

## **Website Terms of Use**

### **1 Terms Of Website Use**

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our websites, [www.gfinity.net](http://www.gfinity.net), [www.gfinityesports.com](http://www.gfinityesports.com) & [www.gfinityplc.com](http://www.gfinityplc.com) (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing and/or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. These terms of use form the entire understanding between us. If you do not agree to these terms of use, you must not use our site.

### **2 Other applicable terms**

These terms of use refer to the following additional terms, which also apply to your use of our site and are incorporated into these terms of use:

- Our Privacy Policy [[HERE](#)], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site you warrant that all data provided by you is accurate.
- Our Cookies Policy [[HERE](#)], which sets out the way in which we use cookies on our site and your choices in relation to our use of cookies.
- Our Acceptable Use Policy [[HERE](#)], which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Use of Site by Children Policy [[HERE](#)], which sets out our approach to children's use of our site.

### **3 Information about us**

[www.gfinity.net](http://www.gfinity.net) & [gfinityesports.com](http://gfinityesports.com) are sites operated by Gfinity Plc ("We"). We are registered in England and Wales under company number 08232509 and have our registered office at 35 New Bridge Street, London EC4V 6BW. To contact us, please see the Contact Us section of our site [[HERE](#)].

### **4 Changes to these terms**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## **5 Changes to our site**

We may update our site from time to time, and may change the content at any time.

## **6 Services requiring payment of a fee**

Our site is generally made available free of charge (except for the Subscription Services). We may sometimes charge a fee for certain services and/or promotional events. If the service you use incurs a fee, you will be able to review and accept terms that will be clearly disclosed prior to you incurring any fee. Our fees are quoted in Pounds Sterling and we may change them from time to time. We will notify you of changes to our fees by posting such changes on our site.

## **7 Accessing our site**

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

## **8 Your account and password**

To use certain parts of our site, you must submit a completed registration form to us. We may refuse your application for registration at our discretion. If we accept your application for registration we will confirm this by providing you with a username and password.

We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use (or, acting reasonably, we otherwise have good cause to terminate membership).

You undertake that all information provided by you for the purpose of registering with us is accurate and complete.

Each registration is for a single user only. You may not share your username or password with any other person nor with multiple users on a network and nor may another user use your account on your behalf. Your account is for your own personal and non-commercial use.

You accept sole responsibility for all use of and for keeping secret your username and password. If you know or suspect that anyone other than you knows your username or password, you must promptly notify us

## 9 No reliance on information

The content on our site (including that provided by third parties), is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

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.

## 10 User generated content

We accept no liability for any content supplied by any user for display on our site ("**User Generated Content**") and the limitations in section 14 below (Limitation of our Liability) apply.

You are able to contribute to our site and whilst we encourage you to contribute User Generated Content to our site you agree that when doing so, you will:

- a. comply with these terms of use (including, without limitation, the Acceptable Use Policy);
- b. only upload or submit User Generated Content to our site which either you own or which you have the permission of the owner of that material to submit and you must not submit any User Generated Content the intellectual property or other proprietary rights in which are owned by any third party; and
- c. not submit any User Generated Content which is prohibited by applicable data protection or privacy legislation.

If you submit User Generated Content for display on our site you are responsible for ensuring that such User Generated Content is and remains accurate, complete and up to date and that it complies with these terms of use.

You warrant that you have taken all reasonable precautions to ensure that (i) any User Generated Content that you upload or otherwise submit to our site is free from viruses and anything else which may have a contaminating or destructive effect on any part of our site or any other technology and (ii) that it complies with these terms of use.

We are not obliged to monitor the User Generated Content submitted to our site whether by you or any other user of our site. However, we reserve the right (without limiting our rights to seek other remedies) at any time to remove without notice any User Generated Content or any other content, information or material placed on our site that we consider to be in breach of these terms and of use, to constitute a misuse of our site or which may otherwise be harmful to other users of the site.

You will indemnify and hold us harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising (including without limitation, economic loss) suffered by us arising out of your failure to observe any of the terms relating to User Generated Content.

## **11 Intellectual property rights**

Other than any User Generated Content that you submit to our site, the copyright and all other intellectual property rights in the content, together with the site design, text and graphics, and their selection and arrangement, belongs to us. All rights are reserved. None of this content may be reproduced or redistributed without our written permission. You may view, download and print any content made available to you through our site provided that such content:

- a. may only be used for your own personal and non-commercial purposes and shall not be reproduced or included in any other work or publication in any medium or otherwise be distributed or sold to any third party;
- b. may not be modified or altered in any way; and
- c. you must not remove any copyright or other proprietary notices contained therein.

These terms of use are not intended to prevent you recording in manual form any individual item of content, or disclosing any individual item of content, free of charge, to friends or relations for non-commercial purposes provided that you take all reasonable steps to ensure that any person to whom you may disclose that content complies with these terms of use.

You shall retain ownership of all copyright in User Generated Content that you submit to our site. When you submit User Generated Content to our site you automatically grant us a world-wide, non-exclusive, royalty-free, non-terminable licence (including the right to sub-licence to third parties) to use, communicate to the public, copy, distribute, publish, play, perform and make adaptations or derivative works of such User Generated Content in any manner and for any purpose whatsoever including, without limitation any commercial or advertising purpose.

You acknowledge that any User Generated Content you submit to any public section of our site will be available to other users of our site. You agree that any other user of our site shall be entitled to use your User Generated Content in accordance with these terms of use and that we shall not be liable for any other use made of Your User Generated Content by any third party.

## **12 Use of forums**

Our site contains forums to facilitate the sharing of information and networking. Views expressed are solely those of the contributors and we make no warranty as to the accuracy of any statements.

Contributors to forums are reminded to make responsible postings, in accordance with the Acceptable Use Policy. Commercial advertising of services or products is not permitted in forums.

We reserve the right to close the user accounts of persistent offenders. Users of forums are encouraged to report inappropriate postings.

Comments posted in forums may not be published in any form elsewhere – whether reproduced, quoted, or paraphrased – without the prior consent of their originator. Before referring to material contained here in any public domain, please contact the editor for advice.

If you decide to contact a user or rely on details contained in a post by another user, you do so at your own risk.

### **13 Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

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.

### **14 Limitation of our Liability**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 content on it, or on any website linked to it.

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

### **15 Applicable law**

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.