

Terms and Conditions

Created by: Iguazu ltd

Date updated: 01/09/2017

1. General terms

1. These terms apply to any and all use of the Site. Any act of accessing or using the Site, including submitting any User Content shall constitute your agreement to be bound by and comply with these Terms.

2. Definitions

2.1 In these terms and conditions, the following definitions have the following meanings: "Content" means all text, images, footage, related data or other material included or presented on the Site. "IPR": all patents, trade marks, service marks, copyright, design right, database rights, know-how, processes, trade practices and other intellectual property rights whatsoever, whether registered or unregistered anywhere in the world; "Site": the Iguazu web site at www.Iguazu.com and any of the sub-domains thereof; "User Content": all text, images, footage, related data or other material inputted, uploaded or otherwise communicated by you to the Site or to us including by way of selecting items to be linked to the Site. "we", "us", "our", "Iguazu": Iguazu Limited, (registered company number 4156563) whose registered office Alresford House, 60 West Street, Farnham, Surrey, GU9 7EH.. "you", "your", "yourself": any user of the Site.

3. Your Information

3.1 In order to use certain parts of the Site it may be necessary for you to provide certain information with us such as your name and email address.

3.2 You must ensure that all information submitted by you is complete and accurate.

3.3 We will use all information you provide in accordance with our Privacy Policy which is available on the Site.

4. General Use of the Site

4.1 You warrant and undertake that you shall not, and shall not permit others to:

4.1.1 modify, translate, create derivative copies of or copy any aspect of the Site;

4.1.2 reverse engineer, decompile, disassemble or otherwise tamper with any material on the Site;

4.1.3 distribute, sub-license, assign, share, timeshare, sell, rent, lease, grant a security interest in or otherwise transfer any of your rights to use the Site; or

4.1.4 use the Site in any manner not expressly authorised or envisioned or in a way which may bring us into disrepute.

5. Intellectual Property Rights

5.1 All IPR in the Site, Content and all material, content, information or benefits relating to the same, is owned or licensed by us and nothing in these terms and conditions shall confer any ownership of any IPR in the same on you.

5.2 You agree to use all Content made available to you for the purpose of viewing such Content on the Site personally only and not to copy, adapt, make available to third parties or distribute any such Content.

6. User Content and Use of the Site

6.1 You grant to us a world-wide, royalty-free, irrevocable, non exclusive licence (including the right to sub-license) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any User Content (in whole or part) and/or to incorporate such content in other works in any form, media or

technology now known or developed.

6.2 You agree not to upload, post or otherwise make available on the Site any material protected by confidence, copyright, trademark or other proprietary right without the express permission of the owner of the confidential information, copyright, trademark or other proprietary right or use the Site for any other illegal purpose and the burden of determining that any material is not protected by such rights or that such permission has been obtained rests with you.

6.3 You agree that you shall be solely liable for any damage resulting from any breach of confidence or infringement of copyrights, proprietary rights, or any other harm resulting from submission of User Content and agree to indemnify us and keep us indemnified against any damage, harm or loss resulting from such a submission.

6.4 You agree to not submit any User Content that is racist, sexist, ageist, obscene or otherwise offensive or to submit User Content in such a way as is intended or likely to disrupt any user's use or viewing of any part of the Site.

7. Limitation of Liability

7.1 You acknowledge that the following provision reflects a fair allocation of risk. These terms and conditions set out our entire liability to you and all other liability of us to you and all warranties relating to the Site or the Content is hereby excluded, subject that nothing shall exclude or restrict our liability for fraudulent misrepresentation and/or for death or personal injury (including but not limited to sickness and death) to the extent that such injury results from our negligence or wilful default, or that of our servants, agents or subcontractors.

7.2 In no event shall we be liable to you whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the Site or the Content, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information or benefits. For the avoidance of doubt, neither the types of loss and/or damage specified above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this Agreement.

7.3 You agree that we shall not be liable for any loss or damage caused by your reliance on the accuracy or truth of any Content.

8. Restrictions of the Internet

8.1 You acknowledge that:

8.1.1 we have no control over the Internet which is a global decentralised network of computer systems. Accordingly, access to the Site shall not be error free or uninterrupted and may be variable; and

8.1.2 information, benefits and other material accessible over the Internet, including via the Site may contain computer viruses, worms, Trojan horses, cancelbots, or other harmful and destructive components. We are not liable and will not be liable for any direct, indirect, incidental or other loss or damages which result or may result from your access to or use of the Internet. We strongly recommend that you maintain sufficient and updated anti-virus benefits on any hardware used to access the Site and/or access material on the Site.

9. Governing Law

9.1 These terms and conditions shall be interpreted in accordance with and governed by English law and the parties shall submit to the exclusive jurisdiction of the English courts.