

Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you view any of the content on our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy campaign.

2. Credit

- 2.1 This document was created using a template from SEQ Legal (<https://seqlegal.com>).

3. Copyright notice

- 3.1 Copyright (c) Tunafish Media LTD.
- 3.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. Licence to use website

- 4.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) stream video and audio files from our website; and
 - (e) use [our website services] by means of a web browser,subject to the other provisions of these terms and conditions.
- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

- 4.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 4.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 4.6 Notwithstanding Section 4.5, you may redistribute [our newsletter] in [print and electronic form] to [any person].
- 4.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. Acceptable use

- 5.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
 - (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of [search engine indexing];
 - (f) violate the directives set out in the robots.txt file for our website; or

- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

[additional list items]

- 5.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.
- 5.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

6. Limited warranties

- 6.1 We do not warrant or represent:
 - (a) the completeness or accuracy of the information published on our website;
 - (b) that the material on the website is up to date; or
 - (c) that the website or any service on the website will remain available.
- 6.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 6.3 To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

7. Breaches of these terms and conditions

- 7.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 - (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) block computers using your IP address from accessing our website;
 - (e) contact any or all of your internet service providers and request that they block your access to our website;
 - (f) commence legal action against you, whether for breach of contract or otherwise; and/or

[additional list items]

- 7.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.

8. Variation

- 8.1 We may revise these terms and conditions from time to time.
- 8.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. OR We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.
- 14.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

9. Assignment

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

10. Severability

- 10.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 10.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

11. Third party rights

- 11.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 11.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

12. Entire agreement

- 12.1 These terms and conditions, together with our privacy and policy, shall constitute the entire agreement between you and us in relation to your use of

our website and shall supersede all previous agreements between you and us in relation to your use of our website.

13. Law and jurisdiction

13.1 These terms and conditions shall be governed by and construed in accordance with English law.

13.2 Any disputes relating to these terms and conditions shall be subject to the [exclusive OR non-exclusive] jurisdiction of the courts of England.

14. Our details

14.1 This website is owned and operated by Tunafish Media LTD.

14.2 We are registered in [England and Wales] under registration number 08486939, and our registered office is at 3 Chepstow Street, Canada House, M1 5FW.

14.3 Our principal place of business is [as above].

14.4 You can contact us:

- (a) by post, to the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on any of the contact numbers published on our website;
or
- (d) by email, using any of the email address published on our website.

