

TERMS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR OTHERWISE USING THIS SITE AND ANY PAGES THEREOF, YOU AGREE THAT YOU ARE BOUND BY THESE TERMS AND CONDITIONS. FURTHERMORE, BY ACCESSING/USING THIS SITE, YOU REPRESENT (i) YOU HAVE THE CAPACITY TO BE BOUND BY THESE TERMS AND CONDITIONS AND (ii) IF YOU ARE ACTING ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY. IF YOU DO NOT AGREE, DO NOT USE OR ACCESS ANY SITE OR ANY PORTION THEREOF

1. These Terms of Use apply to your use of the site and any associated site, forum, chat room or social media site (together "**Site**"). The Sites provide a range of information, comments, data, links and images although we attempt to provide materials that are useful, we do not provide any warranty as to the accuracy, correctness, reasonableness, completeness or currency of the content, information, comments, data, links and images, many of which are provided by third parties and may not have been vetted by us and may not express opinions that we agree with. You should not rely on the information or comment, particularly where it might cause you or others to suffer any loss, damage or stress. If you have any concerns about anything posted on a Site, you should notify us immediately. The Sites and contents are made available on an "as is" and "with all faults" basis and we make no (and expressly disclaim all) content, information, comments, data, links and images of any kind, express or implied, with respect to the Sites and the information, content, materials and products included or identified in the Sites including, without limitation, warranties of merchantability, fitness for a particular purpose, and accuracy.
2. You may only use any Site for your own personal non-commercial use. You must not copy, amend, alter, copy or use the Site or any content thereon for any other purpose. You must not use the Site as an information or news source to create your own content and you acknowledge that this is a breach of our rights.
3. We may monitor your use of our Site to ensure that content complies with the philosophy of the Thanet Road Club and is not being used in any way other than as expressly permitted by us.
4. We accept no responsibility for any third-party content or advertising on the Site.
5. As long as you comply with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited licence to enter and use any Site. However, we reserve the right, in our sole discretion, to (i) change, modify, add or remove the whole or any part of any postings on any Site and any content posted or offered for posting by you, (ii) to remove your access to any Site, and/or (iii) to limit or terminate your ability to post any content to any Site.
6. As used in this document, "content" means all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, data, links, images and computer code contained on the Site, including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content.
7. **ACCEPTABLE USE**

You agree and undertake that any use by you of a Site shall be in accordance with the following conditions:

- 7.1 You will not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of any Site or any content, or in any way reproduce or circumvent the navigational structure or presentation of any Site or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through any Site. We reserve the right to monitor and to bar any such activity and your use of any Site; you hereby authorise us to monitor your use of all Sites and content.
- 7.2 You will not attempt to gain unauthorised access to any portion or feature of any Site, or any other systems or networks connected to the Site or its server, or to any of the services offered on or through any Site, by hacking, password “mining” or any other illegitimate means. You will not probe, scan or test the vulnerability of any Site or any network connected to any Site, nor breach the security or authentication measures on any Site or any network connected to any Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to any Site.
- 7.3 You will not take any action that attempts to interfere with the proper working of or imposes an unreasonable or disproportionately large load on the infrastructure of any Site or our systems or networks, or any systems or networks connected to any Site.
- 7.4 You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmission you send to any Site on or through any Site or any service offered on or through any Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- 7.5 You may not use any Site or any content for any purpose that is unlawful, or to solicit the performance of any illegal activity or other activity which infringes our rights or rights of others.
- 7.6 You will not post or transmit through any Site any defamatory, threatening, obscene, harmful, libellous, comprises a personal attack on an Internationaal and/or National Musto Skiff Association (MSCA) member, sponsor or Licensed Manufacturer, is unreasonable, pornographic, or contains illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality or rights of privacy) or cause distress or inconvenience. You will not express opinions that are vulgar, crude, sexist, racist or otherwise offensive, or which may adversely affect the reputation of MSCA or any MSCA member or sponsor. You will always treat other users, MSCA members, sponsors and Licensed Manufacturer with respect and be objective.
- 7.7 You will not post or otherwise make available on any Site any material, which you do not own without the express permission of the owner of the material.
- 7.8 You will not copy, download, reproduce, republish, frame, transmit in any manner whatsoever, any material on any Site except as is strictly necessary for your own personal non-commercial use.

8. **SECURITY**

Certain features or services offered on or through the Site may require you to register (including setting up a User ID and password). You are entirely responsible for maintaining the confidentiality of your registration information including your password and for any and all activity that occurs under your registration as a result of your failing to keep this information secure and confidential. You agree to notify us immediately of any unauthorised

use of your user ID or password, or any other breach of security. You may be held liable for losses incurred by us or any other user of or visitor to any Site due to someone else using your User ID, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's user ID or password at any time without the express permission and consent of the holder of that user ID or password. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

9. CONTENT

9.1 All content on any Site, is owned, controlled or licensed by and to us, and is protected by law, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. If you contribute any content, data and/or images you hereby grant to us an irrevocable royalty free license in perpetuity to use, publish, derive works from, distribute, adapt, amend, copy, edit, republish, and redistribute (in part or in whole) in all forms all content, information, comments, data, links and images that you may post or offer for posting on a Site. You also confirm that you have the legal and moral right to post or offer for posting said materials and indemnify us against any claims by any party relating to said content, information, comments, data, links and images that we may post. Further, you hereby waive all moral rights in all content, information, comments, data, links and images posted or offered for posting.

9.2 You acknowledge that by posting materials on any Site, you grant to us and our licensors and assigns, an irrevocable, perpetual, royalty free, worldwide licence to use the materials within any Site. The licence extends to copying, adapting and editing the materials for use on any Site.

10. LIABILITY FOR INFORMATION PROVIDED ON THE SITE

10.1 We are not liable for any material posted on a Site including by advertisers and users, and we are not responsible for and do not endorse such material and accept no responsibility for its accuracy.

10.2 We reserve the right to monitor the contributions made and may respond to or comment upon communications made by you and edit, refuse to post, or remove any content from the bulletin boards (if any) or otherwise that may be available through our Site from time to time, in our absolute discretion. No failure to remove particular material constitutes an endorsement or acceptance of it by us.

10.3 We are not responsible or liable for the content, accuracy, timing or reliability of any information or statements contained within a Site, or for statements, advice and/or opinions made or given by users (except as required by law). If you have any claim arising from the actions or statements of another user, you agree to pursue such a claim only against that user and not from us.

10.4 We will endeavour to provide the Site using all reasonable care. Except as required by law, we will not be responsible or liable for the quality, accuracy or fitness for a particular purpose of the Site and do not promise that the material contained in a Site, or any of the functions contained in the Site or its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

10.5 We will be liable for any fraudulent misrepresentations we make and for any death or personal injury caused by our negligence. We will not be responsible or liable to you for any

other loss or damage that you or any third party may suffer as a result of using or in connection with your use of any Site.

11. DISCLAIMERS

11.1 WE DO NOT PROMISE THAT ANY SITE OR ANY CONTENT, SERVICE OR FEATURE OF ANY SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF ANY SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON ANY SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. WE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM A SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF ANY SITE AND/OR ANY SERVICE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF A SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH ANY SITE OR ANY CONTENT IS TO STOP USING ANY SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

11.2 The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

11.3 We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to a Site, or any portion of the Site, for any reason; (2) to modify or change any Site, or any portion of any Site, and any applicable policies or terms; and (3) to interrupt the operation of any Site, or any portion of any Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

11.4 **Limitation of Liability.** Except where prohibited by law, in no event will we be liable to you for any loss of (i) profits (ii) business interruption (iii) goodwill or reputation or otherwise, or for any indirect, consequential, exemplary, incidental, punitive, special damages or loss (howsoever arising), including any indirect or consequential losses, and legal fees, even if we have been advised of the possibility of such damages.

11.5 If, notwithstanding the other provisions of these Terms of Use, we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of a Site or any Content, our liability shall in no event exceed GBP£100.00.

12. INDEMNITY

You hereby indemnify us, on demand, and hold us, our officers, directors, members, predecessors, successors in interest, employees, agents, sponsors, subsidiaries, related National Associations and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party due to or arising out of or in connection with your use of the Site.

13. BREACH OR NON-COMPLIANCE WITH TERMS OF USE

- 13.1 We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of any Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of any Site, including our customers and advertisers. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure, including exchanging information with other companies and organisations for fraud protection purposes.
- 13.2 You acknowledge and agree that we may preserve any transmittal or communication by you with us through any Site or any service offered on or through a Site, and may also disclose such data if required to do so by law or we determine that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data privacy breaches or the rights of others, or (4) protect our rights, property or the personal safety of our employees, users of or visitors to any Site, and the public.
- 13.3 You agree that we may, in our sole discretion and without prior notice, terminate your access to any Site and/or block your future access to any Site if we determine that you have breached or failed to comply with any one or more of these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any breach or non-compliance by you of these Terms of Use will constitute an unlawful and unfair practice, and may cause irreparable harm to us, for which monetary damages would be inadequate, and you consent to us obtaining any injunctive or equitable relief that we may deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have against you at law or in equity.
- 13.4 You agree that we may, in our sole discretion and without prior notice, terminate your access to any Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through any Site, or (4) unexpected technical issues or problems.
- 13.5 If we do take any legal action against you as a result of your breach of these Terms of Use, we will be entitled to recover from you, and you undertake to pay, on demand, all reasonable legal fees and costs of such action, in addition to any other relief granted to us. You agree that we will not be liable to you or to any third party for termination of your access to any Site as a result of any breach or non-compliance of these Terms of Use.

14. PRIVACY

- 14.1 We shall comply with all applicable UK data protection legislation from time to time in place in respect of any personal information relating to you gathered by us.
- 14.2 Please Contact us to notify us of any changes to the information you have previously given or if you wish to withdraw your consent to our using your User Information for any stated purposes or for any form of promotional contact.

15. TERMINATION AT OUR DISCRETION

We reserve the right immediately to terminate your use of the Site if you breach or do not comply with any of our Terms of Use or we have reasonable grounds to believe that you are likely to breach these terms and conditions or you otherwise engage in conduct which we determine in our sole discretion to be unacceptable.

16. GOVERNING LAW; DISPUTE RESOLUTION

16.1 You agree that all matters relating to your access to or use of any Site, including all disputes, will be governed by the laws of England and without regard to its conflicts of laws provisions. You agree to the exclusive jurisdiction of the Courts of England and Wales and waive any objection to such jurisdiction or venue.

16.2 In the event of any controversy or dispute between us and you arising out of or in connection with your use of any Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

17. FEEDBACK

Should you wish to make any comments to us about any Site or if you have any questions relating to the same please contact us at the Contact us.