# Terms of use

Centurian Media Limited

Terms of use copyright Centurian Media Limited.

COMPANY NUMBER: 11730376

REGISTERED OFFICE ADDRESS: 71-75 Shelton Street London Greater London WC2H 9JQ

UNITED KINGDOM

Updated: 20 February 2019

#### 1. Introduction

- 1.1. These are the Terms and Conditions of Use ("Terms") for the websites of Professional Salon and Spa, our related mobile applications or other similar devices, and our tools (the "Site"). Our Site is owned and operated by Centurian Media Limited ("we", "us" or "our").
- 1.2. The Site is provided to you free of charge for your personal use, subject to these Terms and our Privacy Policy. Please read these Terms and our Privacy Policy before using our Site. By using our Site you are agreeing to be bound by these Terms and our Privacy Policy. If you don't agree to these Terms or our Privacy Policy, you should stop using and accessing the site. If you breach any of these Terms, your right to access and use the Site will cease immediately.
- 1.3. These Terms explain:
- How our site operates
- What you can do with our content
- · Your rights and responsibilities
- 1.4. We may update these Terms at any time. We will let you know what these changes are by posting them to this page, but it is your responsibility as a user to make sure you're aware of them, by checking for any changes on a regular basis. Changes will become effective as soon as they are posted. If you continue to use our Site after the posting of changes to these Terms, your use of the Site indicates your agreement to be bound to the new Terms.

#### 2. What we do

Our Site is all about sharing information on products, people, news, features and general information relating to manufacturing, installation and professional security service providers and professionals. We provide regularly updated general information, news, opinions and links with our views relating to the international security market. The information you read on our Site is the opinion of our individual staff and not that of Centurian Media Limited as a company.

### 3. What we don't do

Information on our Site does not constitute any form of advice, recommendation, representation, endorsement or arrangement by us. Given that the impact of any information expressed on our Site can vary widely based on your particular circumstances, you should always carry out your own research into any product or general information that is of interest to you featured or contained on this website.

# 4. Privacy Policy

We take your privacy seriously. Please read our <u>Privacy Policy</u> to see how we collect, use and protect your personal information.

# 5. Links

#### Links on our Site

- 5.1. Our Site includes details on, or links through to, other websites. We don't control the accuracy or completeness of that information and cannot accept any responsibility for the content of those websites. You take full responsibility for using that information and verifying it and for any decision to use, purchase or refrain from purchasing any of the services or products mentioned on a linked site. If you do purchase products or services from another website, please read its contract carefully before deciding to buy. Remember: your contract for those products or services will be with that website, not us
- 5.2. When you use other websites, any personal information you give them will be dealt with in line with their privacy policies, not ours, so please read the privacy policies of each and every such website before using them!

# Links from your website

- 5.4. You are only permitted to link to our Site with our prior written consent provided you:
- 5.4.1. comply with these Terms and all applicable laws;
- 5.4.2. do not use any of our trade marks or logos; without our prior written consent provided you:
- 5.4.3. link only to those pages (including our homepage, where relevant) we have given you our permission to link to;
- 5.4.4. do not in any way imply that we are endorsing you, your website, or its products or services;
- 5.4.5. do not misrepresent your relationship with us or present false information about us;
- 5.4.6. do not infringe any intellectual property or other rights of any person or otherwise breach all relevant laws and regulations;
- 5.4.7. do not have content in your website that could be considered distasteful or offensive.

If you breach these terms, we have the right to require that your link is removed and to take whatever other action we think appropriate.

#### 6. Our content

- 6.1. All of the content on our Site is owned by us or our licensers and is protected by English and international copyright laws.
- 6.2. Our content includes any information, features of, or other material found on our Site. You are allowed to use our content for personal, non-commercial use only. You may make one copy of extracts from this Site on any single computer for personal, individual use only, provided that all copyright and proprietary notices are kept intact. Apart from that, none of our content may be republished, posted, transmitted, stored, sold, distributed or modified without our prior written consent.
- 6.3. The trade mark Professional Salon and Spa among others, are owned by Centurian Media Ltd. All other brand names and trade marks that appear on this Site are trademarks or trade names of their

respective holders. No permission is given to use any of these brands or marks and any such use may constitute an infringement of the holders' rights.

#### 7. User content

- 7.1. When you post content on our Site or social media channels, you agree and represent that you have created that content. You still own any copyright in the text that you post on our Site. However, when you post text, images, video or other media, you expressly grant us a perpetual, fully transferable, worldwide royalty-free licence to republish that text on our Site and to use/redistribute/make available and/or sell that text in any format and on any platform, either now known or hereinafter invented anywhere in the world as part of an edited compilation or otherwise.
- 7.2. We, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish your content at our or their sole discretion. We may remove your content from use at any time. You acknowledge and accept that the technical requirements of our Site may result in changes to your content to conform with it. We take no responsibility for the deletion or failure to store postings of user content submitted by you or other Site users.
- 7.3. If you're aged under 16 you confirm you have the permission of your parent or guardian to submit content to us.

#### 8. Social media

8.1. We accept no liability for user content on the Site provided by yourself

or by others, including any reliance on the accuracy or completeness of such user content. You acknowledge and accept that user content posted on our Site is the opinion of the person posting only and in no way reflects our opinions or attitudes. You further acknowledge and accept that we have no obligation to moderate any content posted by you and other users on the Site.

8.2. You warrant that the content you post does not contain extremist views, appear to incite or promote terrorist activities and is not obscene, fraudulent, libellous, threatening, harassing, abusive, hateful or embarrassing to any other person as determined by us in our sole discretion, or illegal. You further warrant that the content you submit to us does not infringe any intellectual property right or proprietary or privacy right of any party or individual.

You agree not to:

- 8.2.1. post or transmit advertisements for or solicitations of business (whether openly, or under the false guise of an unconnected party);
- 8.3.2. after receiving a warning or otherwise being banned from the Site, continue to disrupt the normal flow of dialogue, post or transmit comments that are not related to the topic being discussed;
- 8.3.3. post or transmit chain letters or pyramid schemes;
- 8.3.4. impersonate another person;
- 8.3.5. disguise the IP address of the connection used to post any message;
- 8.3.6. post or transmit any files containing viruses or other harmful computer code;
- 8.3.7. harvest or otherwise collect or use information about others, including email addresses, without their explicit consent;
- 8.3.8. allow any other person or entity to use your identification for posting or viewing comments or for communicating with other users;

- 8.3.9. post the same note more than once or spam;
- 8.3.10. knowingly post untrue information about another person or business with the intention of harming their reputation or livelihood;
- 8.3.11. engage in any other conduct that restricts or inhibits any other person from using or enjoying these areas of our Site, or which, in our judgement, exposes us to any liability or detriment of any type;
- 8.3.12. intentionally make false or misleading statements about investments, their price or their prospects. If you do, you may be committing a criminal offence;
- 8.3.13. post either intentionally or otherwise, any material that could have the effect of manipulating the market value of any investment. This may be a criminal offence; or
- 8.3.14. give investment advice by way of business or make financial promotions.

# 9. Disclaimer of warranties & liability, indemnity, general & changes

- 9.1 We provide our Site in good faith but we can't and don't warrant the completeness, truth or accuracy of the information or other content or postings found on our Site, or their usefulness for any particular purpose. You acknowledge and agree that: (i) your use of the Site is at your own sole risk; and (ii) you bear full responsibility for your own decisions and that we shall not be liable for any action that you or others take or don't take based on your use of or reliance on information provided by us or other users of our Site.
- 9.2. Before you apply for any products via our Site it is very important you: (i) carefully read the terms and conditions of the product, the product provider's terms and conditions and any other terms applicable to the product; (ii) check all the information held by the product provider about you to ensure it is correct, complete and accurate. We make no representations and warranties as to any linked websites and Centurian Media Ltd has no liability or responsibility with respect to your use of such websites. It is your responsibility to: (i) ensure the product matches your requirements and that you agree to the terms and conditions of the product before you apply for it; and (ii) identify and correct any mistakes or errors in the information about you held by the product provider before you apply for any product. We cannot accept any responsibility or liability for any loss or damage you may suffer or incur: (i) in the event that any product you apply for does not meet your requirements, or is not suitable for you; or (ii) if any information about you held by the product provider is not correct, complete and accurate; or (iii) if it is misleading, or if you have failed to disclose all relevant facts. If you're in any doubt as to whether any information is relevant or required to be disclosed, or that something may be incorrect, you should disclose it to your proposed provider before you apply for the product.
- 9.3. We do not accept any responsibility or liability for the accuracy or reliability of any statement made on the Site by anyone other than authorized Centurian Media employees acting in such capacity.
- 9.4. We don't promise that your access to our Site, or its content will be delivered uninterrupted, timely or error-free, or that the Site will be free from viruses or other harmful properties. It's your responsibility to implement satisfactory safeguards and procedures to make sure any files you obtain through our Site are free from such contaminations or other harmful properties.
- 9.5. THE EFFECT OF WHAT IS SET OUT HERE IS THAT YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTEDBY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHERIN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, UNDERNO CIRCUMSTANCES WILL WE OR OUR AFFILIATES, INCLUDING, WITHOUTLIMITATION, OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, BE HELD LIABLE TO YOU OR ANY OTHERPARTY FOR ANY DIRECT, INCIDENTAL OR OTHER TYPE OFDAMAGE, LOSS, OR INJURY RESULTING FROM YOUR USE ORDOWNLOADING OF ANY CONTENT ON OUR SITE.

## 10. Indemnity.

You agree to indemnify, defend and hold harmless us, our directors, officers, employees and licensers from and against any claim, liability, cost, damage or loss we may incur (including reasonable legal fees) as a result of any material that you post or transmit on our Site, Social Media or via any other communications systems, any actions you take which disrupt access to and/or the functioning of our Site or any breach by you of your obligations under these Terms.

# 10. General

- 11.1. If any of these provisions is deemed invalid, void or unenforceable that provision will be deemed severable from the rest and will not affect the validity and enforceability of any remaining provisions.
- 11.2. Our failure or delay to exercise any provision of these Terms shall not be construed as a waiver of any provision or right.
- 11.3. These Terms shall be governed by the laws of England and any dispute between us will be resolved exclusively in the Courts of England.

# 12. Changes.

These Terms were published in February 2019.

Any questions? If you have any questions about our Site or these Terms, please contact us on Victor@centurianmedia.com or by post at Centurian Media, The Maidstone Studios New Cut Road Vinters Park Maidstone Kent ME14 5N

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