TURNING THE PAGE

Terms of Use

Last updated: April 2024

These website terms of use (together with the documents, information and policies referred to in these terms of use) (the '**Terms of Use**') set out the legal terms that apply to your use of our website, turningthepage.com (the '**Website**').

Please read these Terms of Use carefully and make sure that you understand them before using the Website. By using the Website, you agree to be bound by these Terms of Use.

1 About us

1.1 This website is owned by Page Turn Limited (operating as '**Turning the Page**') which is a company registered in England & Wales under company registration number 15516337. Our registered office address is at 125 Old Broad Street, London, United Kingdom, EC2N 1AR.

2 Understanding these terms of use

- 2.1 When we refer to '**we**', '**us**' or '**our**', we mean Page Turn Limited and its affiliated entities. Where we refer to '**you**' or '**your**' we mean you, the person using the Website.
- 2.2 We have used headings to help you understand these Terms of Use and to easily locate information. These Terms of Use are only available in the English language. We recommend that you print or save a copy of these Terms of Use for your records. We may amend these Terms of Use from time to time at our sole discretion, so please check the Website regularly to ensure you understand the legal terms that apply at that time.

3 What are these terms of use for?

- 3.1 These Terms of Use govern your use of this Website and any content or material that you may access through this Website.
- 3.2 Please note that we may amend or modify these Terms of Use from time to time and accordingly you should check for the latest version.

4 Our agreement with you

- 4.1 You acknowledge that we do not make any representations or warranties about the written material you may have access to as part of, or through your use of, the Website or through your communications with us, including any articles, reviews, research, reports newsletters, statistics, data or written analysis as well as any audio files, images, videos or other material in any medium which we may make available from time to time (collectively, the 'Content').
- 4.2 Unless otherwise marked or stated hereunder, the Content on our Website is made available to you under the Creative Commons Licence: <u>Attribution-NonCommercial-ShareAlike 4.0 International</u> ('Licence'). You should review the terms of this Licence before you use or reproduce the Content so that you know what you can and cannot do.
- 4.3 You agree that you are solely responsible for how you choose to use any Content made available through the Website or through our communications with you, however you must provide proper attribution of the source where you publish, broadcast or publicise such Content (whether in whole, partially or as a summary).
- 4.4 You agree to comply with these Terms of Use and observe any other terms and conditions, policies or third-party terms of use appearing on our Website. Our use of any personal data we collect about you is governed by our <u>Privacy Policy</u>. In the event of conflict or inconsistency with any other terms or policies, our Privacy Policy followed by these Terms of Use shall prevail.

- 4.5 We reserve the right to withdraw or amend the Website (including any Content) without notice and, from time to time, we may restrict access to all or parts of the Website. We will not be liable to you if, for any reason, the Website or any Content is unavailable at any time or for any period.
- 4.6 We make no promise that the Website is available for use in locations outside of the UK. If you choose to access the Website from locations outside the UK, you are responsible for compliance with local laws where they apply.

5 Our rights

- 5.1 You acknowledge that any intellectual property rights arising in relation to this Website and any Content (including, without limit, rights relating to any inventions, copyright, business names, trade marks and associated goodwill, designs, domain names, databases, know-how and other intellectual property rights, whether registered or unregistered, existing anywhere in the world) ('**IPR**') belong to us or our licensors (as the case may be).
- 5.2 You acquire no title, right or interest in relation to such IPR, except for the limited rights expressly referred to in these Terms of Use.

6 Linking

- 6.1 We are happy for you to link to the Website and/or Content but you must do so in a way that is fair and legal and does not damage our reputation or take advantage of it (such as by using a link to suggest any form of association or endorsement by us, without our prior agreement). We reserve the right to withdraw linking permission at any time and, if we instruct you to remove a link to this Website, you must do so without delay.
- 6.2 Where the Website and/or Content contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources and such links should not be interpreted as an endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

7 Disclaimers and exclusions

- 7.1 You accept and agree that:
 - (a) you will not act in any way that interferes with the operation of this Website or which in our reasonable opinion has or is likely to have an adverse impact on our business or any of our users or subscribers;
 - (b) the Content is not intended to constitute advice or guidance and you take full responsibility for any results arising from your reliance on or use of any Content;
 - (c) we cannot be liable for any omissions or errors in any Content or Content being out of date;
 - (d) we are not liable for this Website not being available or its operation being disrupted due to technical issues or other events beyond our control; and
 - (e) on occasion, we may update or make changes to this Website as we deem appropriate.
- 7.2 To the fullest extent permitted by applicable law, we exclude liability (on our own behalf and on behalf of our employees, agents, or representatives) for any (i) indirect, incidental, special, exemplary or consequential damages; or (ii) any lost profits, revenue or anticipated savings, contracts, lost data or economic loss (whether direct or indirect) howsoever arising out of or in connection with your use of this Website, the Content or any linked third party site, even if we have been advised of the possibility of the same.
- 7.3 When you access the Website or the Content, you assume responsibility for establishing your own anti-virus or other screening procedures on your computer or mobile device to protect it as necessary against hacking or other hazards. We will not be liable for any loss or damage caused by a virus or other technologically harmful material that may infect your computer equipment, data or other proprietary material due to your use of this Website (or any website linked to it) or you downloading any Content.

- 7.4 Except as expressly set out in these Terms of Use, we disclaim all representations, warranties, terms or conditions in relation to the Content whether express or implied by statute, common law or otherwise), including, but not limited, to warranties, conditions or terms relating to quality or fitness for particular purpose. These Terms of Use will not exclude or limit such mandatory rights that you are entitled to under applicable law, to the extent that those rights cannot be excluded or limited by contract.
- 7.5 While Content may be used or reproduced for personal, political, academic or journalistic purposes in accordance with the Licence, it is not intended to be commercially exploited. If you wish to exploit any Content in connection with a commercial product or service, you should contact us for prior permission to do so (which we may withhold or make conditional at our discretion).
- 7.6 We do not in any way exclude or limit our liability for:
 - (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other liability which cannot be limited by law.

8 General

- 8.1 Should any part of these Terms of Use be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion which (if legally permitted) shall remain in full force and effect as if the invalid portion of the Terms of Use had been eliminated.
- 8.2 We may assign any of our rights under these Terms of Use and subcontract our obligations in relation to provision of this Website.
- 8.3 These Terms of Use are subject to English law. To the maximum extent legally permitted, you agree that any dispute relating to the Website or these Terms of Use shall be subject to the exclusive jurisdiction of the courts of England and Wales and any proceedings relating to a dispute shall be in the English language.
- 8.4 We are always happy to hear any feedback about this Website so please contact us if you have any comments or requests. We will endeavour to respond to these as soon as possible. Our address for correspondence is 125 Old Broad Street, London EC2N 1AR