

## TERMS & CONDITIONS

Access to and use of 'www.partnerize.com' both within the UK and internationally is provided by Performance Horizon Group Limited (“we” or “us”) on the following terms:

1. By using partnerize.com you agree to be bound by these terms, which shall take effect immediately on your first use of partnerize.com. If you do not agree to be bound by all of the following terms please do not access, use and/or contribute to partnerize.com.
2. We may change these terms from time to time and so you should check these terms regularly. Your continued use of partnerize.com will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using this website. If there is any conflict between these terms and specific local terms appearing elsewhere on partnerize.com (including house rules) then the latter shall prevail.

### **Use of partnerize.com**

3. You agree to use partnerize.com only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of partnerize.com.

### **Intellectual Property**

4. All copyright, trade marks, design rights, patents and other intellectual property rights (registered and unregistered) in and on partnerize.com and all content (including all applications) located on the site shall remain vested in us or the content's licensors. You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use partnerize.com content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any partnerize.com content except for your own personal, non-commercial use. Any other use of partnerize.com content requires our prior written permission.
5. The names, images and logos identifying us, or third parties and their products and services are subject to copyright, design rights and trade marks of Performance Horizon Group Limited and/or third parties. Nothing contained in these terms shall be construed as conferring any licence or right to use any trade mark, design right or copyright of us, or any other third party.

### **Disclaimers and Limitation of Liability**

6. We are not responsible for any content posted by members of the public on partnerize.com or for the availability or content of any third party sites that are accessible through partnerize.com. Any links to third party websites from partnerize.com do not amount to any endorsement of that site by us and any use of that site by you is at your own risk.
7. partnerize.com content, including the information, names, images, pictures, logos and icons regarding or relating to us, our products and services (or to third party products and services), is provided "AS IS" and on an "AS AVAILABLE" basis. To the extent permitted by law, we exclude all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. We do not guarantee the timeliness, completeness or performance of the website or any of the content. While we try to ensure that all content provided by us is correct at the time of publication no responsibility is accepted by or on our behalf for any errors, omissions or inaccurate content on the website.
8. Nothing in these terms limits or excludes our liability for death or personal injury caused by our proven negligence. Subject to the previous sentence, we shall not be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of partnerize.com regardless of the form of action.
9. We do not warrant that functions available on partnerize.com will be uninterrupted or error free, that defects will be corrected, or that partnerize.com or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

### **General**

10. If any of these terms are 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 and continue to be binding and enforceable.
11. The failure or delay of Performance Horizon Group Limited to exercise or enforce any right in these terms does not waive our right to enforce that right.

These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.

## **Contacting Us about these Terms of Use**

Performance Horizon Group Limited

8th Floor

West One

Forth Banks

Newcastle upon Tyne

NE1 3PA