

Website Terms of Use Agreement

Last Modified: March 20, 2019

Welcome to the website, livinghistorynortheast.com (the “Website”), which is owned by Living History North East Ltd. To avoid market confusion, we have reverted to our abbreviated name, LHNE, but we are still the same company. This Terms of Use Agreement (the “Terms”) creates a legal contract between you and LHNE regarding your use of the Website. Whenever “LHNE” or “We” are used, it refers to LHNE and its affiliates. “You” or “Users” refers to you and all users who visit, use, post to or otherwise access the Website including those who act on behalf of a business or other entity.

BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND TO THE EXTENT ALLOWED BY LAW, AGREE TO THESE TERMS

- 1. Eligibility.** You represent that you are 18 years of age or older and are fully able and competent to enter into a contract and otherwise abide by these Terms.
- 2. Privacy Statement.** You expressly acknowledge that LHNE has a legitimate interest in the collection and/or processing of your personal data, as more fully described in this Privacy Statement, which is incorporated into and is subject to the Terms.
- 3. Modification of the Terms.** LHNE reserves the right to change these Terms at any time without notice to you other than through by posting such modified Terms on the Website. It is your responsibility to check the Website periodically for changes. Your continued use of the Website after the posting of changes to the Terms constitutes an acknowledgement of and agreement to this provision.
- 4. Website Access.** LHNE grants you permission to use the Website as set forth in these Terms, provided that:
 - (1) you use the Website solely for your personal, private, and noncommercial use;
 - (2) you do not copy, publicly display, or distribute any part of the Website in any medium without LHNE’s prior written authorization;
 - (3) you do not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purposes
 - (4) you do not engage in any of the prohibited uses described below; and
 - (5) you will otherwise fully comply with these Terms and any and all applicable laws.
- 5. Ownership; Proprietary Rights.** Unless otherwise provided by LHNE, all content, visual interfaces, interactive features, information, graphics, design, compilation, computer code, software, products, services, marketing material, research material, reports, studies, and all other elements of the Website found on the Website are solely LHNE’s intellectual property (“Intellectual Property”) and is protected by United Kingdom laws and all other relevant and applicable intellectual property and proprietary rights and laws.
- 6. Prohibited Uses.** As a condition of your use of the Website, you will not use the Website for any purpose that is unlawful or prohibited by these Terms. Access to the Website from territories where access or use thereof is illegal is strictly prohibited.
 - 6.1 No Commercial Use.** Any use by you of the Website other than for private, non-commercial use is strictly prohibited without the express, written consent of LHNE. You shall not to reproduce, duplicate, copy, sell, trade, resell, distribute or exploit, any portion of the Website, use of the

Website, access to the Website, or content obtained from the Website, for any purpose other than for your personal, private, non-commercial purposes unless you have received prior written approval from LHNE.

6.2 No Harassment or Unauthorized Data Collection. You shall not defame, harass, abuse, threaten, stalk or defraud, disparage users of the Website, or collect, or attempt to collect, personal data about Users or third parties without their express written consent.

6.3 No Malware and Quiet Enjoyment. You shall not intentionally interfere with or damage, impair or disable the operation of the Website or any User's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, worms, spyware, adware, or other malicious code.

6.4 No Rights or Copyright Circumvention. You shall not remove, circumvent, disable, damage, or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of any content accessible through the Website, or features that enforce limitations on the use of the Website.

6.5 No Unauthorized Access. You shall not attempt to gain unauthorized access to the Website, or any part of it, other accounts, computer systems, or networks connected to the Website, or any part of it, through hacking, password mining, or any other means, or interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website.

6.6 No Modifications of the Website. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website. You shall not modify the Website in any manner or form, nor use modified versions of the Website, including, without limitation, for the purpose of obtaining unauthorized access to the Website.

6.7 No Scraping. You shall not use any robot, spider, scraper, or other automated means or technology to access the Website for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website.

6.8 No Framing or Other Misappropriation. You shall not utilize framing techniques to enclose any trademark, logo, or other Intellectual Property without our express written consent. You shall not use any meta-tags or any other "hidden text" utilizing LHNE's name or trademarks without our express written consent.

6.9 No Improper Linking. You will promptly remove any links that LHNE finds, in its sole discretion, to be objectionable. You shall not use any LHNE logos, graphics, or trademarks as part of the link without our express written consent.

6.10 No Spam. You shall not make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Website. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

6.11 No Reverse Engineering. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

6.12 No Modifications or Derivatives. You shall not modify, adapt, translate, or create derivative works based upon the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

7. Availability of Service. LHNE may make changes to or discontinue any of the products, services, or functionalities of the Website at any time, and without notice. Any changes to or discontinuation of the Website by LHNE will be without liability to you.

8. Feedback and Termination. If you are dissatisfied with the Website, please let us know by electronic mailing us at info@lhne.co.uk. Your input is valuable to us. You may terminate these Terms at any time by simply discontinuing Your use of any and all parts of the Website.

9. Indemnification, Hold Harmless. You agree to indemnify and hold harmless LHNE, its affiliates, or any related companies (including those which share substantially common ownership), its suppliers, licensors, and partners, and the officers, directors, employees, agents, and representatives of any of them from any and all claims, losses, obligations, damages, liabilities, costs or debt, and expenses (including attorney's fees) arising out of:

- (1) Your misuse of the Website
- (2) Your violation of these Terms;
- (3) Your violation of the rights of any other person or entity, and
- (4) Your breach of the foregoing representations, warranties, and covenants.

LHNE reserves the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify us and You agree to cooperate with our defence of these claims. You agree not to settle any matter without the prior written consent of LHNE and LHNE will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

10. Disclaimers; No Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, LHNE AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LHNE OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT THE TERM "LHNE" INCLUDES LHNE'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SHAREHOLDERS, AGENTS, SUPPLIERS, LICENSORS, AFFILIATES, AND SUBCONTRACTORS.

10.1 "As is" and "As available" and "With All Faults". YOU EXPRESSLY AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE, CONTENT, SOFTWARE, PRODUCTS, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

10.2 Website Operation and Content. LHNE, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE LHNE MATERIALS, USER SUBMISSIONS, WEBSITE, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

10.3 Accuracy. LHNE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

10.4 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE (INCLUDING RSS FEEDS) IS AT YOUR OWN DISCRETION AND YOUR OWN

RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE USE, ACCESS, DOWNLOAD OR ANY OTHER USE OF SUCH MATERIAL OR DATA.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL LHNE OR ITS AFFILIATES, CONTRACTORS, DIRECTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE ANY USER SUBMISSIONS OR ANY REFERENCE SITES, THE WEBSITE ITSELF, OR ANY OTHER INTERACTIONS WITH LHNE, EVEN IF LHNE OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.1 Limitation of Damages. IN NO EVENT SHALL LHNE OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE WEBSITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED ONE HUNDRED DOLLARS.

12. Limitations by Applicable Law. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

12.1 Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT LHNE HAS OFFERED USE OF ITS WEBSITE, AND HAVE ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND LHNE, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND LHNE. YOU ACKNOWLEDGE AND AGREE THAT LHNE WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

13. Digital Millennium Copyright Act. If you are a copyright owner or an agent thereof, and You believe that content appearing on the Website infringes your copyrights, then You may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing LHNE with the following information in writing:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works on the Website
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit LHNE to locate the material
- information reasonably sufficient to permit LHNE to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law (for example, “I am under the good faith belief that the use of the copyrighted content that is identified herein is not authorized by the copyright owner, its agent, or the law.”) and
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (for example, “I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner, or authorized to act on behalf of the copyright owner, of the copyright(s) that is/are allegedly infringed by the aforementioned content.”)

Please consult your legal counsel to confirm these requirements.

LHNE does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and LHNE will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another’s intellectual property rights. It is LHNE’s policy to respond promptly to notices of alleged infringement that comply with the DMCA.

To receive notifications and counter-notifications of claimed infringement and any other feedback, comments, requests for technical support, or other communications should be directed to LHNE customer service through info@lhne.co.uk. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing and may be subject to liability.

14. Miscellaneous

14.1 Notice. LHNE may provide you with notices, including those regarding changes to LHNE’s terms and conditions, by postings on the Website, via electronic mail, or by mail. Notice sent via e-mail will be deemed given twenty-four hours after such e-mail is sent, unless LHNE is notified that the electronic mail address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Website. In such case, notice will be deemed given three days after the date of mailing.

14.2 Dispute Resolution, Choice of Law and Forum. Except for disputes alleging a violation of the U.S. Privacy Framework, if applicable, any disputes arising between you and LHNE, will be governed in all respects by the laws of the United Kingdom and any claim or dispute shall be brought in the exclusive jurisdiction of the UK legal system.

14.3 Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of LHNE to exercise or enforce any

right or provision of these Terms will not constitute a waiver of such right or provision.

14.4 Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

14.5 Assignment. The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned, in whole or in part, by LHNE without restriction. Any assignment attempted to be made by You in violation of these Terms shall be void.

14.6 No Agency. You agree that no joint venture, partnership, employment, or agency relationship exists between You and LHNE as a result of these Terms or use of the Website.

14.7 Survival. Notwithstanding the expiration or termination of these Terms, it is acknowledged that those rights and obligations by their nature are intended to survive such expiration or earlier termination will survive.

14.8 Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

14.9 Entire Agreement. This is the entire agreement between You and LHNE relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.