

## Terms of Use

Please read this agreement carefully. It sets out the terms under which Sark News offers you use of its interactive services as defined in clause 1.1 of this agreement and its web sites ("the sites"). By using any of the interactive services and/or the sites you agree that you have read and accept these terms and conditions and that they shall apply to your use.

If you do not wish to be bound by them, please leave this web site.

This Agreement is made between you and Sark News.

### 1. Interactive Services

- 1.1 Sark News may make available to you chat areas, forums and/or other means by which communications may be made available and/or disseminated publicly; shopping and other commercial and/or transactional services; advisory services; and/or competitions and/or prize draws (all together the "Interactive Services").

The Interactive Services may be operated by third parties and where they are this will be made clear to you. Where such Interactive Services are operated by a third party you may be asked to supply information and/or data (including, without limitation, financial, credit card and/or bank data), where that third party may have specific additional terms and conditions which apply.

- 1.2 Further, when using such Interactive Services operated by such third parties, you will be dealing with them directly and as such any contracts and/or arrangements will be formed between you and them, without Sark News as a party and Sark News cannot be held liable for your use of or any liability arising out of the same (save to the extent required by law).

### 2. Use of the Sites and the Interactive Services

The Sites and the Interactive Services are for personal and non-commercial use only. You may copy electronically and print portions of the Sites and/or the Interactive Services for your personal, non-commercial use only. In particular, you may not use any information from any directory or other listing or information retrieval service (if any) made available on or by any Site and/or the Interactive Services, in connection with any business or commercial undertaking (whether or not for profit). Any other use of materials on the Sites and/or the Interactive Services (including without limitation reproduction for a purpose other than that noted above and any modification, distribution or republication) without the prior written permission of Sark News is strictly prohibited. You also agree not to deep-link and/or frame to any of the Sites for any purpose, unless specifically authorised by Sark News to do so.

2.1 You agree that:

- a) you shall not use the Sites or the Interactive Services to transmit or knowingly or recklessly receive (or knowingly or recklessly authorise or permit any other person to receive or transmit) material which is obscene, threatening, menacing, offensive, defamatory, abusive, in breach of

confidence, in breach of any intellectual property right (including copyright) or otherwise violates any applicable law or regulation or code, or which makes excessive demands for bandwidth or contains any virus or which may otherwise impair or harm Sark News's computer systems or any third party computer system; and

- b) you will keep your passwords relevant to the Sites and/or the Interactive Services secure and not let them become public knowledge.
- 2.2 If you publish any text or graphics via the Interactive Services by way of contributions to chats, discussions or user reviews, you automatically and hereby grant to Sark News a perpetual, royalty free, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, translate, create derivative works from and distribute such text or graphics into any form, medium or technology now known or hereafter developed. In addition, as between you and Sark News, you assert and waive any and all moral rights in such text or graphics.
  - 2.3 The intellectual property in all design, text, graphics and other material and the selection or arrangement of such material in the Sites and/or the Interactive Services is owned by Sark News and/or its respective licensors.
  - 2.4 Save to the extent required by law, no representations, warranties or terms of any kind are made in respect of the Sites and/or the Interactive Services or their contents (including, without limitation, any views or comment made). All information and/or data included in and/or on the Sites, the Interactive Services and/or in any directory or other listings or information retrieval service made available on or by the Sites and/or the Interactive Services has been so made available for guidance only. Your use of such information and/or data is therefore entirely at your own risk. All liability of Sark News, its directors, employees or other representatives howsoever arising for any loss suffered as a result of your use of the Sites and/or the Interactive Services is expressly excluded to the fullest extent permitted by law.
  - 2.5 The Sites and/or the Interactive Services may include links to web sites and/or services owned and/or operated by third parties. These are provided for your convenience only and Sark News is not responsible for and does not give any warranties or make any representations regarding any such web sites and/or services and is not responsible for or liable in relation to the content or your use of such web sites (save to the extent required by law).
  - 2.6 In view of the vast flow of information transmitted by an Internet service provider and/or web site operator (as applicable) each day, it is not technically possible nor economically feasible to monitor all materials that pass through its system (including, without limitation, all views and/or comments therein). Sark News believes that the onus for ensuring that material presented on the Internet is legal rests with the original content provider, and we will not limit access to material unless notified that it is illegal. Notwithstanding, Sark News shall have the right to remove any items it believes may be illegal.
  - 2.7 Sark News is the owner of:
    - a) those trade mark(s) indicated as such throughout the Sites from time to time; and

- b) all other trade marks used in the Sites and/or the Interactive Service which are not licensed to it by any third party.  
All other trade marks, product names and company names or logos cited therein are the property of their respective owners.
- 2.8 The provisions in clause 5 on Data Protection and Use of Personal Information apply in respect of your use of the Sites and/or the Interactive Services.

### **3. Availability and Security of the Sites and the Interactive Service**

- 3.1 Due to the nature of the Internet, Sark News does not promise full and error free operation of the Sites and/or the Interactive Services at all times. All liability of Sark News, its directors or employees how so ever arising for any loss what so ever arising from your use of or inability to use the Sites and/or the Interactive Services is excluded, insofar as it is possible to do so in law.
- 3.2 Sark News shall use reasonable endeavours to ensure that the Sites, the Interactive Services and any information it holds on you are kept secure. However, due to the nature of the Internet, Sark News cannot accept any liability for those who intentionally attempt to and/or gain unauthorised access to the same by means such as, without limitation, computer hacking (save to the extent that Sark News is unable to exclude such liability by law).

### **4. Registration**

Where you are asked to complete a Sark News registration form the personal details that you provide must be true, accurate and complete.

### **5. Data Protection and Use of Personal Information**

- 5.1 Information may be gathered from your registration form(s) and your use of the Sites and/or the Interactive Services including through "cookies". Cookies are blocks of text placed in files on your computer's hard drive when you visit a web site which contains information to identify you. A cookie does not contain any personal information you have provided us with, except your user name, unless the cookie is attached to personal information collected another way, such as by means of your on-line registration form.
- 5.2 The information gathered may be used by Sark News and companies in the same group as Sark News (i.e. companies which share the same ultimate parent company) internally, for purposes relating to your use of the Sites and the Interactive Services and for marketing activities, and may be passed to carefully selected third parties to use for marketing activities. By marketing activities, we mean the communication directly to particular individuals (by e-mail, post or telephone) of any advertising or marketing material. If you do not wish to receive marketing material from Sark News, from companies in the same group as Sark News or from carefully selected third parties you should tick the appropriate box on the registration form(s) or notify us by e-mail. If you subsequently decide you no longer wish to receive direct marketing/information from Sark News or companies in the same group as Sark News or no longer wish us to pass your information to third parties you should again notify us by e-mail.

- 5.3 Sark News may forward your personal details to the Police or other regulatory body to comply with the law or in relation to suspected misuse by you of the Sites and/or the Interactive Services. Where it is lawful and necessary Sark News may also monitor e-mails you send and receive.
- 5.4 Other than as set out elsewhere in this clause 5, your information shall not be disclosed or used by us. You hereby agree to these terms in this clause 5 by your agreement to the terms and conditions of this Agreement.

## **6. Payment**

The Sites and the Interactive Services are currently made available without charge to you by Sark News. However, you are responsible for all telephone charges necessary to access and use the Sites and the Interactive Services which are made available.

## **7. Termination**

Sark News may permanently terminate your access to the Interactive Services immediately for any reason.

## **8. Claims**

Where a claim is brought against Sark News by a third party in relation to your use of the Sites and/or the Interactive Services you agree to fully reimburse Sark News and all companies within the Sark News group for all losses, costs, actions, claims, damages, expenses (including reasonable legal costs and expenses) or liabilities, whatsoever suffered or incurred by Sark News or companies within the Sark News group in or as a consequence of your breach of this Agreement and/or your use of the Sites and/or Interactive Services.

## **9. Force Majeure**

Neither party shall be liable to the other, for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any power failure.

## **10. Notices**

Any notices shall, unless otherwise expressly stated, be in writing and shall be given by sending the same by e-mail, first class post, or facsimile transmission to the other party's address as may be designated in writing from time to time. Any notice sent by first class post shall be deemed (in the absence of evidence of early receipt) to have been delivered two days after dispatch. Any notice given by e-mail or facsimile transmission shall be deemed to have been delivered on the next working day following transmission.

## **11. Assignment**

- 11.1 This Agreement shall be personal to you and you may not assign, transfer, sublet, lease or delegate all or any of your rights and obligations, without Sark News's prior written consent.
- 11.2 Sark News reserves the right to assign or transfer all or any of its rights and obligations under this Agreement to any companies in the same group as Sark News or other third party. In the event of assignment or transfer, notification will either be given to you by e-mail or posted on the Sites.

## **12. No Waiver**

Failure by either party to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.

## **13. Variation of Terms**

Sark News reserves the right to vary this Agreement from time to time. Such changes shall either be notified to you by e-mail or posted on the home pages of the Sites. Changes in this manner shall be deemed to have been accepted if you continue to use the Sites and/or the Interactive Services after a period of two weeks from the date of transmission of the e-mail or of posting on the home pages of the Sites, whichever occurs later.

## **14. Law and Jurisdiction**

Where the Sites and/or the Interactive Services are accessed from England or Wales, or from outside the United Kingdom this Agreement shall be governed by the laws of Guernsey and you hereby submit to the exclusive jurisdiction of the Guernsey courts.