



Terms of Use

1. "Our Buzz" or "we" means Our Buzz (CS) Limited, incorporated in England and Wales (no 09604020). "Us" and "our" shall be construed accordingly.
2. "You" means the user of the Our Buzz service ("Service"). "Your" shall be construed accordingly.
3. These terms of use ("Terms") set out the exclusive basis on which you may use the Service. By using the Service, you shall be deemed to have accepted the Terms and agreed to be bound by them. If you do not agree to the Terms, you have no right or other entitlement to use the Service and you must stop doing so immediately.
4. We make no charge for end-users (cf those providing content to be carried on the Service) making use of the Service. You should note, though, that your network operator may charge you for the use of their systems and/or network in accessing the Service.
5. The Service is used by you wholly at your own risk and, to the maximum extent permitted by law, we give no warranty or other assurance (whether express or implied) with regard to it. Without prejudice to the foregoing generality and to the maximum extent permitted by law, we give no warranty or other assurance with regard to: (i) the accuracy or completeness of the information carried on the Service; (ii) the availability of the Service (either in whole or in part); or (iii) non infringement, security, fitness for a particular purpose, satisfactory quality or compatibility.
6. The operator of the store from which the Service is/was downloaded by you ("Operator") is not responsible for the Service or its content or the provision of any maintenance or support services in connection with it. Without prejudice to that generality, the Operator is not responsible for (i) claims arising in connection with the Service (whether directly or indirectly); or (ii) investigating, defending or settling any third party claim that its intellectual property rights have been infringed by the Service or your use of it.
7. The Operator and each member of the group of companies of which it forms part from time to time are third-party beneficiaries of the Terms and you agree that the Operator will have the right (and will be deemed to have accepted the right) to enforce the Terms against you and that as a third party beneficiary thereof.
8. We are not the agent for or representative of any business or other third party whose details are carried on the Service We give no warranty or other assurance with regard to the information, products and/or services carried on the Service. It is your responsibility to satisfy yourself with regard to all aspects relative to those businesses, third parties, information, products and services.
9. We do not endorse, approve, recommend or associate with any particular business, person, service, product or thing carried by the Service. The Service carries the logos, domain names, trademarks and service marks of a range of third parties and each of those remains the property of the third party concerned.
10. We may, in our absolute discretion, restrict, disable, suspend or terminate your access to all or part of the Service and/or your account at any time and that without liability of any kind to you or a third party.



11. You are responsible for the content of all (if any) material supplied to us using your login details and password. You accept that you should not disclose your password or other login details to anyone else and that, if you do so, that is at your own risk. In circumstances where your login details and password have been, may have been or may be used without your permission, you shall inform us immediately by email.
12. Our Privacy Policy discloses how we process information about you. By using the Service, you acknowledge that and agree to the way in which we process your personal information.
13. The Service provides the facility for you to search for events, deals, organisations, goods, services and other information and to contact third parties in connection therewith. We consent to your use of the Service for that purpose provided always that you do not use it (i) to create, amend or otherwise vary a similar or comparable database of events, deals, organisations, goods, services and other information (whether for your own purposes or that of a third party) (ii) for any illegal or unlawful purpose; (iii) to threaten, harass, oppress, abuse harm, offend or discriminate against a third party; (iv) impinge on the privacy of a third party; (v) in a way that we, in our absolute discretion, determine is inappropriate; (vi) in a way that we, in our absolute discretion, determine imposes or may impose a material burden on its systems, processes and/or infrastructure; or (vi) in a manner that we, in our absolute discretion, determine causes or is likely to cause disruption to or interference with the Service. The Service is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, copy, licence, create derivative works from, transfer for any commercial purpose all or any portion of the Service.
14. Events outwith our control may adversely affect the Service from time to time. It is subject to the limitations of the technology that supports it and it may be adversely affected by network coverage and performance. It may also be adversely affected by other operational factors such as the capabilities of your mobile device. We shall have no liability, on any basis, for any failure, delay or error in connection with the Service and/or its transmission.
15. Map locations and directional services are illustrative only and we give no warranty or other assurance with regard to their completeness or accuracy. You are responsible for verifying the accuracy and completeness of map location data relative to of each entry carried on the Service and all (if any) directional services relative thereto. We have no responsibility to you in respect of your use of map locations or directional services carried on the Service.
16. The Service contains features that rely on third party providers and, by your acceptance hereof, you acknowledge that: (i) we have no input to or control over those third party providers and/or their services and products; (ii) one or more of those third party providers may amend, vary or terminate its/their service and/or products at any time with a consequent impact on the Service; and (iii) we may be unable to provide a particular aspect of the Service to you if you fail to satisfy the criteria of the third party concerned. The Service may enable you to use third party tools and/or aids and you acknowledge and agree that your use thereof is subject to the terms of use of the third party concerned and we shall not be responsible, in any way or on any basis, in connection with your use and/or the availability or non-availability thereof.
17. You shall be deemed to have given us your consent to use all (if any) material that you supply to us from time to time and that in whatever way and in whatever medium that we, in our absolute discretion, determine and you acknowledge that: (i) we shall not be under any obligation to use any or all of such material; (ii) we shall, in our absolute discretion, be entitled to vary and amend such material; (iii) we shall, in our absolute discretion, be entitled to suspend or terminate the publication of such



material or refuse to carry it on the Service; (iv) we shall, in our absolute discretion, be entitled to publicise your name, address and other personal information on the Service in connection with such material; and (v) we have no obligation to review or verify such material and its contents are and shall, at all times, remain wholly your responsibility.

18. In providing material to us for publication on the Service, your ownership of and freedom to use it shall remain unaffected and you represent and warrant to us that the material: (i) does not infringe the rights of any third party; (ii) is owned by you or you are otherwise entitled to make use of it and have the same carried on the Service; (iii) does not infringe the copyright or other intellectual property rights of a third party; (iv) is not unlawful, illegal, misleading, untrue, defamatory, threatening, offensive, bullying, discriminatory, oppressive, abusive or inappropriate; (v) does not infringe the privacy or other rights of a third party; (vi) does not contain any computer viruses or other features that will or may interfere with the Service; and (vii) does not contain any form of spam or other feature intended to operate in a similar way to spam.
19. You represent and warrant to us that you are not located in a country that is subject to a UK and/or US Government embargo or that has been designated by the UK and/or US Government as a "terrorist supporting" country and you are not listed on any UK and/or US Government list of prohibited or restricted parties.
20. Without prejudice to any other provision of the Terms and to the maximum extent permitted by law, the liability of each of us, our employees, agents, officers and associated companies to you in connection with the Service (whether directly or indirectly) re one or more of the following is expressly excluded: (i) consequential, indirect, special or exemplary damages; (ii) indirect losses; (iii) lost opportunity; (iv) injury to reputation or goodwill; (v) lost data; (vi) lost revenue or profits; and (vii) third party losses.
21. Our aggregate liability to you for any and all claims (howsoever and whensoever arising) shall not exceed £250.
22. Nothing contained in these Terms seeks to exclude or restrict our liability for fraudulent misrepresentation or death or personal injury arising from our negligence.
23. We may, in our absolute discretion and without the necessity of notice, vary the Terms at any time. By continuing to use the Service thereafter, you are deemed to have accepted the Terms as varied.
24. The Service uses software and content which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, the software or the content available on the Service in whole or in part. The term "Our Buzz", the Our Buzz logo and other Our Buzz logos, product, service names and straplines are the exclusive trade marks of Our Buzz Limited and used by us under licence. You may not use or display those trade marks in any manner without the prior written permission of Our Buzz Limited.
25. If you have any reason to believe that any part of the Service infringes the rights of others, please notify us by email to customerservice@ourbuzz.co.uk. It is our policy to investigate any allegations of infringement brought to our attention. We reserve the right, in our sole discretion, to immediately suspend and/or terminate access to all or part of the Service of any user who is alleged to have posted infringing materials or link to infringing materials and to immediately remove or disable the allegedly infringing content.



26. The Terms and any claim under them (whether contractual or otherwise) is governed by English Law and subject to the exclusive jurisdiction of the courts of England and Wales.