

## **Web Terms of Use**

Welcome to [www.mandpmodels.com](http://www.mandpmodels.com) (the "Website"). Using the Website confirms that you accept these terms (the "Terms") regardless of whether you choose to register with the Website. If you do not wish to accept these Terms, do not use the Website. Please note that the Terms are updated from time to time and it is your responsibility to review these Terms regularly.

### **What are Web Terms of Use:**

It is a policy that sets out the rules that binds any individual who accesses the information available on the website. The user must agree to the terms detailed in the policy, to continue using the website. The terms serve to:

1. Set out the protocol
2. Protect the copy and image rights
3. Safeguard visitors to the website
4. Limits our liability, should any claim be made against us in relation to use of the website and content therein.

### **1. Introduction**

#### 1.1

The Website is owned by "M&P Models", "we", "us" or "our" mean M&P Models.COM Limited (a company registered in England and Wales with registration no 05345059 and registered office at Toad Hall Cattawade Street, Cattawade, Manningtree, England, CO11 1RG).1.2

#### 1.2

You may access most areas of the Website without registering your details. Certain areas of the Website are only open to you if you register as a registered user and use the Website in accordance with these Terms.

#### 1.3

By accessing any part of the Website you shall be deemed to have accepted these Terms in full. If you do not accept these Terms in full, you must leave the Website immediately.

### **2. Variation**

The Company shall have the right, at its sole discretion to modify, add or remove any terms or conditions of these Terms without notice or liability to you. You should regularly check the Website to review the current Terms since they are binding on you. Any changes to these Terms shall be effective immediately following the posting of any such changes on the Website. Please review these Terms regularly to ensure that you are aware of any changes made by the Company. Your continued use of the Website after changes have been posted means you agree to be legally bound by the Terms as updated and amended.

### 3. Ownership and Restrictions

#### 3.1

Apart from images licensed for use by the Company, including photographic images and content which is licensed by the Company from photographers, fashion houses and other third parties, the Website, its design and content including all text, information, still and motion video, audio and audio visual material, code and/or software and all intellectual property rights relating to the same (the "Material") are owned by the Company.

#### 3.2

The Website may be used by you strictly for your own personal use as provided in these Terms. No element of the Website or the Material may be taken out of context or presented in a misleading or discriminatory manner.

#### 3.3

You are strictly prohibited from accessing and using any of the images found on the Website in any manner unless you are an authorised licensed user and adhere strictly to the terms of the separate licence terms governing the valid and lawful use of such images.

#### 3.4

You agree not to modify, copy, reproduce, broadcast, modify, adapt, transmit, republish, sell, resell, exploit, create derivative works or distribute in any way any portion of the Website or the Material.

#### 3.5

You are granted a personal, limited, non-transferable, non-exclusive licence to access the Website and print and download extracts from the Website (which are clearly made available by the Company for you to print and/or download and which excludes any other images) for your own private personal use on the following basis:

##### 3.5.1

no documents, images or related graphics on the Website are modified in any way;

##### 3.5.2

no graphics or images found on the Website are used separately from the accompanying text;

##### 3.5.3

no Material or any portion of the Website is used and/or exploited to create an association or similar connection with a business, person or corporate entity;

##### 3.5.4

the Company's copyright and trade mark notices and this permission notice appear in all copies of any material from the Website; and

### 3.5.5

you do not allow any third party, to modify or create a derivative work, reverse engineer or otherwise attempt to discover any source code or software available on the Website.

The grant of this limited licence is conditional upon your agreement to and compliance with all these Terms. The Company may revoke this licence at any time in its absolute discretion.

### 3.6

Any use of extracts or images from the Website, including without limitation the Material, other than in accordance with paragraph 3.5 above for any purpose is prohibited. If you breach any of the Terms, your permission to use the Website automatically terminates and you must immediately destroy or permanently erase from any computer memory or storage device any downloaded or printed extracts or images or documents from the Website including without limitation the Material.

### 3.7

All copyrights, trademarks, intellectual property rights and proprietary rights on the Website are the property of or licensed to the Company unless otherwise stated. Nothing shall be construed as conferring upon you by implication, estoppel or otherwise any licence or right to use any trade mark, patent, registered design, design right, copyright or other intellectual property right of the Website.

## **4. Website Access**

### 4.1

While the Company endeavours to ensure that the Website is normally available 24 hours a day, the Company shall not be liable if for any reason the Website is unavailable at any time or for any period.

### 4.2

Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

## **5. Visitor Material and Conduct**

### 5.1

Other than personally identifiable information, which is covered under our Privacy Policy ([link to privacy policy](#)) and Data Protection Policy ([link to policy](#)), any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The Company shall have no obligation with respect to such material. The Company and its designers shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

### 5.2

You are prohibited from uploading, posting or transmitting to or from the Website any material:

#### 5.2.1

that is threatening, defamatory, obscene, indecent, unlawful, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

#### 5.2.2

for which you have not obtained all necessary licences, consents and/or approvals; or

#### 5.2.3

which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

#### 5.2.4

which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

#### 5.3

You may not misuse the Website (including, without limitation, by hacking) in a way which is contrary to the Terms. In the event that you do misuse the Website or breach any of the Terms, the Company reserves the right to ask you to leave the Website immediately, and to prohibit you from using the Website in the future.

#### 5.4

The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of this paragraph 5.

### **6. Links To and From Other Websites**

#### 6.1

Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third-party websites and does not control and is not responsible for these websites or their content or availability. As a result, the Company does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.

#### 6.2

Please note that we are not responsible for the terms of use or data collection practices of any other websites and we encourage you to read the privacy statements and terms of use of those linked websites.

### 6.3

The Company does permit linking to the site without permission:

1. Shared on social media, blog, or other such site
2. If it is shared in an appropriate manner, within context of the article

The Company does not permit linking to the site without permission:

1. If it is used in a way that is threatening, defamatory, obscene, indecent, unlawful, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience to the Company
2. You do not imply any collaboration, joint venture, partnership, business relationship, endorsement, without specific written consent

## 7. Registration

### 7.1

When you submit your details to us via the Website, you warrant that all the details you supply, including without limitation, your name and e-mail address are accurate, that you are authorised to use the e-mail address that you provide and that you are at least sixteen (16) years old. If you are below the age of sixteen (16), please obtain the permission of your parent or guardian before using the Website. The Company has no intention of collecting any personal information from children below the age of 16 without informed parental consent. Parents are encouraged to review their children's e-mail and Internet activities to ensure that the Website is being used in accordance with these Terms.

### 7.2

The Company takes your privacy seriously. Please read the Company's Privacy Policy (link to PP) for details about what information the Company collects and how the Company will use and protect it.

## 8. Terms and Conditions of Business

### 8.1

Details of the terms and conditions of business are available at <http://www.mandpmodels.com/about/> Please review such terms and conditions carefully and thoroughly as they will govern and apply to any supply of the services by the Company and take precedence over and supersede any other terms.

### 8.2

Any amendment or variation made to the terms and conditions of business as supplied by the Company shall not be valid or binding unless agreed to in advance by the Company and confirmed by the Company by counter-signing such amendment or variation on the booking confirmation form.

## **9. Disclaimer**

Information on this Website does not constitute an offer or solicitation to conduct MODELLING business in any jurisdiction. It is your responsibility to inform yourself about and observe any applicable laws relating to MODELLING. Information on the Website has been obtained from sources which we believe to be reliable and accurate. The company is not responsible for the accuracy of the information contained within the Website provided by third parties.

## **10. Accuracy**

### **10.1**

While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

### **10.2**

The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms, including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for these Terms, might have effect in relation to the Website.

## **11. Liability**

### **11.1**

The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or any kind of loss or damage that may result to you or a third party in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website (including without limitation, any direct loss or DAMAGES of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise and ANY indirect, punitive or consequential loss or damages).

## 11.2

Nothing in these Terms shall exclude or limit the Company's liability for:

(a)

death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or

(b)

fraud; or

(c)

any liability which cannot be excluded or limited under applicable law.

## 11.3

You assume all costs if your use of the Website results in the need for servicing, repair or correction of equipment, software or data.

## 11.4

The Company does not warrant that functions contained in the Website content will be uninterrupted or error free, that defects will be corrected or that the Website's server is free of viruses, worms, Trojan horses or bugs.

## 12. Severance

If any of these Terms shall be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

## 13. No Waiver

No delay or failure by the Company to exercise any powers, rights or remedies under these Terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of the Company.

## 14. Entire Agreement

These Terms including the documents or other sources referred to in these Terms supersede all prior representations understandings and agreements between you and the Company relating to the use of this Website and sets forth the entire agreement and understanding between you and the Company for your use of this Website.

## 15. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England.

**May 2018**