

Website terms and conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our website www.gravitymedia.com (our site).

Who we are and how to contact us

Gravity Media Group Limited, trading as Gravity Media, issues these Terms and Conditions on behalf of its group of companies that trade under Gravity Media.

www.gravitymedia.com is operated by Gravity Media Group Limited ("We"). We are registered in England and Wales under company number 03879766 and our registered office is 32-34 Greenhill Crescent, Watford Business Park, Watford, Herts WD18 8JU. Our VAT Number is GB749 3661 94.

To contact us, please email info-aus@gravitymedia.com or telephone +44 20 3104 0000.

By using our site, you confirm that you accept these terms and 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.

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

There are other terms that may apply to your use of our site

- Our [Privacy Policy](#): sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Cookie Policy](#): sets out information about the cookies on our site.

We may make changes to 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. These terms were most recently updated in February 2018.

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.

Your use of our site

You may use our site only for lawful purposes

You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any unlawful or fraudulent way, or has a unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards below
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

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 it. 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.

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.

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

We are not responsible for websites we link to

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 website may include information and materials uploaded by other users of the site, including bulletin boards and chat rooms. This information and 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.

If you wish to complain about information and materials uploaded by other users please contact info-aus@gravitymedia.com.

Our responsibility for loss or damage suffered by you

Please note that we only provide our site for business use and not for domestic and private use. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our site or use of or reliance on any content displayed on our site. In particular, we will not be liable for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation or any indirect or consequential loss or damage.

Different limitations and exclusions of liability will apply to the supply of any products to you, which will be set out in our terms and conditions of supply.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with our Content standards.

You warrant that any such contribution complies with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of that warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with our content standards.

You are solely responsible for securing and backing up your content.

Content Standards

These Content Standards apply to any and all material which you contribute to our site (**Contribution**), and to any interactive services associated with it.

We will determine, in our discretion, whether a Contribution breaches the Content Standards. A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with any applicable local, national or international law or regulation in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person or obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material, violence or any illegal activity
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, harass or cause annoyance, inconvenience, upset or needless anxiety to any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

When we consider that a breach of our Content Standards has occurred, we may take such action as we deem appropriate and this may include but is not limited to any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site and removal of any Contribution uploaded by you to our site;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach and any further necessary legal action; and
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy.

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 or interfere, damage or disrupt any part of our site, any equipment or network on which our site is stored any software used in the provision of our site or any equipment or network or software owned or used by any third party. 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 under the Computer Misuse Act 1990. 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.

The website in which you are linking must comply in all respects with our Content Standards.

If you wish to link to or make any use of content on our site other than that set out above, please contact info-aus@gravitymedia.com.