

# TERMS & CONDITIONS

These terms and conditions were last updated on 22/07/2019

## 1. INTRODUCTION

- 1.1 These terms & conditions set out the terms between you the user and us the website owner.
- 1.2 Your use of this website and any service contained within constitutes acceptance of these terms & conditions in full.
- 1.3 You should not use this website if you do not accept with these terms & conditions in full.

## 2. CUSTOMER INFORMATION

- 2.1 You should always check that the contact information you provide is correct before creating an account.
- 2.2 You are responsible for maintaining your own username and password, where required to access your account. You should ensure that you store your username and password securely and that the details required to access your account are not provided to another party.
- 2.3 You are responsible for your account and actions taken within it. If you are aware or suspect that your account username and password or other details have become known to a third party, you should inform us immediately.
- 2.4 Our website is only intended for use by adults.
- 2.5 We reserve the right to restrict or remove your access to this website where you breach these terms and conditions. Such restriction or removal will take place without recourse or explanation to you where we solely deem it appropriate or necessary.

## 3. PRIVACY

We take your privacy seriously. We are registered under and comply with the Data Protection Act 1998. For further details please see our Privacy Policy.

## 4. CUSTOMER COMPLAINTS

We endeavor to respond to all complaints or queries within five working days.

## 5. EVENTS OUTSIDE OUR CONTROL

We shall not be liable for delay or failure to perform any obligation under these terms & conditions if

the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

## 6. LICENCE

6.1 We grant you a licence to access the content, information and services contained within our website for personal use only.

6.2 This licence allows you to download and cache (using your browser) individual pages from our website.

6.3 This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

6.4 Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

6.5 Our website cannot be placed within the frame-set of another site.

6.6 Third parties are not allowed to “deep link” to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

6.7 The restriction on “deep linking” does not apply to affiliate partners or other partners who wish to send users directly to a particular section or page.

## 7. COPYRIGHT

7.1 All content, databases, graphics, buttons, icons, logos, layouts and look & feel are our copyright, unless expressly acknowledged as otherwise.

7.2 The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

## 8. USER GENERATED CONTENT

8.1 Where the facility exists you may provide reviews or public feedback on the website, also known as user-generated content.

8.2 Where the facility exists such user-generated content can be provided in different formats and mediums; text, audio, video and still photographs.

8.3 As part of providing this content to us you agree to grant us a worldwide, irrevocable, non-exclusive and royalty-free license to use, distribute, edit, translate and repurpose such content, as we require, including sub-licensing to other parties.

8.4 Such content shall not infringe the intellectual property rights of any other party. Furthermore, the content shall not be illegal or capable of breaching the laws of any jurisdiction in which it may be displayed.

8.5 We reserve the right to remove any content, which breaches or risks breaching these terms and conditions.

8.6 However, we shall not assume any responsibility for auditing or monitoring any user generated content.

8.7 Any complaints about such content by rights holders or any user or visitor to our website should be directed to us using our contact details listed at the end of these terms and conditions.

## 9. LIMITATIONS AND EXCLUSIONS OF LIABILITY

9.1 Where content and information is provided on the website without charge we exclude all liability for such content and information.

9.2 All business losses (including, but not limited to) loss of profits, income, revenue, damage to goodwill, loss of other commercial contracts, other commercial opportunities are all excluded.

9.3 All indirect, consequential or special losses or damage are all excluded.

9.4 All other losses or damages not reasonably foreseeable at the time of the contract between you and us are also excluded.

9.5 All losses relating to the loss or corruption of data, databases, systems, software or hardware are all excluded.

9.6 These terms and conditions do not exclude or limit liability for death or personal injury caused by you or us.

9.7 These terms and conditions do not exclude or limit liability for fraud or fraudulent misrepresentation caused by you or us.

9.8 These terms and conditions do not exclude or limit liability where this conflicts with the applicable law for this jurisdiction.

#### 10. INDEMNITY

By your use of our website you hereby indemnify us and undertake to keep us indemnified at all times now and in the future against all possible claims relating to any breach of these terms and conditions by you. Such indemnities to include, (but not be limited to) all costs legal and otherwise, all other expenses, damages or settlements arising from your breach of these terms and conditions.

#### 11. VARIATION

We reserve the right to vary these terms & conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website.

#### 12. ASSIGNMENT

We reserve the right to assign our rights and also our obligations under these terms and conditions, without giving notice to you. This right of assignment shall only apply to us and shall not apply to you in any way.

#### 13. SEVERABILITY

The foregoing paragraphs, sub-paragraphs and clauses of these terms & conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

#### 14. WAIVER

Failure by us to enforce any accrued rights under these terms & conditions is not to be taken as or deemed to be a waiver of those rights by us unless we acknowledge the waiver in writing.

#### 15. THIRD PARTIES

These terms and conditions are between you and us. They do not apply to or benefit any third party and are not reliant on any third party.

#### 16. ENTIRE TERMS & CONDITIONS

These terms & conditions set out the entire agreement and understanding between you and us.

## 17. YOUR STATUTORY RIGHTS

Where acting as a consumer your statutory rights are unaffected.

## 18. JURISDICTION

These terms & conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Our contact details are as follows:

1, Knightsbridge  
London, SW1X 7LX,  
UK

Tel: +44 207 349 1330

Email: [info@roundhillcapital.com](mailto:info@roundhillcapital.com)

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# THE COOKIE POLICY

A “cookie” is a text only string of information that a website transfers to the “cookie” file of the browser on your computer’s hard disk so that the website can remember who you are.

When you visit [www.Roundhillcapital.com](http://www.Roundhillcapital.com) we send you “cookies”.

Cookies may be used in the following ways:

to enable the personalisation features on our Website (which give you the ability to recall recently viewed pages and see information which you have input on line);  
to compile anonymous, aggregated statistics that allow us to understand how users use our Website and to help us improve the quality of our Services;

We may use “session cookies” (which are temporary cookies that remain in the “cookie” file of your browser until you leave the Website) and/or “persistent cookies” (which remain in the “cookie” file of your browser for much longer, although how long will depend on the lifetime of the specific cookie).

Disabling / Enabling Cookies

You can accept or decline “cookies” by modifying the setting in your browser. For further details on how to do this please visit “<http://www.allaboutcookies.org>”. Please note that if you disable “cookies” you may not be able to use all of the features and functionality of our Website and other Internet services accessed from the Website.

## TERMS AND CONDITIONS

### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms and conditions were last updated on 22/07/2019

#### 1. INTRODUCTION

- 1.1 These terms and conditions (together with the documents referred to herein) set out the terms between you the user and us the website owner on which you may make use of our website <http://roundhillcapital.com/> (our site), whether as a guest or a registered user.
- 1.2 Your use of this website and any service contained within constitutes acceptance of these terms and conditions in full.
- 1.3 If you do not agree to these terms and conditions, please refrain from using our site.

#### 2. INFORMATION ABOUT US

- 2.1 [http:// bridgefieldapartments.ie](http://bridgefieldapartments.ie) is a site operated by Round Hill Development Management (Ireland) Limited and its affiliate companies (“we”, “us”, “our”). Round Hill Development Management (Ireland) Limited is a company registered in Ireland under company registration number 626323 and have our registered office at 1-2 Victoria Buildings, Haddington, Dublin, D04X N32, Ireland.
- 2.2 Where appropriate, references to “we”, “us” and “our” in these terms of use shall include Round Hill Capital Group LLC, other members of our group of companies and third parties connected to us, including without limitation directors, officers, employees, partners, shareholders and agents of the foregoing.

#### 3. ACCESSING OUR SITE

- 3.1 Access to our site is permitted on a temporary basis, and we reserve the right to suspend, withdraw or amend the content or service we provide or advertise on our site (in whole or in part) without notice and without the need to give a reason. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 3.2 If you choose, or you are provided with, a user identification code, 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, password or other piece of information, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. We may also disable your user identification code, password or other piece of information in our sole discretion without notice or explanation. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@roundhillcapital.com](mailto:info@roundhillcapital.com).
- 3.3 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.
- 3.4 Our website is only intended for use by adults.

#### 4. [INTERACTIVE SERVICES

- 4.1 We may from time to time provide interactive services on our site, including, without limitation:
  - chat rooms; and/or
  - bulletin boards,
  - investor portals,

(“interactive services”).

- 4.2 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 4.3 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss, fines or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
- 4.4 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.]

## **5. PRIVACY**

- 5.1 We take your privacy seriously. We are registered under and comply with the Data Protection Act 1998 and the EU General Data Protection Regulation (Regulation (EU) 2016/679). For further details please see our Privacy Policy by clicking <http://roundhillcapital.com/privacy-policy/>
- 5.2 By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **6. LINKING TO OUR SITE**

- 6.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.
- 6.2 You must not establish a link to our site from any website that is not owned by you.
- 6.3 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 from which you are linking must comply in all respects with the content standards set out in these terms.
- 6.4 If you wish to make any use of material on our site other than that set out above, please address your request to [info@roundhillcapital.com](mailto:info@roundhillcapital.com).

## **7. CUSTOMER COMPLAINTS**

- 7.1 We endeavour to respond to all complaints or queries within ten working days.

## **8. PROHIBITED USES**

- 8.1 You may use our site only for lawful purposes. You may not use our site:
- in any way that breaches any applicable local, national or international law or regulation;
  - in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - in any way that causes, or may cause, damage to our site or impairment of the availability or accessibility of our site or which is otherwise harmful in nature;
  - for the purpose of harming or attempting to harm minors in any way;
  - to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below);
  - to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and/or
  - to knowingly transmit any data, send or upload any material that contains (including without limitation) viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

8.2 You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms;
- not to attack our site via a denial-of-service attack or a distributed denial-of service attack; and
- not to access without authority, interfere with, damage or disrupt:
  - o any part of our site;
  - o any equipment, server or network on which our site is stored or any server, computer or database connected to our site;
  - o any software used in the provision of our site; or
  - o any equipment or network or software owned or used by any third party.

8.3 By breaching these provisions, 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 such a breach, your right to use our site will cease immediately.

8.4 We will not be liable for any loss, fines or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## 9. EVENTS OUTSIDE OUR CONTROL

9.1 We shall not be liable for delay or failure to perform any obligation under these terms and conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, nationalisation, expropriation or other governmental actions; any change of law or regulation; any law, order or regulation of a governmental, supranational or regulatory body; postal or other strikes, lock-outs or other industrial disputes, acts of god, war, terrorism civil disorder, fire, flood, storm, riot, malicious damage; industrial dispute, failure or breakdown in communications, computer facilities or software; default of suppliers or sub-contractors.

## 10. LICENCE

10.1 We grant you a licence to access the content, information and services contained within our website in accordance with these terms and conditions only.

10.2 This licence allows you to download and cache (using your browser) individual pages from our website.

10.3 This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

10.4 Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

10.5 Our website cannot be placed within the frame-set of another site.

10.6 Third parties are not allowed to “deep link” to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

10.7 The restriction on “deep linking” does not apply to affiliate partners or other partners who wish to send users directly to a particular section or page.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 All intellectual property rights included in content, databases, graphics, buttons, icons, logos, layouts or similar are owned by us or we are the licensee, unless expressly acknowledged as otherwise. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 11.2 The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission. You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 11.3 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 11.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 11.5 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 11.6 If you print off, copy, download or use any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 11.7 Any trade marks shown on the site are the trademarks of Round Hill Capital Group LLC and its affiliate companies unless expressly stated otherwise. No permission is given by us in respect of the use of any such trademarks, service marks, company names or logos or copyrights and such use may constitute an infringement of the holder's rights.

## **12. USER GENERATED CONTENT AND CONTENT STANDARDS**

- 12.1 These content standards apply to any and all material that you contribute to our site ("contributions") and to any interactive services associated with it.
- 12.2 Contributions must:
- be accurate (where they state facts);
  - be genuinely held (where they state opinions); and
  - comply with applicable law in the UK and in any country from which they are posted.
- 12.3 Contributions must not:
- contain any material that is defamatory of any person;
  - contain any material that is obscene, offensive, hateful or inflammatory;
  - promote sexually explicit material;
  - promote violence;
  - promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - infringe any copyright, database right, trade mark or other intellectual property right of any other person;
  - be likely to deceive any person;
  - be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - promote any illegal activity;
  - be illegal or capable of breaching the laws of any jurisdiction in which it may be displayed;

- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - be likely to harass, upset, embarrass, alarm or annoy any other person;
  - be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - give the impression that they emanate from us, if this is not the case; and/or
  - advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 12.4 As part of providing contributions to us you agree that such contributions shall be considered non-confidential and non-proprietary and you further agree to grant us a worldwide, irrevocable, non-exclusive and royalty-free license to use, distribute, edit, translate and repurpose such contributions, as we require, including sub-licensing to other parties and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose.
- 12.5 We reserve the right to edit or remove any contributions submitted to our site, or stored on our servers or hosted or published on our site as we see fit.
- 12.6 We shall not assume any responsibility for auditing or monitoring any contributions to, or the publication of such contributions on, our site. We will not be responsible, or liable to any third party, for the content or accuracy or completeness of any contributions submitted by a user of our site.
- 12.7 Any complaints about such content by rights holders or any user or visitor to our website should be directed to us using at [Legal@roundhillcapital.com](mailto:Legal@roundhillcapital.com).
- 12.8 By submitting contributions to our site, you warrant that any such contribution complies with these terms, and you indemnify us for any breach of that warranty.

### **13. RELIANCE ON INFORMATION**

- 13.1 The content on our site is provided on an "as is" basis, for general information only. It has not been audited or verified by any third party and is subject to change at any time, without notice. It is not intended to amount to advice on which you should rely.
- 13.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, as to the condition, quality, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses of the information contained on our site or that such content will be accurate, complete, up to date, uninterrupted or error free.
- 13.3 Certain information contained on our site was based on or obtained or derived from data published or prepared by other parties ("**Third Party Information**"). While such sources are believed to be reliable, we assume no responsibility for the accuracy of any Third-Party Information.
- 13.4 We therefore disclaim all liability and responsibility arising from any use of or reliance placed on all content on our site by any visitor to our site, or by anyone who may be informed of any of its contents.

### **14. FINANCIAL PROMOTIONS**

- 14.1 Subject to paragraph 13.3, the information on our website and information contained in any communications (including electronic messages, post, telephone calls and other such communications used by us) relating to financial services, investments, assets or anything of a similar nature ("**Information**") has been prepared by us for general information purposes only.
- 14.2 The Information is not intended to and does not constitute an offer, invitation, solicitation, promotion, inducement or recommendation to invest in any fund, security, asset or other product or service. Any offer or invitation, if made, would be made only by way of a confidential formal

offering document or contract and only in jurisdictions in which such an offer or invitation would be lawful.

- 14.3 The Information has not been audited or verified by any third party, and is subject to change at any time, without notice. As such, we do not nor any of our respective directors, officers, employees, partners, shareholders, affiliates, associates, members or agents accept any responsibility or liability for the truth, accuracy or completeness of the information provided, and do not make any representation or warranty, express or implied, as to the truth, accuracy or completeness of the Information. The Information must not be treated as, investment advice, investment recommendations, or investment research. You must not take (or refrain from taking) any investment decision on the basis of the Information. Before making any investment decision, you should seek independent investment, legal, tax, accounting or other professional advice as appropriate. In making an investment decision, you must rely on your own examination of an investment and the terms of any offering and make an independent determination of whether the interests meet their investment objectives and risk tolerance level. We accept no duty of care to any person in relation to any consequences of you or anyone else acting, or refraining to act in reliance on this Information or for any decision based on it and we accept no liability for your reliance on any of the Information.
- 14.4 The Information may contain statements that are not purely historical in nature, but are “forward-looking statements.” These forward-looking statements are based upon certain assumptions. Actual events may differ materially from those assumptions. All forward-looking statements included are based on information available on the date hereof. We do not assume any duty to update any forward-looking statement at any time. Accordingly, there can be no assurance that estimated returns or projections can be realised, that forward-looking statements will prove to be accurate or that actual returns or results will not be materially lower than those presented. Therefore, no reliance should be placed on such forward-looking statements by any person. Any return figures presented on a gross basis in the Information do not take account of fund level expenses, priority profit share, carried interest and taxes borne by investors, which in aggregate may be substantial. Furthermore, past performance set out herein cannot be relied on as a guide to future performance.
- 14.5 It is your responsibility to consider your legal and regulatory position in the relevant jurisdiction. The Information may not be used in any jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. Recipients of this Information should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of applicable laws and regulations.
- 14.6 By your use of the Information you agree to indemnify us (together with our affiliates, their respective directors, officers, employees, partners, shareholders or agents) in full against any and all losses, damages, costs, claims, liabilities, charges, demands, expenses and reasonable legal fees paid, suffered, incurred or made against us, directly or indirectly arising as a result of the use of any of the Information.

## **15. LIMITATIONS AND EXCLUSIONS OF LIABILITY**

- 15.1 The material displayed on our site is provided without any representations, guarantees, conditions or warranties as to its accuracy. Whether you are a consumer or business user, to the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:
- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
  - all business losses (including, but not limited to) loss of profits, income, revenue, damage to goodwill or reputation, loss of other commercial contracts, business, sales, business interruption, loss of anticipated savings, loss of data, wasted management or office time and loss of other commercial opportunities;
  - all indirect, consequential or special losses or damage including loss of savings and pure economic loss;

- all other losses or damages not reasonably foreseeable at the time of the contract between you and us; and
  - all losses relating to the loss or corruption of data, databases, systems, software or hardware or caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.
- 15.2 Where content and information is provided on the website without charge we exclude all liability for such content and information.
- 15.3 These terms and conditions do not exclude or limit liability for death or personal injury caused by you or us.
- 15.4 These terms and conditions do not exclude or limit liability for fraud or fraudulent misrepresentation caused by you or us.
- 15.5 These terms and conditions do not exclude or limit liability where this conflicts with the applicable law for this jurisdiction.

## **16. INDEMNITY**

- 16.1 By your use of our website you hereby indemnify us and undertake to keep us and other members of our group of companies and third parties connected to us and our, it or their directors, officers, employees, partners and agents indemnified at all times now and in the future against all possible claims relating to any breach of these terms and conditions by you. Such indemnities to include, (but not be limited to) all liabilities, damages, losses, fines, costs and other expenses and all costs legal and otherwise (including, without limitation, legal fees and any amounts paid by us to a third party in settlement of a claim or dispute).

## **17. VIRUSES**

- 17.1 We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

## **18. LINKS FROM OUR SITE**

- 18.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only and should not be interpreted as endorsement by us of those linked websites. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss, fines or damage that may arise from your use of them.

## **19. SUSPENSION AND TERMINATION**

- 19.1 We will determine, in our sole discretion, whether there has been a breach of these terms through your use of our site. When a breach of these terms has occurred, we may take such action as we deem appropriate in our sole discretion.
- 19.2 Failure to comply with these terms constitutes a material breach of these terms upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
- immediate, temporary or permanent withdrawal of your right to use our site;
  - immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
  - issue of a warning to you;
  - legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - further legal action against you; and/or
  - disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

19.3 We exclude liability for actions taken in response to breaches of these terms. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

## **20. VARIATION**

20.1 We reserve the right to vary these terms and conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website.

20.2 You are expected to check this page from time to time to take notice of any changes we may make, as they are legally binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

20.3 If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## **21. ASSIGNMENT**

21.1 We reserve the right to assign our rights and also our obligations under these terms and conditions, without giving notice to you. This right of assignment shall only apply to us and shall not apply to you in any way.

## **22. SEVERABILITY**

22.1 The foregoing paragraphs, sub-paragraphs and clauses of these terms and conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found illegal, invalid or unenforceable then that part shall, to the extent required, be severed from these terms of use and shall be ineffective without, as far as is possible, modifying any other part of these terms of use and this shall not affect any other provision of these terms of use, which shall remain in full force and effect.

## **23. WAIVER**

23.1 Failure by us to enforce any accrued rights under these terms and conditions is not to be taken as or deemed to be a waiver of those rights by us unless we acknowledge the waiver in writing.

## **24. THIRD PARTIES**

24.1 These terms and conditions are between you and us. They do not apply to, or benefit any third party and are not reliant on any third party.

## **25. ENTIRE TERMS AND CONDITIONS**

25.1 These terms and conditions set out the entire agreement and understanding between you and us.

## **26. YOUR STATUTORY RIGHTS**

26.1 Where acting as a consumer your statutory rights are unaffected.

## **27. JURISDICTION**

27.1 These terms and conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

## **28. CONTACT**

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