

WHERE THE TRADE BUYS LTD

CONTENT LICENCE

THIS LICENCE GOVERNS THE ACCESS TO AND USE OF THE CONTENT AVAILABLE IN THE CONTENT LIBRARY.

PLEASE READ THIS LICENCE CAREFULLY PAYING PARTICULAR ATTENTION TO THE LIABILITY PROVISIONS AT CLAUSE 6. THIS LICENCE SHALL BE DEEMED ACCEPTED BY CLICKING "ACCEPT" OR OTHERWISE GAINING ACCESS TO THE CONTENT LIBRARY. WHERE AN INDIVIDUAL IS ACCEPTING THIS LICENCE, THE CUSTOMER CONFIRMS THAT THE INDIVIDUAL IS DULY AUTHORISED TO ACCEPT THIS LICENCE ON BEHALF OF THE CUSTOMER AND HAS AUTHORITY TO BIND THE CUSTOMER AS A PARTY TO THIS LICENCE.

IT IS HEREBY AGREED

1. Interpretation

The definitions and rules of interpretation in this clause apply in this Licence.

1.1 Definitions:

Account	an account which is individual to the Customer which is created for the purpose of accessing the Content Library.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Customer	the trading customer of Licensor who has been granted access to the Content Library by the Licensor (such requirements for access to be determined by the Licensor from time to time).
Customer Channels	any digital channels or media owned by or licensed to the Customer, including Customer's websites.
Content	all text, graphics, images or other materials in whatever medium or form made available to the Customer via the Content Library.
Content Library	a library of Content stored by the Licensor.
Intellectual Property Rights	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and

rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Licence this licence agreement between the parties.

Licensor Where The Trade Buys Ltd, a company registered in England and Wales, company number (07477014), with its registered address at Unit 94 North East Bic, Wearfield, Sunderland, Tyne And Wear, SR5 2TQ.

Territory United Kingdom.

Visitor a visitor of the Customer Channels.

- 1.2 Clause headings do not affect the interpretation of this Licence.
- 1.3 References to clauses are (unless otherwise provided) references to the clauses of this Licence.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and those in the plural include the singular.
- 1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 **Writing** or **written** includes email.

2. Access to Content Library and Grant of licence

- 2.1 The Customer may access the Content Library from time to time. The Content Library will contain Content which the Customer may download and use strictly in accordance with the terms of this Licence. The Licensor reserves the right to add or remove any Content from the Content Library from time to time.
- 2.2 During the term of this Licence, the Licensor grants to the Customer a revocable, non-exclusive, royalty-free, licence to reproduce, distribute, display and publish the Content in the Territory on the Customer Channels. For the purposes of this licence, the Customer shall only be taken to have used the Content in a particular jurisdiction where the Content or the Customer Channels are directed at that country. Access by a Visitor outside the Territory shall not constitute a breach of the licence terms in this Licence.
- 2.3 The rights granted under clause 2.2 are specific to the Customer and cannot be sub-licensed, transferred, assigned or otherwise granted to any third party.
- 2.4 The rights granted under clause 2.2 are subject to any guidelines that may from time to time be established by the Licensor with respect to the Content.
- 2.5 The Licensor may request, for any reason, the removal of, or editorial revisions to, any of the Content that is published by or on behalf of the Customer. The Customer agrees to take appropriate remedial action with respect to any such request within 48 hours of receipt of such request.

3. Restricted Uses

3.1 The Customer shall not:

- 3.1.1 Use the Content in a pornographic, defamatory or other unlawful manner;
- 3.1.2 Use the Content in a manner which embarrasses, humiliates, degrades or undermines the reputation of any person;
- 3.1.3 Use the Content in accordance with best practice in the Customer's trade, industry or profession;
- 3.1.4 Make any alterations to the Content other than is strictly necessary to upload the Content;
- 3.1.5 Remove, obscure the view of or otherwise alter any third-party trade or service marks present on the Content;
- 3.1.6 Use the Content in any way that allows others to download, extract or redistribute Content;
- 3.1.7 Use the Content to create similar content or content which substantially derives from the Content;
- 3.1.8 Falsely represent that it is the author of the Content or any other content which made up of the Content; and
- 3.1.9 Include all or any part of the Content without proper attribution to the Licensor in the manner notified to the Customer from time to time, or without including the Licensor's copyright notice or any other notices the Licensor may require.

4. Accounts

4.1 Customers may be required to create an Account in order to access to the Content Library.

4.2 The Customer undertakes:

- 4.2.1 not to share the Account username, password or other Account information with any third party or grant any third party access to the Account;
- 4.2.2 to take measures to maintain the security and secrecy of the Account username, password, and other Account information;
- 4.2.3 to notify the Licensor immediately of any breach of security or unauthorised use of the Account that the Customer becomes aware of; and
- 4.2.4 to be solely responsible for all activity that occurs under the Account.

4.3 The Licensor reserves the right to monitor downloads and Account activity to ensure compliance with the terms of this Licence. If the Licensor reasonably suspects that the Customer is in breach of this Licence, it may suspend or terminate the rights granted in the Licence.

5. Warranties

5.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this Licence.

5.2 The Licensor makes no warranty that use of the Content (including any use of names, people, trademarks, trade dress, logos, designs, works of art or architecture depicted or contained in the Content) by the Customer will breach any third party rights.

5.3 All conditions, warranties or other terms concerning the supply, purported supply or non-supply of the Content which might otherwise be implied into this Licence or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

6. Limitation of remedies and liability

6.1 References to liability in this clause include every kind of liability arising under or in connection with this Licence including but not limited to liability in contract, tort (including negligence), misrepresentations, restitution or otherwise.

6.2 Nothing in this Licence shall operate to exclude or limit the Licensor's liability for any liability which cannot be excluded or limited under applicable law.

6.3 The Licensor shall not be liable under or in connection with this License or any collateral contract for any: loss of revenue; loss of actual or anticipated profits; loss of contracts; loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss.

6.4 The Licensor's aggregate liability arising out of or in connection with this Licence or any collateral contract shall in no circumstances exceed £1,000.

7. Intellectual property rights

7.1 Title to and ownership of all Intellectual Property Rights embodied by or otherwise incorporated into the Content shall remain with the Licensor. Save for as otherwise expressly stated in this Licence, nothing shall be construed to grant to the Customer any right, title or interest in or to the Content.

7.2 The Customer shall immediately notify the Licensor in writing giving full particulars, if there is any claim made or threatened that use of the Content infringes the rights of any third party. The Licensor shall decide what action, if any, to take and shall have exclusive control over, and conduct of, all such claims and proceedings.

8. Term and termination

8.1 This Licence shall commence when the Customer first accesses the Content Library and shall continue until terminated in accordance with clause 8.2.

8.2 Without affecting any other right or remedy available to it, the Licensor may terminate this Licence with immediate effect by giving written notice to the Customer if:

8.2.1 the Customer commits a breach of any term of this Licence or any other contract with the Licensor and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

8.2.2 the Licensor reasonably believes that continuing to supply the Content Library or Content risks harming, damaging or otherwise undermining the reputation or the Licensor;

8.2.3 the Licensor no longer wishes to make the Content Library or Content available to the Customer;

- 8.2.4 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 8.2.5 the Customer's financial position deteriorates so far as to reasonably justify the opinion of the Licensor that the Customer's ability to give effect to the terms of this Licence or any collateral contract is in jeopardy.

8.3 On termination of this Licence:

8.3.1 any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence shall remain in full force and effect; and

8.3.2 the Customer shall:

- (a) no longer be entitled to access the Content Library;
- (b) immediately cease use of the Content; and
- (c) promptly certify the erasure of the Content from all of the Customer's computer and communications systems and devices used by it, including such systems and data storage services provided by third parties.

9. Force majeure

The Licensor shall not be in breach of this Licence nor liable for delay in performing, or failure to perform, any of its obligations under this Licence if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10. Confidentiality

10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

10.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Licence. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.1; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Licence.

11. Notices

11.1 Any notice given to a party under or in connection with this Licence shall be in writing and shall be:

- 11.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company); or
 - 11.1.2 sent by email to the address made known to each party when creating an Account.
- 11.2 Any notice or communication shall be deemed to have been received:
- 11.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 11.2.2 if sent by next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - 11.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.2.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 11.3 This clause 11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. Assignment

The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under this Licence without the prior written consent of the Licensor. The Licensor may assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with its rights under this Licence without consent, provided that it gives advance notice to the Customer.

13. Entire agreement

- 13.1 This Licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, licences, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.2 Each party acknowledges that it shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.

14. Third party rights

- 14.1 This Licence does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

15. Variation, waiver and rights and remedies

- 15.1 No variation of this Licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.2 No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.3 Except as expressly provided in this Licence, the rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Severance

16.1 If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Licence.

16.2 If any provision or part-provision of this Licence is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Governing law

This Licence and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation are governed by and construed in accordance with the law of England and Wales.

18. Jurisdiction

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