# **Website Terms & Conditions of Use**

## 1. Introduction

Living Will DVD Limited makes this Site available to you to provide information about its business and about certain products and services available to you.

Please read these Terms of Use (as defined below) carefully. Your access to, and use of, the website of Living Will DVD Limited of 26 Soho Square London W1D 4NU ("LWD") with all URLs being http://www.living-will-dvd.com or derivations thereof (the "Site") is provided by and is subject to the terms, conditions and notices set out herein and in our Privacy Policy and all applicable laws and regulations. By accessing and using the Site, you accept and agree to be bound by, without limitation or qualification, these Terms of Use and acknowledge that any other agreements between you and LWD are superseded with respect to this subject matter. If you do not agree and accept, without limitation or qualification, these Terms of Use then please exit the Site. By continuing to use the Site you are deemed to accept and to be bound by the Terms of Use (as amended from time to time). We may change the Terms of Use at any time at our sole discretion and your continued use of the Site after any such changes are made, will indicate your agreement to those varied terms. For the purposes of the Terms of Use "we", "our" and "us" refers to LWD and any reference to "you" or "your" means you, the user.

# **Ownership of Content**

LWD is the copyright owner of all graphical and text content that may be found on this web site (all rights reserved). Unless being used personal or non-commercial use, no part of this web site may be copied, modified, or published without the prior written permission of LWD.

By accessing this site you guarantee to LWD that you will not use this web site for any purpose that is unlawful or prohibited by these terms, conditions and notices.

LWD also reserves the right to suspend, or permanently block your access to this site at their discretion.

# Links to third party websites

The Site and all of its contents including, but not limited to, the text, Site (as well as the organisation and layout of the Site), design, logos, graphics, icons and images (the "Content") are owned and copyrighted by LWD or others (including our licensors) with all rights reserved unless otherwise noted. All trade marks, copyright, database rights, design rights, patents and other intellectual property rights (together "the Rights") in the Content and the Rights in any software or underlying software code that is made available for download from the Site ("Software") are owned by us or our licensors. Any Content that is a trademark, logo or service mark is also a registered or unregistered trademark of LWD and/or third parties. Nothing contained in these Terms of Use shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any Rights of LWD or any other third party. Where the Content is owned or copyrighted by a third party, certain restrictions may apply that you have to comply with. Where these apply, they will be indicated on the relevant part of this Site. Your use of any content, except as provided in these Terms of Use, without the written permission of LWD, is strictly prohibited. You are also advised that LWD will enforce their intellectual property rights to the fullest extent permitted by the law, including the seeking of criminal prosecution.

#### **Cookies**

Cookies allow us to automatically identify you so that we can deliver news and content best suited to you. When you enter our site your computer will automatically be issued with a Cookie, which is a text file, which identifies your computer to our server. Cookies in themselves do not identify the individual user, just the computer used. Many sites do this whenever a user visits them; in order to trace traffic flows. Cookies themselves only record which areas of the site have been visited by the computer in question, and for how long. Users have the opportunity to set their computers to accept all cookies, to notify you when a cookie is set, or not to receive cookies at any time, although this of course means that personalised services cannot then be provided to that user. Allowing us to create a cookie does not give us access to the rest of your computer and we will not use cookies to track your online activity once you leave our site.

### **Contributions to the Site**

Where you are invited to submit any contribution to the Site (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant LWD a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the Site's Privacy Policy. If you do not want to grant to LWD the rights set out above, please do not submit your contribution to the Site. Furthermore, by submitting your contribution to the Site, you warrant that your contribution:

- is your own original work and that you have the right to make it available to LWD for all the purposes specified above; is not defamatory; and
- · does not infringe any law; and
- indemnify LWD against all legal fees, damages and other expenses that may be incurred by LWD as a result of your breach of the above warranty; and
- you waive any moral rights in your contribution for the purposes of its submission to and publication on the Site and for the purposes specified above.

#### **Your Use of the Site**

- you may download the Content, but only for informational, non-commercial, non-profitable and personal use and provided that you do not remove, adapt, alter or obscure any of the information, Content or notices (such as copyright and other proprietary notices) contained on the Content. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use the Content (including, but not limited to, "caching" any material on the Site for access by third parties or "mirroring" any material on the Site) in any way except for your own personal, non-commercial use. Any other use of the Content or the Site requires the prior written permission of LWD;
- content within the "News" section of the Site may be reproduced solely for editorial purposes
  in daily newspapers, general circulation news magazines, trade publications and broadcast
  media;
- you may not distribute, modify, copy (except as set forth above), transmit, display, reuse, reproduce, publish, license, create derivative works from, transfer, sell or otherwise use Content without LWD's prior written permission;
- you may not create a database in electronic or structured manual form by systematically downloading and storing any Content on the Site;
- as a condition of your access to and use of this Site, you warrant to LWD that you will not use this Site for any purpose that is prohibited by these Terms of Use or could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law and that you will not use the Site to post or transmit any infringing, threatening, false, misleading, abusive, harassing, discriminatory, liable to incite racial hatred,

libellous, defamatory, vulgar, obscene, indecent, scandalous, offensive, inflammatory, blasphemous, pornographic, or profane material or material in breach of confidence or privacy. LWD will fully cooperate with any law enforcement authorities or any court order requesting or directing it to disclose the identity of anyone posting or transmitting any such information or materials. You also warrant to tell LWD as soon as you become aware of any unlawful or prohibited use of this Site by any third parties;

- you are responsible for complying with local laws and regulations of the jurisdiction from which you access this Site. This Site should not be accessed in any jurisdiction where for any reason the publication or availability of this Site is prohibited. LWD does not represent that this Site complies with laws in all jurisdictions. If you are in doubt, you should seek legal advice and if necessary, terminate your use of this Site immediately;
- you are prohibited from using the Site to advertise or perform any commercial solicitation;
- you are prohibited from posting or transmitting to or from this Site, any material for which you have not obtained all necessary licences or approvals or 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); and
- you may not misuse the Site (including, without limitation, by (i) hacking; (ii) defacing, altering or interfering with the front end 'look and feel' of this Site; (iii) obtaining or attempting to obtain unauthorised access (via whatever means) to any of our networks; (iv) by taking any action that imposes an unreasonable or disproportionately large load on this Site or related infrastructure; or by (v) using any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of this Site (including but not limited to uploading or making available files containing corrupt data or viruses via whatever means)).

# **Privacy**

Any personal data (for example, your name, address, telephone number or e-mail address) that you transmit to the Site by electronic mail or otherwise will be used by LWD in accordance with the Site's Privacy Policy. Any other communication or material you transmit to the Site, such as questions, comments, suggestions or the like, will be treated as non-confidential and non-proprietary and LWD can use them as it wishes.

If on registration to any of our services on the Site (or on amendment of your registration details) you provide LWD with an email address that will result in any emails LWD may send you being sent to you via a computer network operated by or on behalf of your employer or educational establishment (or similar) then you are warranting that you are entitled to receive emails at that address. You also agree that LWD may stop sending any emails to such address without notifying you, even if you have subscribed to receive them or any other service, if we receive a request from your employer or educational establishment (or otherwise) to stop sending emails to that address.

## **Access restriction**

LWD reserves the right in its sole discretion to suspend or permanently block your access to this Site or any portion of it without prior notice.

#### **Disclaimers**

The Content on this Site may include inaccuracies or typographical errors. LWD reserves the right to make changes periodically to this Site at any time and without notice. However, LWD makes no commitment to regularly update the information contained in this Site. LWD has taken all reasonable effort to ensure that the information contained within the web site is correct, you should be aware that the information it contains may be incomplete, incorrect, or may have become out of date. Furthermore, LWD does not guarantee that this Site will operate uninterrupted or error-free, that defects will be periodically corrected or that it is compatible with your computer, hardware or software.

Information, advice and opinions expressed in this Site should not be relied upon for personal, legal, financial or other decisions. You should consult an appropriate professional for specific advice tailored to your situation.

LWD SHALL USE REASONABLE CARE AND SKILL IN CARRYING OUT THE SERVICES CONTAINED IN THIS SITE. HOWEVER ALL CONTENT (INCLUDING THE INFORMATION, NAMES, IMAGES, PICTURES, LOGOS AND ICONS REGARDING OR RELATING TO LIVING WILL DVD LIMITED ITS PRODUCTS AND SERVICES (OR TO THIRD PARTY PRODUCTS AND SERVICES)) AND ALL PRODUCTS AND SERVICES ARE SUBJECT TO CHANGE AND ARE PROVIDED TO YOU "AS IS" AND ON AN "IS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR ANY KIND OF WARRANTY MADE OF ANY KIND (WHETHER EXPRESSED OR IMPLIED BY LAW) TO THE EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF SUITABILITY, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY AND ACCURACY.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Without limiting the foregoing, LWD neither warrants nor represents that your use of any Content will not infringe the rights of any third parties nor that the Content will be accurate, complete or up to date. LWD assumes no responsibility for any information not provided on this Site or for the failure of any of our services offered on this Site.

#### **EXCLUSION OF LIABILITY**

YOUR USE OF THE SITE (INCLUDING WITHOUT LIMITATION YOUR DOWNLOADING OF ANY SOFTWARE OR DATA) IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, LWD EXCLUDES ITS LIABILITY AND THAT OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, SUB-CONTRACTORS AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE FOR ANY OF THE FOLLOWING LOSSES OR DAMAGE (WHETHER SUCH 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 DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH ITS PRODUCTS OR SERVICES, THE USE OF OR ACCESS TO THIS SITE OR CONTENT, OR THE INABILITY TO USE THIS SITE, ANY WEBSITES LINKED TO THIS SITE OR THE CONTENT OF SUCH WEBSITES (INCLUDING WITHOUT LIMITATION: THE INADVERTENT DOWNLOADING OF COMPUTER VIRUSES FROM THE SITE OR FROM E-MAILS SENT FROM THE SITE THAT MAY INFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING THIS SITE OR YOUR DOWNLOADING OF ANY MATERIAL FROM THIS SITE OR ANY WEBSITES LINKED TO THIS SITE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOTHING IN THESE TERMS OF USE IS INTENDED TO LIMIT OR EXCLUDE THE USER'S STATUTORY RIGHTS AS A CONSUMER (IF ANY). NOTHING IN THESE TERMS OF USE EXCLUDE OR LIVING WILL DVD LIMITED'S LIABILITY FOR: DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE (AS SUCH TERM IS DEFINED BY THE UNFAIR CONTRACT TERMS ACT 1977); OR FRAUD; OR MISREPRESENTATION AS TO A FUNDAMENTAL MATTER: OR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IF YOUR USE OF MATERIAL ON THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT, SOFTWARE OR DATA, YOU ASSUME ALL COSTS THEREOF.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING IT.

#### **Our losses**

You agree to indemnify Living Will DVD Limited against any claims, demands or proceedings brought against Living Will DVD Limited by any third parties if they are a result of your use of this Site or your other actions or omissions or where Living Will DVD Limited suffers any loss or damage as a result of your breach of these Terms of Use. Your "use" of this Site includes any use by third parties where those parties access this Site using your computer. In such circumstances, you agree to pay Living Will DVD Limited all costs, damages and expenses (including reasonable legal fees) awarded against Living Will DVD Limited or otherwise incurred by Living Will DVD Limited, arising from any claims, or legal proceedings.

#### Links to third party websites

The Site may contain links to websites owned or operated by parties other than Living Will DVD Limited. Such links are provided for your convenience only. If you use these links, you may leave the Site or, alternatively, the link and third party website content may be framed within this Site. LWD has not reviewed all of these third party websites or such framed content, and does not control, and is not responsible for their operation nor for the content on or privacy policies on, or the security of, such websites. Without limiting the foregoing, LWD specifically disclaims any responsibility if such websites:

- infringe any third party's intellectual property rights;
- are inaccurate, incomplete or misleading;
- are not merchantable or fit for a particular purpose;
- do not provide adequate security;
- contain viruses or other items of a destructive nature; or
- are libellous or defamatory.

Neither does LWD endorse or make any representations about the content or any products or services available on such websites or any results that may be obtained by using them. Neither is it associated with the operators or administrators of such websites. If you access such websites or establish a link to such websites or the Site, you do so at your own risk and without the permission of Living Will DVD Limited

Linking to this Site ATTENTION: LINKING TO THIS SITE INDICATES THAT YOU ACCEPT THESE TERMS OF USE AND LEGAL RESTRICTIONS AND THAT YOU WILL ABIDE BY THE GUIDELINES SET OUT BELOW. IF YOU DO NOT ACCEPT THESE TERMS OF USE OR YOU DO NOT AGREE TO ABIDE BY THESE GUIDELINES, DO NOT LINK TO THIS SITE. ATTENTION: LINKING TO THIS SITE INDICATES THAT YOU ACCEPT THESE TERMS OF USE AND LEGAL RESTRICTIONS AND THAT YOU WILL ABIDE BY THE GUIDELINES SET OUT BELOW. IF YOU DO NOT ACCEPT THESE TERMS OF USE OR YOU DO NOT AGREE TO ABIDE BY THESE GUIDELINES, DO NOT LINK TO THIS SITE.

If you provide hyperlinks to this Site, you agree that you:

- may link to, but may not replicate, any Content;
- shall not frame or otherwise create a browser or border environment around any Content;
- shall not imply that LWD is endorsing you or your products or services;
- shall not misrepresent you or your website's relationship with LWD;
- shall not present false, misleading or inaccurate information about LWD or LWD's products or services on your website or otherwise disparage LWD's products or services;
- shall not use LWD's logos, trade marks, service marks or the suchlike without express prior written permission from Living Will DVD Limited;
- shall not include content on your website that is or could be construed as illegal, distasteful, offensive or controversial, which infringes any intellectual property rights or other rights of

- any person or otherwise does not comply with all applicable laws and regulations and you shall include on your website only content that is appropriate for all age groups;
- shall not remove or obscure any of the information, Content or notices contained on the Site;
- shall not link to an internal page of this Site that is located one or several levels down from the home page or bring up or present Content of this Site on another website without Living Will DVD's prior written permission;
- shall not link to a website that is not owned by you;
- shall inform LWD in writing of the link; and
- shall immediately discontinue the link if instructed to do so by LWD.

LWD expressly reserves the right to revoke the right granted in this section for any breach of these Terms of Use and to take any further action it deems appropriate in respect of such breach.

#### Software available on this Site

The Rights in any software that is made available for download from the Site ("Software") belong to LWD or its suppliers/licensors. In order to access some of the information on this Site, you may have to enter into licences with third party software providers (such as Adobe Acrobat). Your ability to access that information may depend on whether you have entered into such licences. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software. LWD takes no responsibility for arranging any such licences. Do not install or use any Software unless you agree to such licence agreement. Where you download software from this Site you do so at your own risk.

# Products and services available on this Site and third party websites linked to this Site

LWD may give you the option to subscribe to different services through this Site. Your use of the content received through any such service will be subject to these Terms of Use. We will let you know if you will also be subject to any additional terms and conditions. The additional terms and conditions applicable to sales of those products and services will be brought to your attention before any order for products and services is completed. These Terms of Use only apply to your access to and use of this Site. If you use one of the links on this Site to visit a third party website (such as our sister company or business partner websites), then condition 10 (Links to third party websites) of these Terms of Use will apply and your viewing of such websites and any purchases or orders made through them will be subject to separate terms and conditions to be entered into between you and the relevant third party.

## **Modification of the Terms of Use**

LWD may at any time, and without notice, revise these Terms of Use by updating this posting online. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms of Use. You cannot alter these Terms of Use unless LWD agrees it in writing.

# **Miscellaneous**

These Terms of Use refer only to your viewing of this Site. As mentioned above, separate terms and conditions apply to prize draws, competitions and promotions that we may run from time to time as well as to products and services sold through this Site. If there is a conflict between the Terms of Use and any specific rules and/or terms and conditions which: (i) appear elsewhere on the Site and are stated to take precedence; or (ii) form part of a separate agreement between LWD and you, those other terms will take priority.

Nothing in the Content within the Site or materials accessed via the Site, other than the Terms of Use, is intended to form any binding contract. In particular, notes on products, services and the like are stated on an 'invitation to treat' basis (i.e. they are not offers which will become binding upon purported acceptance by you) and are 'subject to availability'.

If LWD decides to waive any breach of obligation arising under these Terms of Use, then that does not mean that LWD have waived any other breach or any future breaches.

All rights and remedies under these Terms of Use are cumulative and are not exclusive of any rights or remedies provided by law or by any other agreement.

If at any time any part of the Terms of Use are determined to be invalid, illegal or unenforceable in any respect pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations above, then that invalid, illegal or unenforceable part shall be severed from the remainder of the of the Terms of Use and the validity, legality and enforceability of the remainder of the Terms of Use shall not be affected or impaired in any way. Further, the invalid, illegal or unenforceable part will be deemed superseded by a valid, legal or enforceable part that most closely satisfies the intention of the original part. The validity, legality and enforceability of the remainder of the Terms of Use shall not be affected or impaired in any way.

A printed version of this Site and these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms of Use or your use of this Site.

These Terms of Use are not enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a party to them.

These Terms of Use and your use of the Site are governed by the laws of England, without regard to its choice of law provisions. The courts of general jurisdiction located within England, will have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms of Use and/or the Site or in which these Terms of Use and/or the Site are a material fact.