

## **TERMS OF USE**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.livemapp.com](http://www.livemapp.com) and the livemapp mobile application (collectively “our site”), whether as a guest or a registered user. Please read these terms of use carefully before you start to use our site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

## **INFORMATION ABOUT US**

Our site is operated by Inspirational Futures Limited (“We”). We are registered in England and Wales under company number 6795122 and have our registered office at 19-21 Manor Road, Caddington, Bedfordshire, United Kingdom LU1 4EE.

## **INFORMATION ABOUT LIVEMAPP™**

Livemapp is a photo and video social sharing service whereby registered users may upload photographs and/or videos relating to events, news & recommendations in their local area, and which are then displayed on a map.

When a registered user uploads a photograph or video, their location is also shared on the livemapp service in addition to their registered user profile.

We may also introduce additional functionality, by way of example allowing people to comment on Material (as defined below) submitted by other users, share Material with social networks and also a messaging service between users.

Non-registered users may search the livemapp to find events or points of interest, and may also share their location with us when accessing livemapp from a mobile device.

All personal data that is shared with us is subject to our Privacy Policy which is available for review at <http://livemapp.com/legal/privacy.pdf>.

‘livemapp’ is an trade mark (unregistered) of Inspirational Futures Limited. All rights reserved.

## **ACCESSING OUR SITE**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

When using the site you confirm that you are either 18 years old or over, or if you are aged over 12 years of age that you have obtained your parent or legal guardian’s permission to register an account with us and to use the livemapp service. Notwithstanding the foregoing, our policy is to request that “Minors” (the age of Minors is determined by local laws where you reside) do not engage with this site without the consent of a parent or legal guardian, unless permitted by applicable local law. If you are in doubt as to whether or not you are a Minor, then please ask your parent or legal guardian for confirmation.

We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our site, you must comply with the provisions of our Acceptable Use Policy (see Acceptable Use Policy at <http://livemapp.com/legal/acceptableuse.pdf>).

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection or mobile device are aware of these terms, and that they comply with them.

## **UPLOADING AND SHARING MATERIAL ON OUR SITE**

We enable registered users to upload images and videos and comments (“Material”) to livemapp which are displayed on a map to show the location and time when the Material was taken and when upload occurred. We also make available the user profile of the user who submitted the Material.

Prior to sharing your location you should consider whether you wish to make that information available to the public. You should also consider whether you are happy to make your Material available to other users to share on social networking channels.

You warrant that any contribution you upload will comply with our Acceptable Use Policy standards and that you are fully entitled to share the material via our site and livemapp, and you agree to fully compensate us for any breach of that warranty. Any Material you upload to our site will be considered non-confidential, and we have the right to use, copy, distribute and disclose to third parties any such Material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any Material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any Materials posted by you or any other user of our site.

We have the right to remove any Material or posting you make on livemapp or via our site.

In respect of any Material you upload onto the site, you hereby licence to us a world-wide, perpetual and irrevocable, non-exclusive, royalty free, fully paid, sub-licensable and transferable right to use, copy, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit Material in connection with our site, the livemapp service and our (and our successors and assignees’) business, including without limitation for promoting and redistributing part or all of the site and livemapp service (and derivative works thereof) or livemapp in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also waive your ‘moral rights’ in respect of the Material shared by you, save that we shall try to ensure where possible that you are identified as the registered user who originally shared the Material.

## **COMMUNICATING WITH OTHER USERS**

Where we offer you the ability to communication with other users via our site, you should take care in choosing the type of information you wish to share. For example you should not share any personally identifiable information which may lead to identity theft. We do not screen or check the users who register for accounts, and you should appreciate that communicating with individuals who you have not met before via online services may carry associated risks and you should exercise all due caution and care where arranging to meet any other user or sharing any other personally identifiable information.

## **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We do not filter the Materials before they are submitted to livemapp or via our site or made available from it, and we therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

We may from time to time allow third parties to advertise their own events on livemapp, and/or use data feeds from third party services to show events being held. However, we do not control the accuracy of any advertised events or review any of the event details prior to submission, and we therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## **OUR SITE CHANGES REGULARLY**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the Material or our own content on our site may be out of date at any given time, and we are under no obligation to update such material.

## **OUR LIABILITY**

The content displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy, and on an 'as is' basis. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any content posted on it, including, without limitation any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;

- loss of goodwill;
- wasted management or office time; and any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our Privacy Policy (see Privacy Policy <http://livemapp.com/legal/privacy.pdf>) which is incorporated into these Terms of Use by reference hereto. By using any part of our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## **LINKING TO OUR SITE**

You may link to site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You may link parts of the site via the social media ‘sharing links’ available on the site.

However, you must not establish a link from any website or social media profile that is not owned by you or to which you have no connection.

Our site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy at <http://livemapp.com/legal/acceptableuse.pdf>.

If you wish to make any use of the content on our site which is not owned by you (by way of example and not limitation, for commercial purposes), and other than that set out above, then you should obtain our prior written permission. Please address your request in the first instance to [contact@livemapp.com](mailto:contact@livemapp.com).

## **LINKS FROM OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. You should therefore review the terms of use and privacy policies of those sites when you connect to them from our site.

## **JURISDICTION AND APPLICABLE LAW**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

These terms of use are governed by English law.

## **TRADE MARKS**

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on our site are registered and unregistered Trademarks of ours and others. Nothing contained on our Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on our Site without our written permission or the written permission of such third party that may own the Trademarks displayed on our Site. Your misuse of the Trademarks displayed on our Site, or any other content on our Site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that we will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

## **VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. If you do not accept the revised terms, then you should stop using the Site. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## **YOUR CONCERNS**

If you have any concerns about Material which appears on our site, including Material which is in breach of our Acceptable Use Policy, please contact [info@livemapp.com](mailto:info@livemapp.com).

If you believe that a user has submitted Material to the site which is owned by you or in which you have actionable proprietary rights, and you have not granted the necessary permissions for the Material to be included as part of the site, you may also contact us at [info@livemapp.com](mailto:info@livemapp.com).

So we may fully address your concerns, please include in your correspondence:

- Your name
- A full description of the Material and url of the Material which you are complaining about
- A full break down of the basis on which you are bringing your complaint.
- If you are bringing your complaint on the grounds that the Material in question infringes your proprietary or other intellectual property rights, a statement confirming

that the information you include on your complaint is true and accurate, and that you are entitled to make the claim.

We will endeavour to respond and deal with your complaint as soon as reasonably possible after we receive it from you. Please note that we may pass details of your complaint to the user who submitted the Material as part of our investigations.

Last updated 16 March 2012.