

WottleDo website Terms of Use

between

WottleDo Limited (an English company, registered number 7611484, registered office 114A Old London Road, St Albans, Hertfordshire, AL1 1PU, UK)
(‘us’, ‘we’ or ‘our’)

and

The user of the WottleDo website (‘you’ or ‘your’)

1. Using WottleDo – general requirements

- 1.1. We will make WottleDo available to you on the terms and conditions of these Terms of Use.
- 1.2. You may use WottleDo in accordance with these Terms of Use, including the licence granted in clause 3.
- 1.3. We reserve the right to modify, discontinue or disable WottleDo or any part of WottleDo (on a permanent or temporary basis) at any time.

2. WottleDo users

- 2.1. There are three types of user of WottleDo:
 - 2.1.1. Subscribing Wottlers. These are generally business entities.
 - 2.1.2. Subscribing Members.
 - 2.1.3. Non-subscribing visitors to WottleDo.
- 2.2. These Terms of Use apply to all users of WottleDo as applicable.
- 2.3. Subscribers agree to pay fees to us as notified by us from time to time.
- 2.4. We will have absolute discretion to decline to accept applications to become Wottlers or Members, and to suspend or revoke any Wottler’s or Member’s subscription or listing on WottleDo (with no refund of any current subscription fee) at any time. In particular but

without limitation, we may do so if we think a Wottler or Member is not following or is abusing these Terms of Use or the WottleDo Code of Conduct.

- 2.5. All users of WottleDo must be lawfully entitled by virtue of their age and in all other respects to do so.
- 2.6. If you are purporting to represent a Wottler business you must be properly authorised by the relevant business to do so.
- 2.7. You must follow all instructions regarding subscription to and use of WottleDo.
- 2.8. You accept sole responsibility for ensuring that your use of WottleDo including without limitation your participation in any WottleReward or any other commercial or other arrangements you may enter into in connection with your use of WottleDo complies with any legal or regulatory requirements applicable to you, and we accept no liability in this respect.
- 2.9. You accept sole responsibility for content placed by you on WottleDo, and we accept no liability in this respect.
- 2.10. You must at all times follow the WottleDo Code of Conduct and observe the spirit behind it.
- 2.11. By subscribing as a Wottler or a Member you are requesting us to provide you with information, products, facilities or services which are provided by the WottleDo website from time to time.

3. Intellectual property rights

- 3.1. WottleDo and the database of business listings and information made accessible via the WottleDirectory are owned and operated by us. You acknowledge and agree that all intellectual property rights comprised in or relating to WottleDo and the database belong to us or our licensors, and that nothing in these terms of use constitutes a transfer of any intellectual property rights.
- 3.2. You may download and view content and/or print a copy of material on WottleDo for your own use only, provided you do not:
 - 3.2.1. modify the content in any way;
 - 3.2.2. make the content public; or
 - 3.2.3. use the content in a manner or for a purpose prohibited by these terms of use.
- 3.3. You must not do anything which breaches or otherwise interferes with our intellectual property rights. Except as expressly permitted by these terms of use or by law, you may not reproduce any content appearing on WottleDo without our written permission and, if required, payment of a specified fee.
- 3.4. We may publish and communicate to the public any content posted by Wottlers on their WottlePage or on their Promotions or Advocates pages. By posting such content, you grant

us a perpetual, royalty-free, non-exclusive, irrevocable, worldwide and transferable licence ('Licence') to:

- 3.4.1. reproduce, modify, add to, use, copy, publish, communicate and adapt that content for any purpose and in any manner anywhere in the world, including (without limitation) on WottleDo and as part of the database made available via the WottleDirectory; and
 - 3.4.2. permit any other person to do any of the things referred to in paragraph 3.4.1.
- 3.5. Wottlers must waive, and must ensure that all other persons waive, absolutely and irrevocably all moral rights in relation to any content posted by them on their WottlePage or on their Promotions or Advocates pages. For the purpose of this clause 3.5, a moral right may be waived by consenting to any act or omission which would otherwise constitute an infringement of that moral right.
- 3.6. For the avoidance of doubt, Wottlers acknowledge and agree that:
- 3.6.1. the Licence includes a right for us to:
 - 3.6.1.1. make the licensed content available to other companies, organisations or individuals with whom we have a relationship for the provision of services and to use such content in the provision of those services;
 - 3.6.1.2. make such content available to the public via any website or as part of any services or products in any jurisdiction;
 - 3.6.2. we will allow WottleDo users to search licensed content which you have posted; and
 - 3.6.3. you will do everything necessary (including without limitation, on request, execution of any documents) to give us the full benefit of the licenses, waivers and consents set out in this clause 3.
- 3.7. The Licence will survive any termination of the agreement between us.
- 3.8. Your use of some third party content (including, without limitation, third party websites linked to WottleDo) may be subject to a third party's terms and conditions of use. Nothing in these terms of use (or otherwise on WottleDo) constitutes a licence or right for you to use such content.

4. Privacy

- 4.1. Subscribers shall be responsible for ensuring that all content they place on WottleDo and all messages and emails they send or generate using the facilities provided comply with all applicable laws relating to data protection, rights of privacy, anti-spamming or anything else.
- 4.2. Wottlers agree that all content they include in their WottlePages or their Promotions or Advocates pages may be searchable:
 - 4.2.1. by search engines; and

4.2.2.by users of WottleDo.

4.3. All personal information collected by us will be dealt with in accordance with our Privacy Policy.

4.4. You consent (and must procure that any relevant third party consents) to the use of any personal information collected in relation to you (including, without limitation, any personal information contained in any content posted by you) in accordance with our Privacy Policy. If you include any personal information about any person in any content posted by you, you must:

4.4.1.provide that person with a copy of our Privacy Policy prior to posting that personal information; and

4.4.2.where possible, have that person provide us with that personal information directly.

4.5. If you are a subscriber you agree to being contacted (on an ongoing basis) by us or by third parties authorised by us with information about products or services which we think may interest you.

5. Content

5.1. WottleDo contains content created by users and third parties (ie not by us), other information obtained from public sources and links to other websites (such content and websites together, 'third party content'). Except as otherwise indicated, we do not endorse, sponsor or approve any Wottler, the products or services offered by any Wottler, or any Third Party Content.

5.2. All content placed by you on WottleDo must:

5.2.1. be and remain accurate;

5.2.2.be supplied in the manner and format specified by us;

5.2.3.not be of a nature likely to bring us into disrepute; and

5.2.4.comply with all laws, regulations, standards and relevant industry codes.

5.3. You must not:

5.3.1.post or amend content on WottleDo on behalf of a business where you do not have the express authorisation of that business to do so;

5.3.2.post any content that you do not have a right to make available under any law, regulation, rule or code or under contractual or other legal relationships;

5.3.3.post any content which is false, misleading, inappropriate, profane, defamatory, abusive, threatening, obscene, indecent or unlawful;

5.3.4.infringe the intellectual property rights of others;

- 5.3.5. post any personal information about individuals without their consent;
- 5.3.6. breach a law including, without limitation, any law that restricts advertising of a profession;
- 5.3.7. include any URL in content posted by you on WottleDo unless it links to a website or content which:

- 5.3.7.1. is controlled and operated by you or an independent contractor;
- 5.3.7.2. will be functional and accessible at all times; and
- 5.3.7.3. is suitable in all respects, including (without limitation) subject matter, to be linked to WottleDo.

5.4. You acknowledge and agree that we retain complete editorial control over WottleDo and that we may, in our sole discretion and without notice to you reject, refuse, remove, delete or amend any content on WottleDo at any time.

5.5. If you see any content on WottleDo which:

5.5.1. infringes any law, regulation, standard or relevant industry code;

5.5.2. breaches the requirements of these Terms of Use; or

5.5.3. is incorrect,

please let us know as soon as possible by contacting us using the 'Contact Us' link on our site.

5.6. Wottlers give us irrevocable authority to continue to make information relating to their WottleRewards available to subscribers who have made referrals in relation to them after withdrawal of the WottleReward or after suspension or termination of the Wottler's subscription.

6. Access to and use of WottleDo

6.1. Automated access to WottleDo by or on behalf of internet search engines is permitted.

6.2. Subject to clause 6.1 you must not:

6.2.1. access WottleDo other than through the normal WottleDo web interface;

6.2.2. access WottleDo through any automated means (including, without limitation, through the use of scripts or webcrawlers);

6.2.3. use WottleDo if you have previously been barred from using it;

6.2.4. infringe the intellectual property rights of others;

6.2.5. impersonate or falsely state or misrepresent an affiliation with any person or organisation;

6.2.6. use WottleDo or any information contained on WottleDo in connection with any surveys, contests, pyramid schemes, chain letters, junk mail, spamming or any similar activity;

6.2.7. violate (or cause us to violate) any applicable law, regulation, standard or relevant industry code.

7. Liability

7.1. To the full extent permitted by law and subject to clauses 7.5 and 7.7, we exclude all representations, warranties, terms and conditions, whether express or implied (and including, without limitation, those implied by statute, custom, law or otherwise), except as expressly set out in these Terms of Use.

7.2. WottleDo is operated on an 'as available' basis and we make no representation or warranty that the website will be available 24/7 or any lesser standard.

7.3. WottleDo is provided 'as is', and you acknowledge and agree that we have no control over third party content and that your use of WottleDo (including, without limitation, all material obtained from or linked to WottleDo) is at your sole risk. Nothing on WottleDo constitutes the giving of financial or other advice. You should obtain qualified professional advice before acting on the basis of any information on WottleDo and before entering into any arrangements with other WottleDo subscribers.

7.4. To the full extent permitted by law, we exclude all liability to you for any damages or loss (including, without limitation, loss of profits, indirect or consequential loss) however caused (including, without limitation, damage or loss arising in contract, tort (including, without limitation, negligence), statute or otherwise) suffered by you in connection with:

7.4.1. your use of, or reliance on, WottleDo (or any information contained on or linked to WottleDo);

7.4.2. any dealing you have with any WottleDo subscriber.

7.5. Certain legislation may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms of Use must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any provision in these Terms of Use, to the extent to which we are entitled to do so, we limit our liability in respect of any claim under those provisions to the amount of any subscription fees paid by you to us in the previous year.

7.6. You hereby indemnify and hold harmless us and our officers, employees and agents from and against any liability, loss, damage, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and penalties incurred or suffered by any of them arising out of:

7.6.1. your breach of these Terms of Use; or

7.6.2.any act of fraud or wilful misconduct by or on behalf of you; and

7.6.3.the publication or use of, or any act or omission in relation to, content posted by you including, without limitation, claims brought by any third party relating to defamation, negligent misstatement, injurious falsehood, contempt of court, rights of publicity and/or privacy, copyright infringement, trade mark infringement, other intellectual property infringement, passing off, misleading or deceptive conduct and any failure to comply with or fulfil any representations, warranties or agreements.

7.7. Nothing in these Terms of Use shall limit or exclude our liability for death or personal injury arising from our negligence, fraud, fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

8. Boilerplate

8.1. We may provide you with notices by email, mail or by posting content on WottleDo.

8.2. You should carefully read and agree to these Terms of Use each time you use WottleDo. Whilst we hope not to have to alter these Terms of Use, as we find little on Earth more tedious, it is possible that changes will be required from time to time. By using WottleDo (including, without limitation, by posting any content or by entering into any arrangements with other subscribers), you agree that the then current version of these Terms of Use will apply to that use.

8.3. We may assign the agreement between you and us contained in these Terms of Use provided that the relevant assignee undertakes to perform all of our obligations herein. Subject to the foregoing, neither you nor we may assign the agreement between us in whole or in part.

8.4. Any matters arising out of or in connection with these Terms of Use shall be governed by and construed in accordance with English law and any disputes shall be submitted to the non-exclusive jurisdiction of the English courts.