terms either in the Scottish or the English courts, and if you live in Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.