

TERMS OF COPYRIGHT AND LICENSING

Please read through these terms & conditions ("the Terms") carefully.

The Terms will apply in respect of all websites or other electronic content applications ("Sites") owned or operated by Apptitude Media Limited a company incorporated in England and Wales with a registered office at 9 Beaumont Gate, Shenley Hill, Radlett, Herts, WD7 7AR UK or its wholly owned subsidiaries unless specified to the contrary on the relevant Site.

By accessing any Site or by otherwise accessing any content, software, products or services available through the Sites ("the Content"), you are deemed to have entered into an agreement with Apptitude Media and have agreed to be bound by the Terms set out below. The content of the Sites is owned or licensed by Apptitude Media.

1 Intellectual Property Protection

The term "Intellectual Property Rights" means, patents, rights to inventions, copyright and related rights, moral rights, logos, trade marks and service marks, business names and domain names, rights in get-up and content, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and data, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

All Intellectual Property Rights in the Content and design of the Sites and any material emailed to you or otherwise supplied to you in conjunction with our online products are the property of Apptitude Media. You may not use or reproduce any Apptitude Media Intellectual Property, including any trademarks, registered or unregistered, (such as the British Journal of Photography name and logo or other trade names appearing on the Sites) for any reason without written permission from Apptitude Media Limited and where permission is given, it may be revoked at any time without cause and incurring no liability.

The software, which operates the Sites, is proprietary software and you may not use it except as expressly allowed under these Terms. You may not copy, reverse engineer, modify or otherwise deal with the software.

2 Use of Apptitude Media Content

You may retrieve and display Apptitude Media Content on a computer screen or mobile telephone or other electronic device, print individual pages on paper (but not photocopy them) and store such pages in electronic form for your personal, non-commercial use. If you do download material from the site all copyright and other notices must be kept intact.

Except as expressly set out above, you may not reproduce, modify or in any way commercially exploit any of the Content of the Sites. In particular, you may not do any of the following without prior written permission. No parts of any Apptitude Media publication or Sites may be reproduced, stored in or introduced into any retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the copyright owners. You may not reverse engineer, modify, decompile, disassemble or translate the content (whether for the purpose of error correction or otherwise). You may not display the content on a public bulletin board, ftp site, website, social media site, chat room or by any other unauthorized means. Written materials provided in printed or electronic form may not be modified, adapted, translated, or used to create derivative works without the prior written consent of Apptitude Media.

Any use of Apptitude Media Content not specifically permitted above is expressly prohibited. Requests for permission for other uses may be sent to our Production Department, Apptitude Media, Ground Floor Unit A, Zetland House, 5-25 Scrutton Street, London EC2A 4HJ, United Kingdom, or by email to hello@apptitudemedia.co.uk and may be subject to a fee.

3 Licence Fee, Payment, and Transactions

Access to certain Apptitude Media Content may be subject to a fee or subscription. All payments (including applicable taxes) must be made in advance in a currency specified by Apptitude Media. You are responsible for the payment of all charges associated with the use of the Sites using your Username, Password or ID.

There may be from time to time opportunities to use the Sites to purchase products or services from third party suppliers. In that event, your contract for such products will be with the third party provider and not with Apptitude Media.

All refunds that relate to Apptitude Media products or services are at the discretion of Apptitude Media. Any product-specific offers, conditions or terms are stated at the point of purchase for that product.

4 Terms and Termination

Apptitude Media may, at its discretion, terminate or suspend individual or group access to all or part of the Sites (including any right to access and use Apptitude Media Content) with or without cause. We endeavour to notify you however we are under no obligation to do so. The rights of termination are in addition to all other rights or remedies of Apptitude Media provided in these Terms or by law.

We do not guarantee that our Site, or any Content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

5 Changes to the Site

Apptitude Media reserves the right, in its discretion, to suspend, change, modify, add or remove portions of Apptitude Media Content available on the Sites at any time and to restrict the use and accessibility of the Sites.

6 Registration, Passwords and Responsibilities

Some parts of the Sites require registration. You are solely responsible and liable for the confidentiality and use of and access to the Apptitude Media Content and Sites using your username, password or ID. You agree to immediately notify Apptitude Media if you become aware of any loss or theft of any username, password or ID or any unauthorised use of a username, password, ID, or any other login details. Apptitude Media reserves the right to monitor and record activity on the Sites, including access to Apptitude Media Content.

7 Privacy Policy

Apptitude Media maintains a high level of privacy and security for your details. View our online Privacy Policy in full at <http://apptitudemedia.co.uk/privacy.html>

8 No Warranty, Disclaimer of Liability and Indemnity

While every effort has been made to ensure the high quality and accuracy of the Sites, Apptitude Media makes no warranty, express or implied concerning the Content of the Sites, which is provided "as is". Apptitude Media expressly disclaims all warranties, including but not limited to warranties of fitness for a particular purpose and warranties of satisfactory quality. 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. In no event will Apptitude Media, its affiliates or other suppliers be liable for direct, special,

incidental, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising directly or indirectly from the use of (or failure to use) or reliance on the Content, even if Apptitude Media has been advised of the possibility that such damages may arise.

Apptitude Media does not guarantee the accuracy or timeliness of the Content appearing on the Sites, or that the Sites or related systems are free from viruses or other contaminating or destructive properties. In the event that Apptitude Media incurs any liability whatsoever, the aggregate liability shall not exceed the amount that you originally paid for the service. Except in respect of death, personal injury or fraudulent misrepresentation, the Terms together with any order form and payment method instructions set forth the entire agreement and understanding of the parties relating to the subject matter herein. Any prior written or verbal agreements are superseded by the Terms.

9 Force Majeure

Apptitude Media, its affiliates and its information providers will not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of Apptitude Media Content resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorised access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labour problems, wars, or governmental restrictions.

10 Links To Third Party Websites

The Sites may contain links and pointers to Internet sites maintained by third parties. Apptitude Media does not operate or control in any respect any information, products or services on such third party sites. Links are provided solely for your convenience, and do not constitute any endorsement by Apptitude Media and/or its suppliers. You assume sole responsibility for use of third party links and pointers.

11 Miscellaneous

Apptitude Media may, at its discretion, change these Terms (including those relating to your use of the Sites and/or the Apptitude Media Content) and you agree to be bound by such changes. It is your responsibility to check the Terms on a regular basis for any changes.. If at any time you, or your organisation, have a complaint or comment to make about the Content featured within the Sites they should contact the editor for that particular product whose details can be found on the product pages in question.

Parts of the Sites may contain advertising or other third party content. Advertisers and other content providers are responsible for ensuring that material submitted for inclusion on the Sites complies with international and national law. Apptitude Media is not responsible for any third party content or error, omission or inaccuracy in any advertising material.

If any provision of the Terms is held to be invalid by a court of competent jurisdiction, Apptitude Media shall amend the invalid provision in such reasonable manner as achieves the intention of the parties without illegality, or at Apptitude Media's discretion such provision may be severed from this agreement and the remaining provisions shall nevertheless remain in full force and effect.

12 Governing Law and Jurisdiction

These Terms shall be governed by, and construed in accordance with, English law. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute, which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

13 Cookie policy

Please see our Privacy Policy at <http://apptitudemedia.co.uk/privacy.html>

14. Linking to our sites

You may link to our home pages and sub domains, 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.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on our site other than that set out above, please contact hello@apptitudemedia.co.uk