

## ATTENDEE TERMS

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### 1. Introduction

1.1 These terms and conditions (**Attendee Terms**) govern your use of (including attendance at) our online talks, trainings and webinars, including all services and digital content forming part of such products and services (together referred to in these Attendee Terms as **Products**) delivered through our website, <https://www.mirthy.co.uk/> (<https://www.mirthy.co.uk/>) (**Website**), and your use of our Website.

1.2 By registering to our Product, you accept these Attendee Terms in full. Accordingly, if you disagree with these Attendee Terms or any part of these Attendee Terms, you must not register to or use our Products.

1.3 You must be at least 18 years of age to use our Products and our Website. By registering to our Product, you warrant and represent to us that you are at least 18 years of age.

### 2. Information about us

2.1 **Who we are.** When we say **we, us** or **our** in these Attendee Terms, we mean Mirthy Ltd, a company incorporated and registered in England and Wales with company number 11735767 and whose registered office and main trading address is at 27, Severn House, 19 Enterprise Way, London, England, SW18 1GD.

2.2 **How to contact us.** If you wish to contact us for any reason, including because you have any queries or complaints, you can contact us by e-mail at [hello@mirthy.co.uk](mailto:hello@mirthy.co.uk), or post to the address in clause 2.1

### 3. Registration

3.1 You must register to use our Products. In order to do so, you must complete the Product registration form on our Website and accept these Attendee Terms.

3.2 You may also register for an account on our Website (**Account**) to manage the Products you have registered for. In order to do so, you must complete the Account registration form on our Website, accept these Attendee Terms, and follow the Account verification process as explained on the registration pages of our Website. Your registration will be completed when you have verified your email address and activated your Account.

3.3 Only one Account is permitted per person.

3.4 You must provide accurate information on our registration forms, for example, your name, email address, and (optionally) your mobile phone number.

3.5 If you choose, a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

3.6 Your user ID must not be liable to mislead and must comply with the content rules set out in clause 9 of these Attendee Terms. You must not use your account or user ID for or in connection with the impersonation of any person.

3.7 You are responsible for any activity on our Website arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

3.8 We have the right to disable any Account access at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Attendee Terms.

### 4. Your privacy

Under data protection legislation, we are the data controller of your personal data processed through our Products and our Website, and are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Notice (<https://www.mirthy.co.uk/privacy-policy/>). It is important that you read that information.

### 5. Copyright, trade marks and other intellectual property rights

5.1 Subject to the express provisions of these Attendee Terms:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in or arising out and in connection with our Products and Website (including their content); and

(b) all the copyright and other intellectual property rights in or arising out and in connection with our Products and Website (including their content) are reserved.

5.2 Mirthy, our logos and our other registered and unregistered trade marks and service marks appearing on our Products and Websites are trade marks belonging to us. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

5.3 The third party registered and unregistered trade marks or service marks on our Website are the property of their respective owners and, unless expressly stated otherwise in these Attendee Terms or in our Products or on our Website, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

5.4 Nothing in these Attendee Terms shall operate to transfer any intellectual property rights from us to you. Any goodwill derived from the use by you of our intellectual property rights shall accrue to us.

### 6. Licence to use our products

6.1 In return for agreeing to comply with these Attendee Terms you may use our Products and our Website in accordance with these Attendee Terms.

6.2 You may only use our Products and our Website for your own private, non-commercial purposes, and you must not use our Products or our Website for any other purposes.

6.3 Subject to the other provisions of these Attendee Terms, you may:

- (a) use or stream our Product on any computer, tablet or mobile device;
- (b) download, save and print such digital content that is expressly designated in the Product for downloading and printing (for example, course materials) and use it solely for the purpose identified in the Product (for example, to facilitate your private study); and
- (c) interact with the Product as facilitated within that Product (for example, take part in a live verbal or written discussion, submit your comments, questions and feedback, take part in a survey, leave a review).

6.4 Subject to the other provisions of these Attendee Terms, you may:

- (a) view pages from our Website in a web browser;
- (b) download pages from our Website for caching in a web browser;
- (c) print pages from our Website; and
- (d) stream audio and video files from our Website.

6.5 Except as expressly permitted by clauses 3 and 6.4, or the other provisions of these Attendee Terms, you must not download any digital content forming part of Products or Website, or print, or save any such digital content to your computer or other device, or otherwise use such digital content.

## 7. Acceptable use

7.1 You must not:

- (a) exploit our Product or Website for a commercial purpose;
- (b) sell, resell, rent, lease, sub-license, loan, publish, distribute, redistribute, provide, or otherwise make our Products or Website available in any form, in whole or in part, to any person without prior written consent from us;
- (c) display our Product or Website (in part or in whole) as part of any public performance or display unless such use would not constitute a copyright infringement or breach legal rights of any person (including corporate entity) or is specifically permitted by us;
- (d) copy our Products, except as part of the normal use of the software forming part of the Product or as otherwise expressly permitted in these Attendee Terms;
- (e) use our Products or Website in conjunction with any stream-ripping, stream capture or similar software to record or create a copy of any content that is presented to you in streaming format;
- (f) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Products or Website without our express written consent;
- (g) translate, merge, edit, adapt, vary, alter or modify, the whole or any part of our Products nor permit our Products or any part of them to be combined with, or become incorporated in, any other programs, applications or digital content except as necessary to use our Product on devices as permitted in these Attendee Terms;
- (h) de-compile, reverse engineer or create derivative works based on the whole or any part of our Product nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the software to obtain the information necessary to create an independent program that can be operated with our Product or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; is not used to create any software that is substantially similar in its expression to our Products; is kept secure; and is used only for the Permitted Objective;
- (i) attempt to, or assist, authorise or encourage any person to circumvent, disable or defeat, interfere with or disrupt the safety, security or performance of our Products or Website;
- (j) access or use the source code of our Products or Website;
- (k) use our Products or Website in any way or take any action that causes, or may cause, damage to the Products or Website or impairment of the performance, availability or accessibility of the Products or Website;
- (l) use our Products or Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (m) use our Products or Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (n) access or otherwise interact with our Products or Website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (o) use our Products or Website in a way that could damage, disable, overburden, impair or compromise our Products or Website, our systems or security or interfere with other users; or
- (p) collect or harvest any information or data from our Products or Website or our systems or attempt to decipher any transmissions to or from the servers running our Products or Website.

For the avoidance of doubt, the prohibitions in this clause 7.1 extend to any and all parts of the Product (including any digital content provided within the Product).

7.2 You must not use data collected from our Products or Website to contact individuals, companies or other persons or entities, including for any direct marketing activity.

7.3 You must ensure that all the information you supply to us through our Products or Website, or in relation to our Products or Website, is true, accurate, current, complete and non-misleading.

## 8. Your content: licence

8.1 In these Attendee Terms, **your content** means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you upload, submit, send to or store in our Products or on our Website, transmit using our Products or Website, supply to us for uploading to, transmission by or storage in our Products or on our Website.

8.2 You grant to us:

- (a) a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media;
- (b) the right to sub-license the rights licensed under clause 8.2 of these Attendee Terms; and
- (c) the right to bring an action for infringement of the rights licensed under clause 8.2 of these Attendee Terms.

8.3 You must have the necessary rights to submit your content to our Product and our Website. You must also have the right to give us the permission to use your content as set out in clause 8.2 above.

8.4 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law, and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

8.5 You may edit your content to the extent permitted using the editing functionality made available in our Product or on our Website.

8.6 We cannot guarantee that any information that you post or otherwise share on or in our Product (for example, your comments or questions put to the speaker or other attendees of our webinar) or on our Website (for example, your reviews) will be confidential. For that reason, you should not submit to us (for example, share with other attendees of a webinar in the webinar's chat, or post on our Website or share ) any information or other content which is of a confidential nature.

8.7 Without prejudice to our other rights under these Attendee Terms, if you breach any provision of these Attendee Terms in any way, or if we reasonably suspect that you have breached these Attendee Terms in any way, we may delete, unpublish or edit any or all of your content.

## 9. Your content: rules

9.1 You warrant and represent that your content will comply with these Attendee Terms.

9.2 Your content, and the use of your content by us in accordance with these Attendee Terms, must not:

- (a) be illegal or unlawful (including being in contempt of any court, in breach of any court order, in breach of racial or religious hatred or discrimination legislation, or in breach of official secrets legislation);
- (b) infringe any person's legal rights (including copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights);
- (c) infringe any right of confidence, right of privacy or right under data protection legislation;
- (d) be in breach of any contractual obligation owed to any person; or
- (e) be libellous or maliciously false, obscene, indecent, pornographic, lewd, suggestive or sexually explicit, blasphemous, offensive, deceptive, harmful, fraudulent, threatening, intimidating, abusive, harassing, anti-social, menacing, hateful, racially or ethnically offensive, discriminatory or inflammatory, depict violence in an explicit, graphic or gratuitous manner, constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity.

## 10. Limited warranties

10.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published in our Products or on our Website;
- (b) that the content of our Products or on our Website is up to date; or
- (c) that our Products or our Website will remain available.

10.2 We do not warrant that your use of our Products or Website will be uninterrupted or error-free; or that our Products or Website and/or any information obtained by you through our Products or Website will meet your requirements.

10.3 We reserve the right to discontinue or alter any or all of our Products, and to stop publishing our Website, at any time in our sole discretion without notice or explanation. Save to the extent expressly provided otherwise in these Attendee Terms, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Product or if we stop publishing our Website.

We 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 Products and Website may be subject to limitations, delays and 10.4 other problems inherent in the use of such communications facilities.

## 11. Limit on our responsibility to you

11.1 Nothing in these Attendee Terms will limit or exclude any liability for death or personal injury resulting from negligence; limit or exclude any liability for fraud or fraudulent misrepresentation; limit any liabilities in any way that is not permitted under applicable law; or exclude any liabilities that may not be excluded under applicable law.

11.2 If we fail to comply with these Attendee Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

11.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

11.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

11.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

## 12. Third party websites

12.1 Our Products and Website may include links to other Websites owned and operated by third parties. Such links are provided for information only and are not recommendations or endorsements by us of those linked Websites or information you may obtain from them.

12.2 We have no control over third party Websites and their contents, and (save as stated in clause 11.1 of these Attendee Terms) we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 13. Breaches of these Attendee Terms

13.1 Without prejudice to our other rights under these Attendee Terms, if you breach these Attendee Terms in any way, or if we reasonably suspect that you have breached these Attendee Terms in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our Products or Website;
- (c) permanently prohibit you from accessing our Products or Website;
- (d) block computers using your IP address from accessing our Products or Website;
- (e) contact any or all of your internet service providers and request that they block your access to our Products or Website; or
- (f) commence legal action against you, whether for breach of contract or otherwise.

13.2 Where we suspend or prohibit or block your access to our Products or Website or a part of our Products or Website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## 14. Changes to these Attendee Terms

We may revise these Attendee Terms from time to time. The revised Attendee Terms shall apply to your use of:

- (a) our Product when you register to use that Product; and
- (b) our Website from the date of publication of the revised Attendee Terms on the Website.

## 15. Severability

If a provision of these Attendee Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these Attendee Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 16. Waiver

If we do not insist immediately that you do anything you are required to do under these Attendee Terms, or if we delay in taking steps against you in respect of your breaking these Attendee Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## 17. Law and jurisdiction

These Attendee Terms are governed by the law of England and Wales, and you can bring legal proceedings in respect of the matters governed by these Attendee Terms in the English or Welsh courts, except that this provision will not have the effect of depriving you of the protection afforded to you by mandatory provisions of the applicable laws regulating the choice of the governing law and/or jurisdiction in consumer contracts. For example, if you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.