

## **Sequencemaster Terms & Conditions**

These are the Terms and Conditions of Service and Privacy Policy ("Terms") which govern the use of the Sequencemaster site at [www.sequencemaster.com](http://www.sequencemaster.com) ("the Site"). These terms contain important information about your position under applicable law and regulations when using the Site. Please read these Terms carefully. By accessing the Site, you agree to be bound by these Terms, as amended from time-to-time, regardless of whether you register as a user. It is your responsibility to bring these Terms to the attention of anyone who may, through you, view material on the Site.

If you have any questions, please contact Sequencemaster at [info@Sequencemaster](mailto:info@Sequencemaster).

### **1. Introduction**

1.1 This Site is owned and operated by Sequencemaster.com Limited ("Sequencemaster") and provides Assett management software and free resources to Digital content providers. The Site may be supported by sponsoring organisations and advertisers ("the Sponsors") whose names appear on the Site and whose own sites may be accessible by Internet links from the Site.

### **2. Conditions of Use and Intellectual Property**

1. Use of free resources is limited to individual and non commercial use. You undertake not to publish or re use any of the materials in any form without the prior written consent of Sequencemaster . Materials are supplied as is and within Sequencemaster's limitation of warranty and disclaimer of liabilities.

The materials contained on Sequencemaster's websites are protected by applicable copyright laws and trademark laws. Any unauthorized use of the materials appearing on Sequencemaster's websites may violate copyright, trademark, and other applicable laws and could result in criminal or civil penalties. Sequencemaster vigilantly enforces its intellectual property rights and will actively seek the recovery of any costs and damages it may inc

### **3. Data Protection**

Sequencemaster and you agree to comply with applicable data protection laws. Subject to the Privacy Policy, which forms part of these Terms.

### **5. Interactive Services**

5.1 The Site may contain bulletin boards, discussion groups and other public areas that allow interactivity between users and feedback to be provided to Sequencemaster (together "Interactive Areas"). Sequencemaster does not control and is not responsible for the information and/or materials posted to Interactive Areas ("Posted Material") but reserves the right without reference to any third party to delete, move or edit any Posted Material or part thereof. It is a condition of your access to the Site and to the Interactive Areas in particular that you waive all rights (legal, moral or otherwise) in any Posted Material.

5.2 You are responsible for the content of your Posted Material and must comply with any additional rules which may, from time to time, be issued at particular locations within the Interactive Areas. In particular, you may not within the Interactive Areas:

- (a) post, publish or link to any specific matter which is or could be taken to be the provision of legal or other professional advice;
- (b) post, publish or link to any information obtained in breach of confidence or which is otherwise contrary to applicable law or regulation;
- (c) post, publish or link to any information or messages which are obscene, defamatory, threatening, degrading or which infringe copyright or any other rights of any third party or which are otherwise unlawful;
- (d) post, publish or link to any advertising or promotional material or any chain e-mails, "spam" or mail bombs;
- (e) impersonate any person, company, group or entity or misrepresent a relationship to or with any of the same;
- (f) post or publish any information or messages containing a virus or other harmful component;
- (g) disguise the origin of any message;
- (h) collect or store other users' personal data; or
- (i) prevent or restrict the use of the Site and the Interactive Areas by other users.

5.3 By accessing the Interactive Areas, you agree to indemnify and hold harmless on demand Sequencemaster from all claims, costs and expenses (including legal and other professional fees) which Sequencemaster might suffer arising out of any of your Posted Material.

5.4 You acknowledge that Sequencemaster does not have control over the users posting messages to the Interactive Areas. As a result, Sequencemaster cannot guarantee the veracity or accuracy of Posted Material. All use of the Interactive Areas is at your risk. You should not rely on Posted Material in any way.

5.5 Representatives of Sequencemaster may also submit Posted Material to the Interactive Areas. In doing so, such representatives shall act in a personal capacity and any views they might express shall not be considered as the views of Sequencemaster nor as the views of a legal or other professional advisor.

5.6 You hereby agree to grant Sequencemaster a non-exclusive, perpetual, royalty-free licence to use, reproduce, modify, licence all or part of your Posted Material, including to licence third parties to use the same.

## **6. Linking**

6.1 You may create a link from your web site to the home page of the Site provided that you complete the Registration Form at the Site and provided that you do not link to the Site from any site containing obscene, defamatory, threatening or degrading material or material which infringes the intellectual property or other rights of any third party or which is otherwise unlawful.

6.2 Upon linking to the Site pursuant to these Terms, Sequencemaster shall grant you a non-exclusive, non-transferable, royalty-free licence to use the Sequencemaster trade mark solely for the purposes of providing an underlined, textual link from your web site to the Site. No other use of Sequencemaster's trade marks or name is permitted without the express prior written permission of Sequencemaster.

6.3 The potential linking to an internal or subsidiary page of the Site located one or several levels down from the home page ("Deep Linking") or the bringing up of or presenting Content within another web site ("Framing") is not permitted without our prior written permission. You must seek and obtain the prior written permission of Sequencemaster before Deep Linking or Framing the Site or any Content by contacting Sequencemaster providing: (a) your name, e-mail address and telephone number; (b) the name of your company; (c) the web address(es) where the proposed Deep Linking or Framing will occur; (d) specific details about the contemplated Deep Linking or Framing.

## **7. Links to External Sites**

7.1 The Site contains links to other web sites provided by Sponsors or other independent third parties ("External Sites"), either directly or by framing. Sequencemaster shall endeavour to highlight such links although some External Sites may be co-branded with Sequencemaster. Sequencemaster shall not be responsible for the availability or content of External Sites and will not be a party to, or responsible in any way for, any arrangements regarding goods or services available from such External Sites.

7.2 The Site may be used to purchase products or services from Sponsors. Any such contracts will be exclusively between you and the relevant third party or Sponsor and Sequencemaster shall not be responsible in any way for any costs, claims, damages and liability arising in relation thereto, even if the contract in question was entered into through the Site.

## **8. E-mail**

Sequencemaster may give the option to subscribe to its e-mail news service through the Site. Your use of that service and any Content shall be subject to these Terms.

## **9. Third Party Content**

The Site may, from time to time, contain contributions from independent third parties as well as advertising and sponsorship. Each such third party, advertiser and/or Sponsor shall be responsible for all aspects of the material they submit and Sequencemaster shall accept no responsibility for any errors or inaccuracies in any such material.

## **10. Competitions and Prizes**

From time to time, Sequencemaster may run competitions, prize draws and promotions on the Site. These shall be subject to additional terms and conditions applicable in each individual instance and which shall be made available at the time of such competitions.

## **11. Changes**

Sequencemaster shall have the right at any time, in its sole discretion, to make modifications, additions or deletions to the Site, the Content, the Interactive Areas and these Terms. Any changes to these Terms will be notified to you by e-mail or by publishing the revised Terms on the Site. By continuing to access the Site following a change to the Terms, you agree to be bound by any changes thereto.

## **12. Representations, Warranties and Indemnities**

### **DISCLAIMER OF WARRANTIES**

**THE MATERIALS ON SEQUENCEMASTER'S WEBSITES ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. SEQUENCEMASTER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH MATERIALS AND SEQUENCEMASTER DISCLAIMS AND NEGATES ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING SUCH MATERIALS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER VIOLATION OF RIGHTS. FURTHER, SEQUENCEMASTER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE ACCURACY, RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON ITS WEBSITES OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY WEBSITES LINKED TO OR FROM SEQUENCEMASTER'S**

## **WEBSITES.**

### **LIMITATION OF LIABILITY**

**IN NO EVENT SHALL SEQUENCEMASTER OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR PROFITS, OR DUE TO BUSINESS INTERRUPTION,) ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIALS ON SEQUENCEMASTER'S WEBSITES, EVEN IF SEQUENCEMASTER HAS BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THEREFORE THESE LIMITATIONS MAY NOT APPLY TO YOU.**

12.1 You represent, warrant and undertake that: (a) you have the capacity to enter into this agreement; (b) you are at least eighteen (18) years of age; (c) you will not infringe the copyright or any other intellectual property rights of Sequencemaster; (d) you will comply fully with the Terms; (e) you will not copy, reproduce, recompile, decompile, disassemble, reverse engineer, upload, download, transmit, create derivative works from or otherwise exploit the Site or any software which is proprietary to Sequencemaster or any of the Sponsors.

12.2 You hereby agree to indemnify and hold harmless Sequencemaster and keep Sequencemaster fully and effectively indemnified on demand against all costs, claims, damages, liability and expenses (including any professional fees) which Sequencemaster might suffer by reason of a breach by you of the Terms and in particular any of the above representations. For the avoidance of doubt, this indemnity shall extend to any losses which Sequencemaster may suffer as a result of the use by third parties of your password and User ID except in circumstances where you can demonstrate to Sequencemaster's satisfaction that such third party obtained the relevant details through no fault of your own.

### **13. Disclaimer and Limitation of Liability**

13.5 Sequencemaster makes no warranties or representations, whether express or implied, in relation to the Site, including but not limited to implied warranties or conditions of completeness, accuracy, satisfactory quality and fitness for a particular purpose.

13.6 Sequencemaster also makes no warranty that the Site will meet your requirements or that your use of the Site will be uninterrupted, timely, secure or error-free.

13.8 To the extent permitted by law, you agree that Sequencemaster shall not be liable for any consequential or incidental damages (including but not limited to any financial loss and loss of business or profits) or for failure to meet any duties even if Sequencemaster or its representatives have been advised of the possibility of such damages arising.

13.9 In the event of any damages arising out of your use of the Site, you agree that such damages shall be limited to the higher of the total amounts paid by you to Sequencemaster in the last month and the sum of £200. ???

13.10 Notwithstanding any other provisions of the Terms, nothing shall limit Sequencemaster's liability in respect of death or personal injury caused by Sequencemaster's negligence.

### **14. Privacy Policy**

Sequencemaster will not sell or pass on to any third parties any information passed to Sequencemaster excepting that which forms payment and other transactions referred to in

this document.

## **15. Term and Termination**

15.1 Use of and access to the Site is not subject to any particular time limits. Without prejudice to the accrued rights of any party, these Terms may be terminated at any time by either party without cause. You may terminate these Terms by simply discontinuing your use of the Site. Sequencemaster may terminate these Terms and your use of the Site at any time by electronic notice. These Terms shall terminate automatically without notice from Sequencemaster in Sequencemaster's sole discretion, in the event you commit a breach of any provision of these Terms.

15.2 Notwithstanding the provisions of this paragraph, paragraphs 12, 13 and 24 of these Terms shall survive a termination of the Terms and shall remain in full force and effect thereafter.

## **16. Changes**

Sequencemaster reserves the right to modify, delete or change any aspect of the Content, the Interactive Areas, the Site and / or any of the technical specifications of any aspect of the same. You agree and acknowledge that such changes may result in you being unable to access the whole or any part of the Site.

## **17. Force Majeure**

Sequencemaster shall have no liability for an event of Force Majeure, that is an event or set of circumstances that is or are outside the reasonable control of Sequencemaster.

## **19. Entire Agreement**

These Terms, as amended from time to time, and any other terms of business on the Site shall constitute the entire agreement between you and Sequencemaster in relation to your use of and access to the Site.

## **20. Access outside of the UK**

Sequencemaster does not represent that the Content shall be appropriate or available for use outside of the United Kingdom. If you access the Site from outside of the United Kingdom, it is your responsibility to ensure compliance with any foreign and local laws and requirements.

## **21. Severability**

If any provision of these Terms is held to be invalid or unenforceable, then the remaining provisions of the Terms and of the paragraph in question shall remain in full force and effect.

## **22. Notices**

Any notice which Sequencemaster or you are required to give pursuant to these Terms shall be made by e-mail or first class post, in the case of you, to the address provided on your registration form and, in the case of us, to the address posted on the Site.

## **23. Waiver**

No delay or omission on the part of Sequencemaster in exercising any right, power or remedy under these Terms shall impair or detract from such right, power or remedy or operate as a waiver thereof.

## **24. Governing Law**

These Terms shall be governed by and construed in accordance with English law. By accessing the Site, you agree to submit to the exclusive jurisdiction of the English Courts.

Sequencemaster Limited

□ April 2006