

## Personaltruths.co.uk Terms of Use

These terms govern the use of [www.personaltruths.co.uk](http://www.personaltruths.co.uk), from this point referred to as the 'Website'.

By accessing, using or linking to the Website you are deemed to have agreed to be bound by these Terms of Use.

### 1. Content

1.1. "Content" includes all text, images, photos, video, audio and other material provided by You for publication on this Website.

### 2. Content provided by You

2.1. You are responsible for the content, accuracy and suitability of any Content provided by You for publication on the Website. We will not be responsible for or liable to You or any third party for any Content provided by You or any other Users.

2.2. You must ensure that the Content provided by You for publication on the Website does not violate our **Code of Conduct** which may be amended from time to time at our discretion and without notice. When You provide content for publication on the Website, we may require you to provide a confirmation that the Content does not violate this Code of Conduct.

2.3. You are only permitted to provide Content that You have created or which You have permission to reproduce. You confirm to Us that You own the Content provided by You or otherwise You have all necessary rights including, but not limited to, copyright, trademarks and other intellectual property rights and consents required for us to publish the Content. You allow Us and other Users of the Website to use the Content in the manner set out in these Terms.

2.4. You agree to make your Content available to Us and other Visitors to the Website in the manner envisaged by these Terms without payment or other compensation to You. We do not claim any ownership of Your Content. You will retain full ownership of all Content provided by You for the Website. Unless otherwise requested by you on submitting the content to Us, your name will be published alongside the Content you provide.

2.5. You are responsible for making back-up copies of Content that You provide for use on the Website. We are not liable to You or any third party for any loss of or corruption or damage to Content.

2.6. Where permitted under applicable laws, We have the right to disclose Your identity and contact details to any third party who is claiming that any Content provided by You constitutes a violation of their intellectual property rights or of their right to privacy or

who has otherwise been harmed by Your failure to comply with these Terms. You will provide us with all relevant information relating to that claim without delay.

### **3. Our rights to use Content provided by You**

3.1. By submitting Content for use on the Website, You give Us a royalty-free, worldwide, non-exclusive right and licence for the full duration of Your legal rights arising in the Content to:

3.1.1. make copies of and use the Content to facilitate the hosting and availability of the Content for other Visitors to the website

3.1.2. move or copy Content to other pages of the website

3.1.3. copy, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, display and otherwise use on the Website and in any other marketing, promotion or publicity media on or offline including, but not limited to, trade and other press, images, videos, comments, shares, ratings and articles forming part of the Content and/or to incorporate the Content into any other works in any form, media or technology now known or later developed

3.1.4. use, modify, delete from or add to Content for any purpose in connection with this Website or otherwise as envisaged by these Terms.

### **4. The rights of other Users to use Content provided by You**

4.1. By submitting Content for publication on this Website, You give to all other Users a non-exclusive, royalty-free, worldwide licence for the full duration of Your legal rights to use, copy, reproduce, distribute, prepare derivative works of and display Content for any purpose in connection with the Website.

### **5. Content that is highlighted by Us on the Website**

From time to time, We may highlight Content by, for example, featuring Content on the homepage of the Website. The highlighting of any Content by Us shall not imply any endorsement of that Content by Us or any association with Us.

### **6. Code of Conduct**

6.1. You are responsible for any Content that You supply for publication on this Website. In return, You agree to comply with this **Code of Conduct**, which governs the way in which You may use this Website and, in the future, interact with other Users and post Content directly.

6.2. You agree that:

### *Prohibited Content*

6.2.1. You must not provide Content that in Our opinion:

- promotes the consumption of any illegal drugs or other substances
- promotes gambling
- is obscene, pornographic or sexually explicit
- depicts graphic or gratuitous violence
- makes threats of any kind or that intimidates, harasses, or bullies anyone
- promotes, facilitates or organises any civil disturbance or riot
- is derogatory, demeaning, malicious, defamatory, abusive, offensive, hateful or otherwise objectionable
- is unlawful, infringing, deceptive, fraudulent, invasive of privacy or publicity rights
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- encourages conduct that would violate or violates any law or advocates illegal activity
- harms anyone
- contains restricted or password only access pages or hidden pages or images
- promotes propaganda and/or symbols of organisations that are unconstitutional or illegal in the UK or any country in which this Website may be accessed
- provides a link to any of the above.

### *Prohibited Activities*

6.2.2. When using this Website you must not:

- solicit personal information from anyone under 18
- provide any Content relating to another person without that person's consent
- provide any Content where the subject matter of the Content includes any individuals under the age of 18 or other vulnerable individual without obtaining the consent of the applicable parent or guardian
- use this Website in any unlawful manner or in any way that could damage, disable, overburden or impair this Website
- use or attempt to use another person's details, impersonate any person or entity, create a false identity on this Website or misrepresent yourself in any way
- abuse, threaten, intimidate or harass anybody or engage in any predatory or stalking conduct
- use this Website for any illegal or unauthorised purpose
- circumvent or modify, or attempt to circumvent or modify, any security technology or software that is part of this Website.

6.3. The publication of Prohibited Content and the doing of any of the Prohibited Activities described in the Code of Conduct will be a material breach of these Terms. We reserve the right to delete from this Website any Content that violates these Terms.

6.4. You agree to reimburse Us for any losses, expenses or liabilities We incur as a result of You failing to comply with the Code of Conduct.

## **7. Moderation and Monitoring**

7.1. We monitor all the Content on this Website and reserve the right to modify any Content provided to us that breaches the above Code of Conduct.

7.2. If you wish to communicate with the Personal Truths team, you should contact us at [connect@personaltruths.co.uk](mailto:connect@personaltruths.co.uk).

## **8. Abuse Notifications**

8.1. If You believe that any Content on this Website infringes any intellectual property or privacy rights of Yours or any third party, or is otherwise contrary to the Code of Conduct, You may notify us by emailing [connect@personaltruths.co.uk](mailto:connect@personaltruths.co.uk). When doing so You must provide the following information:

- identify, in sufficient detail, the Unlawful Content so that We can locate the Unlawful Content on the Website
- state why You believe the content to be Unlawful Content and, in the case of content that is alleged to infringe intellectual property or privacy rights, You must state the owner of that intellectual property or the name of the individual concerned
- include a statement from You that you have a good faith belief that the Content is Unlawful Content and that the information You have provided in Your notification is true, accurate and complete in all respects
- provide Us with any assistance We may reasonably require in order to investigate Your notification (We will not cover any costs or expenses incurred by You when doing so).

8.2. If you become aware of any Content that We have highlighted on the Website or that We have otherwise used or repurposed under the rights granted in the Terms does not comply with the Code of Conduct or the Terms, you will immediately notify Us in the manner described above.

8.3. You will reimburse Us for any costs, claims, expenses, losses or other liabilities We may incur as a result of You misrepresenting content as Unlawful Content.

8.4. We reserve the right to remove or disable access to any Content that We believe may be Unlawful Content.

## **9. Our Intellectual Property**

9.1. Except for Content that We publish on this Website and credit as being owned by a third party, all the Content on this Website and all intellectual property rights (including copyright, trademarks and database rights) arising in that Content and this Website are owned by Us. All such rights are reserved. © Minster Law 2017

9.2. You are granted a limited licence to access and use this Website and our Content for your personal use as envisaged by these Terms, provided that you keep all copyright and other proprietary notices intact. You are not permitted to use any part of this Website for commercial purposes.

9.3. The content of the Website may not be copied, distributed, modified, adapted, translated, reproduced in whole or in part without Our prior written permission, except that You are permitted to reproduce and display Our content solely for your personal use in connection with viewing the Website.

9.4. You may not use any metatags or any other hidden text using Our names or trademarks without Our prior written permission.

## **10. Linking to this Website and framing of this Website**

10.1. You may link to any page on this Website, provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it, but 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 always make it clear that the content You are linking to came from this Website.

10.2. You must not establish a link from any website that is not owned by You. Our Website must not be framed on any other site.

10.3. We reserve the right to withdraw linking permission without notice. The website from which You are linking must comply in all respects with the standards reflected in the Code of Conduct.

## **11. Links from this Website**

This Website may also contain links to websites operated by third parties. The operation and content of those websites shall be determined by the organisation which controls the website and this will be governed by separate terms and conditions. Links are provided for convenience only and inclusion of any links should not be taken to imply endorsement in any way of the site to which it links. We accept no responsibility or liability for the contents of any other website.

## **12. Viruses, hacking and other offences**

12.1. You must not misuse this Website by knowingly or recklessly permitting the introduction of any viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this Website, the servers on which this Website is hosted or any server, computer or database connected to this Website. You must not attack this Website via a denial-of-service attack or a distributed denial-of-service attack.

12.2. We will not be liable for any loss or damage caused by a denial-of-service attack, distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of this Website or to Your downloading of any material posted on it, or on any website linked to it.

## **13. Legal disclaimer**

13.1. Content, commentary, contributions and any other materials posted on the Website are not intended to amount to advice on which reliance should be placed. These are the personal opinions of the individuals who post such materials and are not necessarily Our views.

13.2. We recommend that You do not rely on those materials and We disclaim all liability and responsibility arising from any reliance placed on those materials by You or any User or Visitor or any third party or by anyone who may be informed of any that material. We do not verify the accuracy or completeness of any Content, commentary, contributions or any other materials posted on this Website.

13.3. You understand and agree that any material, software and/or data downloaded or otherwise obtained through the use of this Website is at your own discretion and risk and that You will be solely responsible for any damage to Your own computer system or loss of data that results from the download of such material, software and/or data. We are not responsible for any damage caused by the downloading of any material, software and/or data from the Website.

13.4. Mention of third party products, services, companies and websites on the Website is for information purposes only and constitutes neither an endorsement nor a recommendation.

## **14. Limitation of Liability**

14.1. While We have taken care in preparing the contents of this Website, We shall not be liable for any loss or damage arising out of or in connection with Your use of the Website including, without limitation, indirect, or consequential loss or damage, loss of anticipated revenues, loss of profit, loss of business opportunities, loss of goodwill, loss or corruption of data or damage to reputation resulting from: (a) Your use or Your inability to use the Website or (b) any Content or other content found on the Website or

(c) any reliance place on any information found on the Website or (d) unauthorised access to or alteration of your transmissions or data.

## **15. Terms and Interpretation**

This website and these terms were written in English. To the extent that any translated version, by Us, You or a Third Party, conflict with this English version, this English version will take precedence.

These terms will be governed and interpreted in accordance with the law of England and Wales and you agree to submit to the jurisdiction of England and Wales for the purpose of any dispute.

You further agree that should you become aware of any dispute, claim or cause of action concerning the Website or its contents you will notify us by email: [connect@personaltruths.co.uk](mailto:connect@personaltruths.co.uk) setting out the reasonable scope of your concerns and engaging in reasonable steps to identify and narrow issues in dispute.

Reference to 'Us', 'We', 'Our' means Minster Law Ltd.

Reference to 'You' means the individual, company, organisation or legal entity accessing, posting or linking to the Website.