

## TERMS OF USE

### IMPORTANT LEGAL STUFF ABOUT HOW YOU CAN USE OUR SITE

1. These Terms of Use apply to your use of the website located at [www.ipulse.biz](http://www.ipulse.biz) (**Site**) and any associated site or sites linked to it. By using the Site you agree to be bound by these Terms of Use and any other terms set out on the Site including the Privacy Policy and the Cookie Policy as amended and updated from time to time. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SITE.
2. You may only use the Site for your own personal non-commercial use. You must not copy, amend, alter or use the Site for any other purpose. You must not use the Site as an information or news source to create your own content as it is a breach of our rights. We will prosecute anyone who copies or otherwise uses our content in any way other than for their own personal and non-commercial use or as authorised by us.
3. We will monitor your use of our Site to ensure that our content is not being used in any way other than as expressly permitted by us and your use of the Site is your acceptance to our monitoring of your use. If you are a commercial user, you give us consent to monitor your services to ensure that you have strictly complied with our Terms of Use.
4. We accept no responsibility for any third party content or advertising on the Site.

### THE LEGAL STUFF IN MORE DETAIL

We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following any changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited licence to enter and use the Site.

#### 1. DEFINITIONS.

**You:** means you, the user of the Site, and **your** shall be interpreted accordingly.

**We/us:** means Ipulse of Carrington House, 126 Regent Street, London W1S 5SE and **our** shall be interpreted accordingly.

**Site:** means [www.ipulse.biz](http://www.ipulse.biz)

**User Information:** means the personal details, which may be provided by you to us via the Site.

**Users:** means the users of the Site collectively and/or individually depending on the context in which it is used in these Terms of Use.

**Content:** means all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code contained on the Site, including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content.

#### 2. ACCEPTABLE USE

You agree that any use by you of the Site shall be in accordance with the following conditions:

- 2.1 You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. We reserve the right to monitor and to bar any such activity and your use of the Site hereby authorises us to monitor your use of the Site and its Content.
- 2.2 You may not attempt to gain unauthorised access to any portion or feature of the Site, or any other systems or networks connected to the Site or its server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.
- 2.3 You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other User or visitor to the Site, or any other customer of ours, including any Site account (if any) not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.
- 2.4 You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or our systems or networks, or any systems or networks connected to the Site.
- 2.5 You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the, or with any other User’s use of the Site.
- 2.6 You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmission you send to the Site on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- 2.7 You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use or the law, or to solicit the performance of any illegal activity or other activity which infringes our rights or rights of others.
- 2.8 **Posting Content.** You will not post or transmit through the Site any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality or rights of privacy) or cause distress or inconvenience. You must not express opinions that are vulgar, crude, sexist, racist or otherwise offensive. You will always treat other Users with respect.
- 2.9 You will not post or otherwise make available on the Site any material, which you do not own without the express permission of the owner of the material.
- 2.10 You will not copy, download, reproduce, republish, frame, transmit in any manner whatsoever, any material on the Site except as is strictly necessary for your own personal non-commercial use.
- 2.11 **Security.** Certain features or services offered on or through the Site may require you to register (including setting up a User ID and password). You are entirely responsible for maintaining the confidentiality of your registration information including your password and for any and all activity that occurs under your registration as a result of your failing to keep

this information secure and confidential. You agree to notify us immediately of any unauthorised use of your User ID or password, or any other breach of security. You may be held liable for losses incurred by us or any other user of or visitor to the Site due to someone else using your User ID, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's User ID or password at any time without the express permission and consent of the holder of that User ID or password. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

### 3. **THIRD PARTY WEBSITES AND ADVERTISERS**

- 3.1 **Linked Sites.** This Site may contain links to other independent third party websites (**Linked Sites**). These Linked Sites are provided solely as a convenience to our Users. Such Linked Sites are not under our control, and we are not responsible for and do not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.
- 3.2 We do not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from any Linked Sites.
- 3.3 **Third Party Advertisers.** Any dealings between you and any third party advertisers or merchants found on or via the Site, including payment for and delivery of products, services and any other terms, conditions, warranties or representations associated with such dealings, are made between you and the relevant advertiser or merchant. Therefore, we are not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings. Third party advertisers may place cookies on your computer. For more information relating to these cookies, please see our Cookie Policy. We are not responsible for any third party cookie that is placed on your computer.

### 4. **CONTENT**

- 4.1 All Content, is owned, controlled or licensed by or to us, and is protected by law, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.
- 4.2 Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, rewritten, used as a news source, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including **mirroring**) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise or commercially exploited, without our express prior written consent.
- 4.3 If you become aware of any such distribution, commercial exploitation or any other unauthorised use of our Content, you agree to notify us by email at [partner@ipulseip.com](mailto:partner@ipulseip.com).
- 4.4 You acknowledge that by posting materials on the Site, you grant to us and our licensors and assigns, an irrevocable, perpetual, royalty free, worldwide licence to use the materials within the Site. Should we wish to use your material in any other way we will contact you unless we expressly advise you at the time that you provide such material. The licence extends to copying, adapting and editing the materials for use on the Site.

### 5. **LIABILITY FOR INFORMATION PROVIDED ON THE SITE**

- 5.1 **Third Party Content.** We are not liable for any material which is posted on the Site by any other person including advertisers and Users, and we are not responsible for and do not endorse such material, and accept no responsibility for its accuracy.

We reserve the right to monitor the contributions made and may respond to or comment upon communications made by you and edit, refuse to post, or remove any content from the bulletin boards (if any) or otherwise that may be available through our Site from time to time, in our absolute discretion. No failure to remove particular material constitutes an endorsement or acceptance of it by us.

- 5.2 We will not be held responsible or liable for the content, accuracy, timing or reliability of any information or statements contained within the Site, or for statements, advice and/or opinions made or given by Users (except as required by law). If you have any claim arising from the actions or statements of another User, you agree to pursue such a claim only against that User and not from us.
- 5.3 We will endeavour to provide the Site using all reasonable care. Except as required by law, we will not be responsible or liable for the quality, accuracy or fitness for a particular purpose of the Site and do not promise that the material contained in the Site, or any of the functions contained in the Site or its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.
- 5.4 We will be liable for any fraudulent misrepresentations we make and for any death or personal injury caused by our negligence. We will not be responsible or liable to you for any other loss or damage that you or any third party may suffer as a result of using or in connection with your use of the Site.

## 6. **DISCLAIMERS**

- 6.1 WE DO NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. WE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY SERVICE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.
- 6.2 The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.
- 6.3 We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

- 6.4 **Limitation of Liability.** Except where prohibited by law, in no event will we be liable to you for any loss of (i) profits (ii) business interruption (iii) goodwill or reputation or otherwise, or for any indirect, consequential, exemplary, incidental or punitive damages, including any indirect or consequential losses, even if we have been advised of the possibility of such damages.
- 6.5 If, notwithstanding the other provisions of these Terms of Use, we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, our liability shall in no event exceed GBP£100.00.

## 7. **INDEMNITY**

You undertake to indemnify, on demand, and hold us, our officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party due to or arising out of or in connection with your use of the Site.

## 8. **BREACH OR NON-COMPLIANCE WITH TERMS OF USE**

- 8.1 We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or Users of the Site, including our customers and advertisers. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure, including exchanging information with other companies and organisations for fraud protection purposes.
- 8.2 You acknowledge and agree that we may preserve any transmittal or communication by you with us through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or we determine that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data privacy breaches or the rights of others, or (4) protect our rights, property or the personal safety of our employees, Users of or visitors to the Site, and the public.
- 8.3 You agree that we may, in our sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have breached or failed to comply with any one or more of these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any breach or non-compliance by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate, and you consent to us obtaining any injunctive or equitable relief that we may deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have against you at law or in equity.
- 8.4 You agree that we may, in our sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.
- 8.5 If we do take any legal action against you as a result of your breach of these Terms of Use, we will be entitled to recover from you, and you undertake to pay, on demand, all

reasonable legal fees and costs of such action, in addition to any other relief granted to us. You agree that we will not be liable to you or to any third party for termination of your access to the Site as a result of any breach or non-compliance of these Terms of Use.

## 9. **PRIVACY**

9.1 We shall comply with all applicable UK data protection legislation from time to time in place in respect of any personal information relating to you gathered by us. For further information on our Privacy Policy please see the link on this site and our Cookie Policy please see the link on this site.

9.2 Please contact us by email at [partner@ipulseip.com](mailto:partner@ipulseip.com) to notify us of any changes to the information you have previously given or if you wish to withdraw your consent to our using your User Information for any stated purposes or for any form of promotional contact.

## 10. **TERMINATION AT OUR DISCRETION**

We reserve the right immediately to terminate your use of the Site if you breach or do not comply with any of our Terms of Use or we have reasonable grounds to believe that you are likely to breach these terms and conditions or you otherwise engage in conduct which we determine in our sole discretion to be unacceptable.

## 11. **GOVERNING LAW; DISPUTE RESOLUTION**

11.1 You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of England and without regard to its conflicts of laws provisions. You agree to the exclusive jurisdiction of the Courts of England and Wales and waive any objection to such jurisdiction or venue.

11.2 In the event of any controversy or dispute between us and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

## 12. **FEEDBACK**

Should you wish to make any comments to us about the Site or if you have any questions relating to the same please contact us at [partner@ipulseip.com](mailto:partner@ipulseip.com).

## 13. **OUR DETAILS**

Ipulse is registered trademark and is the trading name of Ipulse (IP) Partners LLP. We can be contacted at Carrington House, 126 – 130 Regent Street, London W1S 5SE, UK.