

## INLINKUK USER GENERATED CONTENT TERMS OF USE

### 1. Introduction

- 1.1 InLink Limited (**we, us, our**) is a company registered in England and Wales under company number 09977808, and have our registered office at Met Building, 22 Percy Street, London, England, W1T 2BU. Our VAT number is 09977808.
- 1.2 We may from time to time contact social media and website users to ask their permission to use, on InLinkUK units, websites, social media channels and other advertising, marketing and promotional materials, content generated or posted by those users.
- 1.3 You have been sent a copy of, or link to, these terms and conditions (**UGC Terms of Use**) because we have requested your permission to use content that you have generated, created and/or posted. You should read all of the terms contained in these UGC Terms of Use, however your attention is particularly drawn to paragraphs 3, 5 and 6 below.
- 1.4 If you wish to allow us to use content generated, created or posted by you in this way, please reply to us using the hashtag identified by InLinkUK. By replying to that hashtag, you confirm that you: (a) allow us to use that content in accordance with these UGC Terms of Use, and (b) accept these UGC Terms of Use and agree to comply with them.
- 1.5 We recommend that you print, download or save a copy of these UGC Terms of Use for future reference.
- 1.1 By replying to the hashtag identified by InLinkUK, you confirm that you are over the age of 18, or if you are under the age of 18, you have obtained consent from your parent or guardian before replying to the hashtag and allowing us to use the content generated, created or posted by you as outlined in these UGC Terms of Use.

### 2. What certain terms mean

- 2.1 The following capitalised terms have the following meanings when used in these UGC Terms of Use:

**Permitted Party:** our agents, contractors and suppliers, and other third parties selected by us from time to time.

**Permitted Purposes:** any purpose or purposes determined by us or any other Permitted Party (at our/its sole discretion) including, but not limited to, Use (a) on the InLinkUK Units, (ii) on websites and social media pages owned or operated by or on our and/or the Permitted Parties' behalf, (iii) in promotional emails and advertisements, and (iv) in or on any and all other marketing, promotional and advertising initiatives.

**Relevant UGC:** any UGC that you allow us to Use.

**UGC:** photos, text, graphics, audio, video, location information, comments and other materials posted or uploaded by you to a website, social media site or any other part of the internet, or otherwise made available by you.

**Use:** use, edit, alter, reproduce, publish and distribute anywhere in the world.

### 3. Licence to Use Relevant UGC

- 3.1 All Relevant UGC will be considered non-confidential. You will retain all of your ownership rights in the Relevant UGC. You grant to us a non-exclusive licence to Use (a) the Relevant UGC, and (b) your user name, real name, image, likeness, descriptions of you, location or other identifying information, (together, **Identifying Information**) for the Permitted Purposes (together, the **Licence**). In addition, as between you and us, you waive any and all moral rights in the Relevant UGC.
- 3.2 The Licence is free of charge, perpetual and irrevocable. We will have the right to grant sublicences to Permitted Parties to Use the Relevant UGC and the Identifying Information for the Permitted Purposes.
- 3.3 You acknowledge that we do not guarantee that we will Use the Relevant UGC, and that you cannot edit or remove the Relevant UGC once you have replied to us in accordance with paragraph 1.4. However, if you become aware of any inaccuracy in the Relevant UGC, you agree to contact us via email to [help@inlinkuk.com](mailto:help@inlinkuk.com)
- 3.4 We reserve the right to cease or to modify the Use of any Relevant UGC Content at any time.

### 4. Data protection and Privacy

- 4.1 You acknowledge that, where the Relevant UGC contains personal data and once you have replied to us in accordance with paragraph 1.4:
- 4.1.1 we are a controller for the personal data and will only use the personal data for the purposes of marketing, promotional and advertising initiatives or as otherwise permitted by applicable data protection laws as further described in our privacy policy <http://www.inlinkuk.com/privacy-policy.html>
- 4.1.2 you must ensure that you have made the people whose personal data is contained in the Relevant UGC aware of the UGC Terms of Use and obtained their explicit consent to our processing of their personal data as envisaged in these UGC Terms of Use; and
- 4.1.3 we are an international business and may transfer the personal data outside of Europe where we have put safeguards in place to protect the personal data in accordance with applicable data protection laws.

### 5. Content Standards

- 5.1 You will ensure that all Relevant UGC complies with the terms of paragraphs 4.2 and 4.3 of these UGC Terms of Use (**Content Standards**), and you will reimburse us in full for any loss or damage we suffer as a result of your failure to comply with this paragraph 4.1.
- 5.2 Relevant UGC must: (a) be accurate (where it states facts), (b) be genuinely held (where it states opinions), (c) comply with the law applicable in England and Wales and in any country from which it is posted, and (d) be relevant.
- 5.3 Relevant UGC Content must not:
- 5.3.1 be defamatory of any person, obscene, offensive, hateful or inflammatory;

5.3.2 promote sexually explicit, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

5.3.3 disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual;

5.3.4 infringe any copyright, database right or trade mark of any other person;

5.3.5 breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence or privacy;

5.3.6 be in contempt of court;

5.3.7 be likely to harass, upset, embarrass, alarm or annoy any other person;

5.3.8 impersonate any person, or misrepresent your identity or affiliation with any person;

5.3.9 give the impression that the Relevant UGC emanates from you if this is not the case;

5.3.10 advocate, promote, incite any third party to commit, or assist any unlawful or criminal act;

5.3.11 contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or

5.3.12 contain any advertising or promote any services or web links to other sites.

5.4 We will treat any non-compliance as a serious issue, and if we think you have breached any of these UGC Terms of Use, we may take any action that we consider appropriate. This may include:

5.4.1 the temporary or permanent suspension of your access to websites and/or social media channels/pages owned or operated by or on our behalf;

5.4.2 taking legal action against you, possibly to recover any financial loss that we have suffered as a result of your actions; or

5.4.3 publishing a statement on any of our websites and/or social media channels/pages detailing your actions.

5.5 We reserve the right to co-operate with law enforcement or regulatory authorities or any court order requesting or requiring us to disclose the identity or location of or any other information you and/or the Relevant UGC in breach or allegedly in breach of these UGC Terms of Use. We may also disclose such information where we are advised by our lawyers that a court order would be granted requiring us to disclose it, even if no legal proceedings have been commenced.

## **6. Our responsibility for loss or damage suffered by you**

**Whether you are a consumer or a business user:**

6.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

6.2 We will use reasonable endeavours to ensure that the Relevant UGC, when in our possession or under our control, is not accessed in a manner that has not been authorised by us. However, we do not accept any liability for or in respect of those who intentionally attempt to and/or gain unauthorised access to the Relevant UGC by means such as, but not limited to, hacking (except to the extent that we cannot exclude such liability by law).

**If you are a business user:**

6.3 To the maximum extent permitted by applicable law, we exclude all implied conditions, warranties, representations or other terms that may apply to us or the Permitted Parties' Use of the Relevant UGC.

6.4 Subject to paragraph 5.1, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with our or the Permitted Parties' Use of the Relevant UGC. In particular, we will not be liable for:

6.4.1 loss of profits, sales, business, or revenue;

6.4.2 business interruption;

6.4.3 loss of anticipated savings;

6.4.4 loss of business opportunity, goodwill or reputation; or

6.4.5 any indirect or consequential loss or damage.

**7. Disputes, complaints and queries**

7.1 These UGC Terms of Use, and any non-contractual disputes or claims which arise out of or in connection with them, will be governed by English law, and you and we each submit to the non-exclusive jurisdiction of the English courts.

7.2 If you have a complaint or query about these UGC Terms of Use, our Use of any UGC Content, or wish to obtain further information about our use of Relevant UGC containing your personal data you may contact our customer services team via an email to [help@inlinkuk.com](mailto:help@inlinkuk.com).

**8. Other important terms**

8.1 Subject to paragraph 6.1, if any court considers any clause of these UGC Terms of Use is illegal, invalid, or unenforceable, such clause will not apply to you or us (as applicable), and will not affect the validity or enforceability of the remainder of these UGC Terms of Use.

8.2 If you or we fail to enforce any term of these UGC Terms of Use, it shall not prevent you or us from enforcing the rights granted to you or us in these UGC Terms of Use.