

WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE AND ANY RELATED PLATFORMS

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website and any related platform(s) (together, the “**site**”).

WHO WE ARE

AI PR is made up of different legal entities which trade as “AI PR” or “Lucien Pagès & AIPR”, all of which are subsidiary undertakings of The Independents Holding Limited in the UK – CRN: 10186775 (together, the “**AI PR Group**”).

These terms and conditions are issued on behalf of the AI PR Group, so when we mention “AI PR”, “Company”, “we”, “us” or “our” in these terms and conditions, we are referring to the relevant company in the AI PR Group. AI PR is part of the group of agencies comprising The Independents Group (together, “**The Independents Group**”).

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using the site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

GENERAL CONDITIONS

You may access this site and otherwise use our services (the “**Services**”) only for lawful purposes. All rights, title and interest in and to the site and the Services and their components will remain with and belong exclusively to AI PR.

Unless otherwise indicated in any lawful and binding agreement entered into with you, you shall not:

1. Sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Services available to any third party; including without limitation, the development of a competing platform or access point for use or access to our data;
2. Use the Services or this site in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Services or their components,
3. Modify, adapt or hack the Services to, or otherwise attempt to gain unauthorized access to the Services or their related systems or networks; or
4. Store on any network, hard drive, computer or cloud-storage any data or information obtained from the Services or the site for any period of more than 14 days.

You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that

you deliver, provide or otherwise transmit or store in connection with or relating to the Services.

We reserve the right to use your name and/or your business name as a reference for marketing or promotional purposes on our site and in other communication with existing or potential customers. To decline us this right, you must contact us stating that you do not wish to be used as a reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Notices – see below for further details.
- Our Cookie Policy – which sets out information about the cookies on our site.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

WE MAY SUSPEND OR WITHDRAW OUR SITE

We do not guarantee that our site, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or change or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download 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.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES TO WHICH WE LINK

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This site may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

HOW TO COMPLAIN ABOUT CONTENT UPLOADED BY OTHER USERS

If you wish to complain about content uploaded by other users, please contact us.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Notices.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

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 to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. 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.

RULES ABOUT LINKING TO OUR SITE

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.

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.

You must not establish a link to our site in any website that is not owned by you.

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.

If you wish to link to or make any use of content on our site other than that set out above, please contact us.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

DISCLAIMER OF WARRANTIES

The site and the Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. HOWEVER, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT THAT MAY APPLY TO OUR SITE OR ANY CONTENT ON IT. YOU ACKNOWLEDGE THAT AI PR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM AI PR OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL AI PR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF SUBMISSIONS, OPPORTUNITIES, REVENUES, PROFITS, SAVINGS, GOODWILL OR REPUTATION, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, AI PR' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO CASE DO WE EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY TO DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

INDEMNIFICATION

You shall defend, indemnify, and hold harmless AI PR from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any member of The Independents Group arising from your access to or use of the site and any breach by you of these terms and conditions. AI PR will provide you with notice of any such claim or allegation, and AI PR have the right to participate in the defense of any such claim at its expense.