

## **TERMS AND CONDITIONS**

### **Agreement between you and Agencies of Anywhere**

These general Terms and Conditions ("Terms") are an agreement ("Agreement") between you and Agencies of Anywhere and cover your use of the information, software, products and services made available through AgenciesofAnywhere.com (the "Website"). By using the Website, you agree to be bound by these Terms..

This Agreement governs any use of the Website as a guest, agency, member, fee paying member or otherwise.

You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring any contact details you provide us with are correct and up to date. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them.

The Website is offered to you conditional upon your acceptance of these Terms and any notices contained in these Terms and the Website itself. Please read these Terms carefully before you start using the Website.

You must be the legal age of majority in your country of residence in order to use the Website. In no event is use of the Website permitted by those under the age of 18.

### **Membership**

An agency can create an agency account with a company email address and a password. The agency is responsible for who has access to the agency account. It's not allowed to share the agency password with anyone outside the agency.

After creating an agency account, agencies can create and publish an agency profile page. Agencies can share information on their agency profile page to showcase their work and company culture.

Agencies need to fulfill the requirements for creative agencies as stated in the FAQ section on the Website. Agencies of Anywhere will always have the right to deny the placement of an agency to the Website, for any reason. Once the agency has been approved, it becomes a member of the Website, and all submitted information (except names, email addresses and passwords) will become publicly accessible through the agency profile.

Every agency is responsible for their own content and shared information.

### **Intellectual property rights**

For the purposes of these Terms, "Intellectual Property Rights" means any and all intellectual property rights, whether registered or unregistered, including but not limited to any patents, trademarks, domain names, URLs, design rights, copyright, software rights, database rights, rights in and to business names, product names and logos, processes, trade secrets, confidential information and any similar rights in any jurisdiction.

Agencies of Anywhere shall retain and be assigned all rights, title, interest and Intellectual Property Rights in relation to its own content and articles.

Except as otherwise provided in these Terms, you must not: reproduce, modify, translate or create derivative works of any Content; sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or edit any Content; or circumvent or disable any security or technical features of the Content.

Information and images that members add to their agency page will be made public to all visitors. Further, the information and images provided when setting up your agency page can also be used by Agencies of Anywhere as content elsewhere on the Agencies of Anywhere website, on the Agency of Anywhere social channels, or as communication and advertising.

### **No unlawful or prohibited use**

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. You will not use the Website in any manner which could damage, disable, overburden or impair the Website, or interfere with any other party's use and enjoyment of the Website. You will neither obtain nor attempt to obtain any materials or information through any means not intentionally provided for on the Website.

The Content is protected by copyright and all other applicable Intellectual Property Rights set out above. Content is for your personal use only and not for resale. Your use of the Website does not entitle you to resell any Content from the Website. For the avoidance of doubt, your use of the Website constitutes your acceptance of these Terms and your promise that you will not resell or otherwise attempt to commercially benefit from the Content without our written express consent.

Our status (and those of any identified contributors) as the authors of material on the Website must always be acknowledged and you must not use the material in a derogatory manner. If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Liability disclaimer**

The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information on the Website, by Agencies of Anywhere or the individual Agencies. Agencies of Anywhere and/or its suppliers may make improvements and/or changes to the Website at any time. Information and opinions received via the Website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

Although Agencies of Anywhere will use its reasonable efforts to keep the Website available and the information on the Website reasonably accurate, Agencies of Anywhere and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Website for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Agencies of Anywhere and/or its suppliers disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

### **Guest users**

You use the Website at your own risk. Neither Agencies of Anywhere nor any company within our group, and our and their respective Agencies, employees and subcontractors, shall be liable to you or any other party for any losses or damages whatsoever or howsoever arising in connection with the

Website (whether under these Terms or other contract or as a result of any misrepresentation, misstatement or tortious act or omission, including negligence).

Under this paragraph:

"Agencies of Anywhere's liability" includes that of any company in our group and our and their respective agents employees, subcontractors;

"You" includes any other party claiming through you; and

"Loss or damage" includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the use of the Website, whether under this agreement or other agreement or as a result of any misrepresentation, misstatement or tortious act or omission, including negligence.

This section of the Terms does not affect claims relating to death or personal injury caused by negligence and does not limit or exclude any liability for fraudulent misrepresentation.

### **Modifications**

We aim to update the Website regularly and can change the content at any time. We will use our reasonable efforts to keep the Website available to you, but if necessary, we may suspend access to the Website, or close it indefinitely. We will not be liable if for any reason the Website is unavailable at any time or for any period.

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

If you have any questions or concerns, please visit our Help Page or Contact Us at any time.

### **Assignment**

You must not assign or otherwise transfer the Terms, or any right granted under them, without our written consent. We can freely transfer our rights under the Terms.

### **Waiver**

Any failure by us to enforce or exercise any provision of the Terms, or any related right, will not be a waiver of that provision or right. Any rights not expressly granted in this Agreement are reserved. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.