

EMILY G MEDIA LIMITED

Terms and conditions of membership

1. Application of terms and conditions

- 1.1 These terms and conditions apply to all memberships between all persons and/or entities displayed on the website www.emilysgroup.com ("site") as operated by Emily G Media Limited of Acre House, 11-15 William Road, London NW1 3ER ("we" or "us"). By registering to be a member of our site, you agree to the following terms and conditions and that these prevail over any inconsistent terms or conditions or other document supplied by you or implied by law, trade custom, practice or course of dealing. The agreement between us and you (the person or entity applying for membership) ("you") and which is subject to these terms and conditions ("Contract"), shall come into effect on the date that you apply for membership and shall continue until terminated in accordance with these terms and conditions.
- 1.2 Any content posted or submitted by you to our site in the course of a membership is subject at all times to the Acceptable Use Policy (which is set out below).

2. Membership

- 2.1 Membership of our site is free and commences once we have approved your application to be a member. However fees shall be charged for additional services such as advertising items for sale and holiday homes for rental and listing businesses on the site. Such fees shall be as displayed on our site from time to time or as agreed between us in writing and as set out on the applicable invoice.
- 2.2 We may at our absolute discretion refuse membership to any person or entity and we shall not be obliged to state our reasons for such refusal.
- 2.3 You agree to keep user details and your password for the site confidential at all times and to not disclose them to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
- 2.4 Membership is personal to you and you may not allow any other person to take your place as a member.
- 2.5 Memberships and the agreement between us shall continue until terminated in accordance with clause 5 below.

- 2.6 Any transaction that you enter into as a result of purchasing through our site or acting on a recommendation or advertisement on our site will be subject to a contract between you and the relevant seller. We shall not be a party to that contract or responsible in any way for the performance of such contract or associated matters and we expressly disclaim all liability in such regard. You enter into such transactions at entirely your own risk.
- 2.7 We do not review members' postings and do not guarantee the accuracy of postings or member communications or the quality, safety, or legality of what's offered by such members and we exclude all liability in this regard. You purchase from other members' at entirely your own risk.

3 Warranties

- 3.1 You warrant that you are at least 18 years of age and have full capacity and authority to enter into the Contract.
- 3.2 You warrant that all information that you have provided us with or have submitted (or will submit) to our site is true and accurate and not misleading in any way (particularly in relation to your recommendations of businesses and details of any items you are selling through the site).
- 3.3 You warrant that you have not been convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed).
- 3.4 You warrant and undertake that you will not use our site:
- 3.4.1 In any way that breaches any applicable local, national or international law or regulation.
 - 3.4.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
 - 3.4.3 For the purpose of harming or attempting to harm minors in any way.
 - 3.4.4 To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards which are set out below in our Acceptable Use Policy.
 - 3.4.5 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 - 3.4.6 To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

3.5 You warrant that in using our site and being a member of our site, you will comply at all times with all applicable law and regulations.

4 Additional services

4.1 In consideration of us providing additional services to you (such as advertising items for sale and holiday homes for rental and listing businesses on the site) ("**Additional Services**"), you shall pay us the charges agreed between us (either as set out on our invoice relating to such services ("**Invoice**") or as set out on the PayPal page).

4.2 All charges exclude VAT unless expressly stated otherwise and VAT shall be charged where applicable.

4.3 Payment shall be by such method as specified on our site or on the Invoice.

4.4 You shall pay each Invoice in full, and in cleared funds, within 7 days of receipt.

4.5 Your item for sale, advertisement or listing (together "Listing") shall go live on our site within 48 hours of us having received full payment of the relevant amount in cleared funds [and us having received all requested materials – **Members must upload photos and relevant information.**

4.6 Your Listing shall be displayed on our site for the period of time as agreed between us and for which payment has been received.

4.7 We reserve the right to change the format, functionality, style and layout of our site and your Listing as we see fit.

4.8 When submitting a Listing to us, you should do so in accordance with the following rules:

4.8.1 you must not use obscene or vulgar language;

4.8.2 your Listing may not contain content that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation specific to the item or service you are advertising). This includes, but is not limited to, content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

4.8.3 your Listing may not contain content that is intended to promote or incite violence;

4.8.4 your Listing should be honest and fair, should not make any unsubstantiated or unsupported claims, and should not make dishonest or unreasonable comparisons with other advertisers;

4.8.5 your Listing must be written in the English language. Content in any other language may be removed at our sole discretion;

4.8.6 your Listing may not infringe the intellectual property rights of any third party including, but not limited to, copyright and trade marks;

- 4.8.7 you must not post links to other websites containing any of the above types of content;
 - 4.8.8 the means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
 - 4.8.9 you must not impersonate other people or businesses;
 - 4.8.10 you must not submit material that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and
 - 4.8.11 you must not use our system for unauthorised mass-communication such as “spam” or “junk mail.
- 4.9 We may provide specifications as to the materials to be provided by you. If you do not provide the specified materials in the manner and form specified within the time period stated, we shall not be obliged to display the Listing on our site and no refund shall be made in relation to your payment for such Listing.
- 4.10 We may reject in our absolute discretion any materials submitted by you and may require you to provide amended or additional materials.
- 4.11 We do not guarantee or make any representation or warranty as to the outcome (such as response levels to Listings) of your advertising on our site.
- 4.12 All content of a Listing is subject to our approval and we reserve the right to reject or cancel any Listing that we deem to be unsuitable for any reason.
- 4.13 We do not guarantee any particular positioning of a Listing on our site.
- 4.14 We accept no liability for any errors in any Listing.
- 4.15 If you decide to withdraw your Listing for any reason at any time following your payment of the relevant Invoice, we shall not be obliged to provide you with a refund but may do so at our complete discretion taking all the circumstances into account.
- 4.16 Any sale that you make to any of our members as a result of your Listing will be subject to a contract between you and the relevant member. We shall not be a party to that contract or responsible in any way for the performance of such contract or any associated matters.
- 4.17 Where you provide products or services or rentals to our members, you warrant that you will (where you are providing services) perform the service with all due skill and care and not treat our members any less favourably than any of your other customers or that you will (where you are supplying products) provide products of satisfactory quality, that are fit for purpose and otherwise comply with the Sale of Goods Act 1979. You warrant that in providing such services or rentals or supplying such products, you shall comply with all

applicable law and regulations and that you have obtained and maintain all necessary licenses and consents to do so.

- 4.18 You shall, at all times during and after the term of this agreement, indemnify us and keep us indemnified against all losses, damages, costs, penalties or expenses and other liabilities (including professional fees) incurred by, awarded against or agreed to be paid by us arising from you providing (or failing to provide) products or services to our members.
- 4.19 You warrant that any website owned or controlled by you that is listed on our site is free from illegal, defamatory or tortious content.

5 Termination

- 5.1 You may cancel your membership at any time by clicking on the unsubscribe button on our site. If you are unable to find the unsubscribe button, please email us at info@emilysgroup.com and confirm that you wish to cancel your membership.
- 5.2 We may terminate your membership and the Contract without notice and without any liability in the following circumstances:
- 5.2.1 you have breached these terms and conditions in any way;
 - 5.2.2 you are in our opinion transmitting or otherwise connected with any 'spam' or any other form of unsolicited bulk email or communication;
 - 5.2.3 your continued membership may in our reasonable opinion adversely affect our goodwill or reputation; or
 - 5.2.4 you have breached any of the warranties set out in this agreement.
- 5.3 We may discontinue the site (and therefore terminate your membership and the Contract) at any time for any reason without notice to you and we shall not be liable in any way for such actions.

6 Consequences of termination

- 6.1 Upon termination of this agreement, your right to use the membership sections of our site shall immediately cease. We have no obligation to maintain any of your posted content or any content within your membership section or otherwise on the site.
- 6.2 Upon termination of this agreement for any reason, you shall not under any circumstances be entitled to any refund of any fees or charges (including fees or charges paid for Additional Services) paid to us at any time.
- 6.3 Any termination of this agreement shall not affect any rights or liabilities that have accrued to us prior to such termination.

7 Intellectual Property

- 7.1 We are the owner or the licensee of all intellectual property rights in our site, and in all of the material published on it. Such works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.2 You must not reproduce in any format (including on another website) any part of our site (including content, designs, look and feel) without our prior written consent.
- 7.3 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors. You may not reproduce in any format (including on another website) any part of our site (including content, images, designs, look and feel) without our prior written consent.
- 7.4 If you print off, reproduce, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 7.5 You grant us a perpetual, worldwide, royalty free licence to use all or any of your intellectual property rights in any materials or content submitted or shown on our site.
- 7.6 You shall, at all times during and after the term of this agreement, indemnify us and keep us indemnified against all losses, damages, costs or expenses and other liabilities (including professional fees) incurred by, awarded against or agreed to be paid by us arising from any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of a third party's intellectual property rights arising out of your use of our site.
- 7.7 We reserve the right to change the format, functionality, style and layout of our site as we see fit.

8 Limitation of liability

- 8.1 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:
- 8.1.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- 8.1.2 Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for:
- 8.1.2.1 loss of income or revenue;
- 8.1.2.2 loss of business;

- 8.1.2.3 loss of profits or contracts;
- 8.1.2.4 loss of anticipated savings;
- 8.1.2.5 loss of data;
- 8.1.2.6 loss of goodwill;
- 8.1.2.7 wasted management or office time; and
- 8.1.2.8 for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

8.1.3 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

- 8.2 In the event that we are found liable to you for any loss or damage, this liability shall be limited to the sum of [£100] in total for any amount of claims.
- 8.3 You specifically agree and acknowledge that we are not liable to you for any loss or damage, for offence caused or for any threatening, defamatory, obscene, offensive or illegal content uploaded to our site by another member or a third party or for the infringement of any of your rights (including intellectual property rights) arising from the conduct of another member or any third party.
- 8.4 You agree and acknowledge that we have no liability for our site not being available at any time nor any liability for the deletion, corruption or failure to store any materials or content maintained or transmitted on our through our site.
- 8.5 We shall have no liability in any circumstances for any advice, views, recommendations or ratings given on our site that are provided by members or any third party.
- 8.6 Where we provide any content on the site that contains advice, views or recommendations, this is done on a generic basis without considering individual circumstances and hence we shall have no liability for any such content.
- 8.7 Our site contains links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by us of the contents of such third-party sites and we hereby expressly disclaim any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites and to enter into any transaction with such third party, you do so at your own risk.

8.8 We may at our discretion amend or remove a recommendation on our site (for example where we have reason to believe that a recommendation is not genuine) and shall have no liability whatsoever in relation to such actions or the recommendations in general.

9 Indemnity

You hereby agree to, at all times during and after the term of this agreement, indemnify us and keep us indemnified against all losses, damages, costs or expenses and other liabilities (including professional fees) incurred by, awarded against or agreed to be paid by us arising from your breach of any term of this agreement.

10 Terms of Website Use

10.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

10.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

10.3 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

10.4 We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

10.5 Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy as set out below. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

10.6 Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

10.7 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

- 10.8 We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.
- 10.9 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- 10.10 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.
- 10.11 You may link to our home page, provided you have obtained our prior written consent and provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 10.12 You must not establish a link from any website that is not owned by you.
- 10.13 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.
- 10.14 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

11 Acceptable Use Policy

- 11.1 The following content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- 11.2 Contributions must:

- 11.2.1 Be accurate (where they state facts).
- 11.2.2 Be genuinely held (where they state opinions).
- 11.2.3 Comply with applicable law in the UK and in any country from which they are posted.
- 11.3 Contributions must not:
 - 11.3.1 Contain any material which is defamatory of any person.
 - 11.3.2 Contain any material which is obscene, offensive, hateful or inflammatory.
 - 11.3.3 Promote sexually explicit material.
 - 11.3.4 Promote violence.
 - 11.3.5 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - 11.3.6 Infringe any copyright, database right or trade mark of any other person.
 - 11.3.7 Be likely to deceive any person.
 - 11.3.8 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - 11.3.9 Promote any illegal activity.
 - 11.3.10 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
 - 11.3.11 Be likely to harass, upset, embarrass, alarm or annoy any other person.
 - 11.3.12 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
 - 11.3.13 Give the impression that they emanate from us, if this is not the case.
 - 11.3.14 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 11.4 We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 11.5 Failure to comply with this Acceptable Use Policy constitutes a material breach of these terms and conditions and may result in our taking all or any of the following actions:
 - 11.5.1 Immediate, temporary or permanent withdrawal of your right to use our site.

- 11.5.2 Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
 - 11.5.3 Issue of a warning to you.
 - 11.5.4 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - 11.5.5 Further legal action against you.
 - 11.5.6 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 11.6 We exclude all liability for our actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

12 Privacy Policy

- 12.1 For the purpose of the Data Protection Act 1998 (the **Act**), we are the data controller.
- 12.2 We may collect and process the following data about you:
- 12.2.1 Information that you provide by filling in forms on our site. This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you enter a competition or promotion and when you report a problem with our site.
 - 12.2.2 If you contact us, we may keep a record of that correspondence.
 - 12.2.3 We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
 - 12.2.4 Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.
- 12.3 We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.
- 12.4 For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us:

- 12.4.1 To estimate our audience size and usage pattern.
- 12.4.2 To store information about your preferences, and so allow us to customise our site according to your individual interests.
- 12.4.3 To speed up your searches.
- 12.4.4 To recognise you when you return to our site.
- 12.5 The following types of cookie may be used during your visit to our site:-
 - 12.5.1 session cookies that are deleted after each visit.
 - 12.5.2 persistent cookies are valid across visits and, for example, are used to avoid the need to tell us your country of residence at the start of each visit.
 - 12.5.3 email cookies which are set on your computer by an email from us, but are accessed by our site when you use our site.
 - 12.5.4 third party cookies that are used by our partners, for example, to help us measure site visitors.
- 12.6 You may at any stage refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site. **By continuing to use our site without activating your browser to block cookies, you agree to us using cookies on our site.**
- 12.7 You can find more information about the individual cookies we use and the purposes for which we use them in the table below:

Cookie	Name	Purpose	Expires
_utma	Google Analytics	This cookie is typically written to the browser upon the first visit to our site from that web browser. If the cookie has been deleted by the browser operator, and the browser subsequently visits our site, a new __utma cookie is written with a different unique ID. This cookie is used to determine unique visitors to our site and it is updated with each page view. Additionally, this cookie is provided with a unique ID that Google Analytics uses to ensure both the validity and accessibility of the cookie as an extra security measure.	2 years

Cookie	Name	Purpose	Expires
_utmb	Google Analytics	This cookie is used to establish and continue a user session with our site. When a user views a page on our site, the Google Analytics code attempts to update this cookie. If it does not find the cookie, a new one is written and a new session is established. Each time a user visits a different page on our site, this cookie is updated to expire in 30 minutes, thus continuing a single session for as long as user activity continues within 30-minute intervals. This cookie expires when a user pauses on a page on our site for longer than 30 minutes.	30 minutes
_utmc	Google Analytics	This cookie operates in conjunction with the __utmb cookie to determine whether or not to establish a new session for the user. In particular, this cookie is not provided with an expiration date, so it expires when the user exits the browser. Should a user visit our site, exit the browser and then return to your website within 30 minutes, the absence of the __utmc cookie indicates that a new session needs to be established, despite the fact that the __utmb cookie has not yet expired.	On exit
_utmz	Google Analytics	This cookie stores the type of referral used by the visitor to reach our site, whether via a direct method, a referring link, a website search, or a campaign such as an ad or an email link. It is used to calculate search engine traffic, ad campaigns and page navigation within our own site. The cookie is updated with each page view to our site.	6 months
exp_tracker	Expression Engine	Don't let the name fool you - this cookie doesn't track what you do online. It only keeps track of the last 5 pages you visited on site.com. This information allows site.com to redirect you to the page you were on before submitting a comment or sending us an email through the contact form.	On exit
exp_last_activity	Expression Engine	This cookie contains the date of your last activity on. If	6 months

Cookie	Name	Purpose	Expires
		you haven't been active on the site before, your last activity will be set to the current time.	
exp_sessionid	Expression Engine	A uniquely generated ID that corresponds to the session_id column in the exp_session table. Used when cookie and session are set as the session type. Used only for logged in members	6 months
exp_uniqueid	Expression Engine	Matches the unique_id field in the exp_members table. Randomly generated by the functions class at registration. Used only for logged in members.	6 months
exp_userhash	Expression Engine	The encrypted password of the currently logged in user. Used only for logged in members.	6 months
exp_expiration	Expression Engine	Determines the length of the session for a logged in user. There are two options for this cookie: if the user has selected remember me then it is set to 1 year, and if not then it's set to the datetime that the user logged in. Used only for logged in members.	1 year / Today

- 12.8 Please note that our advertisers and people who link to our site may also use cookies, over which we have no control and accept no liability.
- 12.9 The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.
- 12.10 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.
- 12.11 We use information held about you in the following ways:
- 12.11.1 To send you our newsletters from time to time.

- 12.11.2 To ensure that content from our site is presented in the most effective manner for you and for your computer.
- 12.11.3 To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- 12.11.4 To carry out our obligations arising from any contracts entered into between you and us.
- 12.11.5 To allow you to participate in interactive features of our service, when you choose to do so.
- 12.11.6 To notify you about changes to our service.
- 12.12 We will only contact you by e-mail with information about services similar to those which were the subject of a previous sale to you.
- 12.13 We do not currently intend to share your information with third parties but if we do so in the future, we will first notify you and give you the option to opt out of receiving any communications from such third parties.
- 12.14 We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.
- 12.15 We may disclose your personal information to third parties:
 - 12.15.1 In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
 - 12.15.2 If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions of membership and other agreements; or to protect the rights, property, or safety of us or any of our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- 12.16 You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such

purposes or if we intend to disclose your information to any third party for such purposes.

You can exercise your right to prevent such processing by contacting us at

info@emilysgroup.com

12.17 Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

13 Force majeure

We shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement, arising from or attributable to acts, events, omissions or accidents beyond our reasonable control.

14 Severance

If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force unless, in our reasonable opinion, the purpose of this agreement is frustrated as a result.

15 Variation

We may vary these terms and conditions at any time. The latest version of these terms and conditions shall be as posted on our site or as emailed to you. Your continued use of our site constitutes your acceptance of any new or updated or amended terms and conditions.

16 Waiver

No failure or delay by us to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

17 Assignment

This agreement is personal to you and you may not, without our prior written consent, assign, transfer, sub-contract, delegate or deal in any other manner with this agreement. We may assign this agreement at our discretion and without providing you with notice.

18 Entire Agreement

This agreement constitutes the entire agreement between us and supersedes all prior agreements, communications and proposals.

19 Third party rights

A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

20 Governing law and jurisdiction

20.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).