

## **Member Terms & Conditions**

NOTE: YOU SHOULD READ THESE TERMS AND ALL ASSOCIATED DOCUMENTS CAREFULLY, AS THEY CONTAIN IMPORTANT LEGAL INFORMATION, INCLUDING EXCLUSIONS AND LIMITATIONS OF LIABILITY.

### **1. Introduction**

- 1.1. These ‘Member Terms’ comprise the terms set out in this document, together with our Website Terms of Use [[www.zuztertu.com/legals/terms.pdf](http://www.zuztertu.com/legals/terms.pdf)] and Privacy Policy [[www.zuztertu.com/legals/privacy.pdf](http://www.zuztertu.com/legals/privacy.pdf)], which are hereby incorporated by reference. The Member Terms apply to your use of all services and products (“Services”) provided by Zuztertu Limited (“we”, “us” and “our”), including (without limitation) all services and products (and related functionality, content and any other materials) delivered via our website at [www.zuztertu.com](http://www.zuztertu.com) (“our site”) and/or via any mobile application or devices relating to our site. Additional terms and conditions may also apply to any software or mobile applications you access or use via our site.
- 1.2. By applying to become a member (“Member”), you confirm that you have read, understood and agree to be bound by these Member Terms.

### **2. Your Account & Registration**

- 2.1. We are not obliged to register any person or entity as a Member and we reserve the right to decline to register any person or entity as a Member for any reason.
- 2.2. In consideration of your use of our site and the Services, you agree to (a) provide and maintain accurate, current and complete information about you; (b) keep that information up to date during the term of your membership; and (c) maintain the security of all information relating to your membership account (your “Account”) including your username and password and make sure that they are not disclosed or made available to third parties.
- 2.3. When you log-on to your Account, as long as the correct username and password are entered, we will assume that you are the person giving instructions and making transactions and you will be liable for them, unless and until you tell us as soon as possible after you become aware that someone else knows your password or can use our site by impersonating you.

### **3. Termination/Suspension**

- 3.1. You may terminate your membership at any time by sending us an email to [enquiries@zuztertu.com](mailto:enquiries@zuztertu.com).
- 3.2. We may terminate your membership at any time if you breach the Member Terms. We may also suspend your membership if we have reason to believe that you may breach the Member Terms, that you may be infringing our rights or the rights of any third party or if you are engaged in, or may be the victim of, any fraudulent activity. We will notify you of any such suspension or withdrawal as soon as is reasonably practicable, to the extent we are permitted to do so by applicable law.
- 3.3. We may terminate your membership, delete your Account and any information that you have posted on our site and/or prohibit you from using or accessing our site (or any portion, aspect or feature of our site) or the Services for any reason, or no reason, at any time in our sole discretion, with or without notice.
- 3.4. In the event that your membership is terminated for any reason: (a) you will no longer be able to access your Account; (b) you will be able to gain public access to our site, but you will not be able to access parts of our site reserved for Members (including Services provided to Members) nor contribute content; and (c) we will continue to maintain records to the extent that we are required or permitted by law to do so.

### **4. Subscriptions & Payment**

- 4.1. Upon subscribing to any of the Services requiring payment provided by us, you agree to provide us with valid, up-to-date and complete credit card details acceptable to us and/or to our payment processing companies, and any other required relevant valid, up-to-date and complete contact and billing details. If you provide us with your credit card details, you hereby authorize us during the term of your membership to bill such credit card in advance for all fees and other charges (“Charges”) agreed with you or otherwise payable in accordance with our charges in force from time to time. The first such payment will be taken on the date you first subscribe for any paid-for Services and subsequent payments will be taken as agreed with you, until or unless paid-for Services are terminated in accordance with these Member Terms. In subscribing to our Services, you represent that you are at least 18 years of age and capable of entering into legally binding contracts.
- 4.2. All Charges are, unless otherwise agreed, payable in pounds sterling and are, subject to any exclusions and/or limitations herein, non-cancellable and non-refundable. All quoted Charges are inclusive of value added tax, which (if applicable) shall be payable by you at the prevailing rate.
- 4.3. In the event that payment of Charges is not made in accordance with clause 4.1 above, and without prejudice to any of our other rights and remedies:
  - 4.3.1. we may, without liability to you, suspend or disable your Account, including suspension and/or withdrawal of your password, username and access to all or any part of our site and/or Services; and
  - 4.3.2. you accept that we shall be under no obligation to reinstate your Account or provide any or all of the related Services while the invoice(s) concerned remain unpaid.
- 4.4. We shall be entitled to increase our Charges annually in January of each calendar year (our “Review Date”) and any variation or increase to the Charges shall take effect upon 30 days’ notice following the Review Date.

## **5. Acceptable Use Policy**

- 5.1. You may use our site and our Services only for lawful purposes. You may not use our site or our Services:
  - 5.1.1. In any way that breaches any applicable local, national or international law or regulation.
  - 5.1.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
  - 5.1.3. For the purpose of harming or attempting to harm minors in any way.
  - 5.1.4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, set out in section 6 below.
  - 5.1.5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
  - 5.1.6. To knowingly transmit any data, send or upload any material that contains 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.
- 5.2. You also hereby agree:
  - 5.2.1. not to reproduce, duplicate, copy or re-sell any part of our site or our Services.
  - 5.2.2. not to access without authority, interfere with, damage or disrupt:
    - 5.2.2.1. any part of our site;
    - 5.2.2.2. any equipment or network on which our site is stored;
    - 5.2.2.3. any software used in the provision of our site or Services; or

- 5.2.2.4. any equipment or network or software owned or used by any third party.
- 5.3. We may from time to time provide interactive services on or via our site and/or related mobile applications and services, including, without limitation, chat rooms, bulletin boards, forums, bulletin boards and messaging services.
- 5.4. 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).
- 5.5. We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any such interactive service, 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 services we provide, and we expressly exclude our liability for any loss 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.
- 5.6. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
- 5.7. 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.

## **6. Content Standards**

- 6.1. These content standards apply to any and all content or material which you contribute to our site (“contribution(s)”), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- 6.2. Contributions must, to the extent reasonable possible (particularly bearing in mind the teaching and educational aspects of the site and Services):
  - 6.2.1. be accurate (where they state facts).
  - 6.2.2. be genuinely held (where they state opinions).
  - 6.2.3. comply with applicable law in the UK and in any country from which they are posted.
- 6.3. Contributions must not:
  - 6.3.1. contain any material which is defamatory.
  - 6.3.2. contain any material which is obscene, offensive, hateful or inflammatory.
  - 6.3.3. promote sexually explicit material.
  - 6.3.4. promote violence.
  - 6.3.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
  - 6.3.6. infringe any copyright, database right or trade mark of any other person.
  - 6.3.7. be likely to deceive any person.
  - 6.3.8. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
  - 6.3.9. promote any illegal activity.
  - 6.3.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
  - 6.3.11. be likely to harass, upset, embarrass, alarm or annoy any other person.

- 6.3.12. be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
  - 6.3.13. give the impression that they emanate from us, if this is not the case.
  - 6.3.14. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 6.4. Failure to comply with the requirements of section 5 and/or section 6 constitutes a material breach of the Member Terms and may, inter alia, result in us taking legal proceedings against you, including for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

## **7. Right of Use**

- 7.1. Subject to your payment of all related Charges and your compliance with all terms applicable to your use of our site and our Services, we grant you a non-exclusive, non-transferable right to use our site and Services and any related documentation for the term of your membership in accordance with the Member Terms.
- 7.2. In entering into an agreement with us, you accept that all memberships are based on a single user and you therefore hereby undertake that:
- 7.2.1. you will use our site and Services only for yourself and not for the benefit of any other person or entity;
  - 7.2.2. you will not permit, authorise or enable any unauthorised third party to use your Account;
  - 7.2.3. you will permit us, if required, to audit your use of our site and Services upon reasonable prior notice, in such a manner as not to substantially interfere with your normal use;
  - 7.2.4. if any audit reveals an underpayment of Charges, you shall pay us an amount equal to such underpayment, as calculated in our accordance with our standard list of charges in force from time to time, within 10 working days of the date of the relevant audit.
- 7.3. You represent and undertake that, except as may be permitted under applicable laws or expressly agreed by us, that you will not:
- 7.3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of any software comprised in our site or the Services (“Software”) or any related or associated documentation (“Documentation”) (as applicable) in any form or media or by any means; or
  - 7.3.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - 7.3.3. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - 7.3.4. use the Services and/or Documentation to provide services to third parties (unless with our consent); or
  - 7.3.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party; or
  - 7.3.6. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than via a valid and fully paid subscription from us.
- 7.4. You agree to use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify us.

## **8. Member Content**

- 8.1. You accept and agree that you are solely responsible for all photos, profiles, messages, notes, text, information, music, video, advertisements, listings, and other content that you upload, publish or display on or through our site, or otherwise transmit to or share with other Members, including via a mobile device and/or mobile application (“Member Content”). You may not post, transmit, or share Member Content that you did not create or that you do not have permission to post, unless your use is in accordance with the usual and expected usage of our site and Services. You understand and agree that we may, but we are not obligated to, review our site and may delete or remove (without notice) any Member Content in our sole discretion, for any reason or no reason, including without limitation Member Content that in our own sole judgment violates any provision(s) of these Member Terms. You are solely responsible at your sole cost and expense for creating backup copies and replacing any Member Content you post or store on our site or provide to us.
- 8.2. When you post Member Content to our site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the Member Content on our site. By posting Member Content to any part of our site, you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Member Content for any purpose on or in connection with our site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Member Content, and to grant and authorize sublicenses of the foregoing. You may remove your Member Content from our site at any time but you agree and accept that you shall have no right of removal of Member Content which needs to be used by other Members and you accept that we may retain archived copies of your Member Content if required.
- 8.3. You agree to indemnify and hold us, our subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any Member Content that you post or share on or through our site, any sale of any goods or services by you whether or not that sale takes place via our site, your use of our site, your conduct in connection with our site or with other users of our site, or any violation of these Member Terms or of any applicable law, regulation or the rights of any third party.
- 8.4. Provided that you are permitted to use our site, you grant (in respect of your Member Content), and are granted (in respect of other Member Content), a limited license to access and use the Member Content and to download or print a copy of any portion of the Member Content to which you have properly gained access solely for the purpose of using our site and our Services, provided that you keep all copyright or other proprietary notices intact. Except for your own Member Content, you may not upload or republish Member Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Member Content is strictly prohibited. Such license is subject to these Member Terms and does not include use of any data mining, robots or similar data gathering or extraction methods. Any use of the Member Content other than as specifically authorized herein, without our prior written permission and that of the Member who owns the Member Content, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and

applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Member Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This permission is revocable at any time without notice and with or without cause.

- 8.5. You are solely responsible for your interactions with other Members. We reserve the right, but have no obligation, to monitor disputes between you and other users.
- 8.6. We shall use all reasonable endeavours to ensure the accuracy of all designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement including all copyright, database rights, trade marks, design rights, moral rights and all other intellectual property rights in such material, as we may upload to our site ("Our Content") and we agree to rectify any inaccuracy or other error in the same as soon as reasonably practicable upon notice.
- 8.7. We are not responsible or liable in any manner for any Member Content or any content posted on our site by third parties. We do not control and are not responsible for what Members or other users post, display, upload, publish transmit or share on our site and are not responsible for any content that breaches or is of a kind that might breach any provision of these Member Terms. We are not responsible for the conduct, whether online or offline, of any Member or other user of our site.

## **9. Your Obligations**

9.1. You hereby agree to:

- 9.1.1. provide us with all necessary co-operation in relation to the provision of the Services;
- 9.1.2. provide us with all necessary access to such information as we may reasonably require in relation to the provision of the Services, including but not limited to provision of all relevant data and security access information;
- 9.1.3. comply with all applicable laws and regulations with respect to your use of our site and the Services;
- 9.1.4. carry out your responsibilities in a timely and efficient manner;
- 9.1.5. use the Services and the Documentation in accordance with these Member Terms;
- 9.1.6. ensure that your IT systems comply with any relevant specifications provided by us from time to time; and
- 9.1.7. be solely responsible for procuring and maintaining your Internet and other connections and telecommunications links necessary for your use of our site and the Services, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to such connections or telecommunications links or caused by the Internet.

## **10. Our Obligations**

- 10.1. We warrant that the Services will be performed with reasonable skill and care.
- 10.2. The warranty at clause 10.1 shall not apply to the extent of any non-conformance which is caused by use of the Services which is contrary to our instructions, guidance or documentation. If the Services do not conform with the foregoing warranty, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranty set out in clause 10.1. Notwithstanding the foregoing, we:

- 10.2.1. do not warrant that your use of the Services will be uninterrupted or error-free; nor that the Services and/or information obtained by you through the Services will meet your requirements; and
- 10.2.2. are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that our site and Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## **11. Disclaimers**

- 11.1. None of the content on our site or the Services, and in particular, neither the Member Content nor Our Content, can be relied upon by you or any third party as a guarantee of any particular result, nor does any such content constitute any form of advice, recommendation or endorsement by us, and it is not intended to be relied upon by you as the basis for making (or refraining from making) any specific decision.
- 11.2. Due to the number of third party sources from which the Member Content and Our Content is obtained and the nature of distribution of data via the Internet, we cannot guarantee, warrant or represent that:
  - 11.2.1. the content on our site or the Services, and in particular, the Member Content and/or Our Content, is complete, accurate, up-to-date or error-free;
  - 11.2.2. our site or Services are virus free or that its operation will be continuous, uninterrupted or error-free.
- 11.3. You download the content on our site and Services, and in particular the Member Content and Our Content, at your own discretion and will be exclusively responsible for any damage to your computer or mobile device or any lost data that results from you downloading any such content.
- 11.4. THE SITE, OUR CONTENT AND ALL OTHER CONTENT ON THE SITE ARE PROVIDED "AS-IS" AND (TO THE EXTENT PERMISSIBLE UNDER LAW) WE DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE, THE SERVICES OR ANY CONTENT ON THE SITE. WE DO NOT REPRESENT OR WARRANT THAT SOFTWARE, CONTENT OR MATERIALS ON THE SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR ITS SERVERS, OR ANY SOFTWARE APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE SERVICE AND ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.
- 11.5. We reserve the right to change any and all content, software and other items used or contained in our site offered through our site at any time without notice.

## **12. Limitation of Liability**

- 12.1. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE MEMBER TERMS, WE SHALL ONLY BE LIABLE FOR REASONABLY FORESEEABLE LOSS OR DAMAGE ARISING DIRECTLY OUT OF OUR OWN BREACHES OF THESE MEMBER TERMS, NEGLIGENCE OR WILFUL MISCONDUCT, UP TO A MAXIMUM OF THE AMOUNT OF ANY CHARGES THAT YOU HAVE PAID TO US IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CAUSE OF ACTION, IF ANY, AROSE.
- 12.2. WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH: (a) ANY ERROR OR INACCURACY IN THE DATA ENTERED BY YOU OR ANY OTHER MEMBER; (b) ANY NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR WILFUL MISCONDUCT IN RELATION TO THE USES OF THE WEB SITE (OTHER THAN OUR OWN); (c) ANY BREACH OF CONTRACT, NEGLIGENCE OR WILFUL MISCONDUCT ARISING OUT OF OR IN RELATION TO ANY SALE OR PURCHASE BY YOU VIA THE WEB SITE.
- 12.3. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH LOST DATA, LOST PROFITS, DAMAGE TO GOODWILL OR BUSINESS INTERRUPTION, ANY DELAY OR FAILURE TO PERFORM ITS OWN OBLIGATIONS UNDER THESE TERMS AND CONDITIONS DUE TO CIRCUMSTANCES BEYOND OUR OWN REASONABLE CONTROL.
- 12.4. NOTHING IN THESE TERMS AND CONDITIONS SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER YOU OR US FOR DEATH OR PERSONAL INJURY CAUSED BY OUR OWN NEGLIGENT ACTS OR OMISSIONS, LIABILITY FOR FRAUD OR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER LAW.

## **13. Changes**

- 13.1. We may vary these Member Terms from time to time to accommodate: (a) Members' feedback; (b) changes required by third party service providers; (c) new features, improvements or other changes to our site, Services, Member Content or Our Content; (d) changes in applicable law, rules, regulations, market conventions, decisions or orders of any court, ombudsman, arbitrator, regulator or any undertakings given in one of these contexts.
- 13.2. We will always try to give at least 30 days' notice via email or your Account before making the change. If you continue to use our site or the Services after we have made such changes you will have accepted these Member Terms, as amended.

## **14. General**

- 14.1. If any part of the Member Terms that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of the Member Terms.
- 14.2. You agree that all documents that we are entitled to send you electronically may be delivered to you at your Account. Any notices we give you shall be given in writing via our site to your Account or via email to your email address specified in your Account from time to time a prompt to refer to your Account.
- 14.3. "Zuztertu" and the related Zuztertu logo are the trademarks of Zuztertu Limited.
- 14.4. If we do not strictly apply our rights under these Member Terms at any time that will not prevent us from doing so later.



- 14.5. The Member Terms are in English and governed by English law, which shall also apply to the establishment of our relationship with you. Any disputes arising under or in connection with these Member Terms shall be subject to the non-exclusive jurisdiction of the English courts, to whose jurisdiction we and you submit. We will only write and communicate with you in English.
- 14.6. If any taxes apply to you as a result of entering into these Member Terms or your activities on our site, you must account for them yourself.