

Origin Lounge Website Terms of Use

1. User Terms

These User Terms apply to this Origin Lounge (“OL”) website.

In accordance with the following user terms ('User Terms'), OL grants you as an authorised user ('User' or 'you') of this website (the 'Website') certain rights (as set out below) and in return you agree to perform certain obligations. These User Terms form a binding contract between you and OL. By using this Website, you therefore confirm that you are 18 years old or more, or if you are under 18 years old that you are 13 years of age or more and have received your parent's or guardian's consent to enter into these User Terms.

Please read these User Terms carefully before using the Website. By using the Website, you are deemed to have accepted these User Terms. These User Terms apply whatever method you have used to access the Website, including but not limited to the web, digital television services and mobile phone and all other internet enabled devices. If you do not agree to any part of these User Terms you should stop accessing this Website and navigate away from it.

If you register for any services, forums or enter any prize competitions or other promotions on the Website, separate terms and conditions which are located on the Website may also apply in addition to these User Terms. OL's Standard Competition Terms and Conditions shall also apply to any competitions in addition to these User Terms. Please click [here](#) to see OL's Standard Competition Terms and Conditions. In the event of a conflict between any additional terms and conditions located on the Website and these User Terms such additional terms shall prevail.

2. Information about us

This Website is operated for the OL by Vision Critical Research Solutions, a company registered in England and Wales under company number 6452616 whose registered office address is at 17 Hatfields , London, SE1 8DJ.

3. Registration

Some services on the Website may be restricted to users that have registered their details with us and created an account. If you decide to register for one of these services you agree:

- that your account details are personal to you and you shall not disclose your account details to any third party;
- that you will not allow a third party to use your password for the purposes of gaining entry to services meant for registered users only and that you will take all reasonable steps to ensure that your user details are kept confidential and secure; and
- that you will not create an account using false information or impersonate another person when registering for a service on the Website.

We may cancel your account at anytime if for any reason we believe you have breached these requirements. We also reserve the right to disable your account details, whether chosen by you or allocated by us, at any time if in our sole opinion you have failed to comply with any part of these User Terms.

4. Accessing the Website

Accessing our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice. We will not be liable for any reason if the Website remains unavailable at any time or for any period.

Access may be restricted to some parts of the Website, or the entire site, to users who have registered with us.

You are responsible for making all arrangements necessary for you to have access to our site (including taking necessary steps to ensure you use up to date anti-virus software). You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these User Terms, and that they comply with them.

Any commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

5. Use of the Website / Acceptable Use Policy

Your use of the Website shall be subject to complying at all times with our Acceptable Use Policy in this clause 5.

For the purposes of these User Terms:

"Material" shall include but is not limited to: software, documentation, text, pictures, sounds, graphics, articles, video or audio clips, and other material published on the Website.

We are either the owner or the licensee of the intellectual property rights in the Website and the Material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

5(a) Accessing our Material

You are entitled to access and print the Material for your own personal private and non-commercial use only, provided that you do not:

- download or print any Material in a systematic or regular manner so as to create a database (electronic or paper form);
- remove any notices relating to the ownership of copyright or other intellectual property rights in the Material;
- modify, translate, reverse engineer, reproduce, decompile, disassemble or create derivative works of any of the Material; or

- rent, lease, sub-license, loan, copy, commercially exploit or give or transfer any rights in the Material in any form, to any person or entity without our prior written consent.

Our status (and that of any identified third party contributor or rights holder) as the author of the Material must always be acknowledged.

If you print off or otherwise copy any part of the Website or Material in breach of these User Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the Material you have made.

You are not authorised to download or copy any music or videos which we may grant you access to on the Website without our explicit written consent in each instance.

5(b) Prohibited uses

You further agree that you will not use the Website for any of the following purposes:

- to send or distribute multiple unsolicited emails or messages ('Spam') or to cause any other person annoyance, inconvenience or worry;
- for any purposes connected to any business, including sending any unsolicited advertisements or promotional material;
- to use or attempt to use any software, engine, or any other means to navigate or search the Website other than the navigation tools and search facilities available on the Website and general third party browsers;
- to carry out any activities in relation to "screen scraping" or "database scraping" to obtain lists of users, URLs, internet keywords or other information;
- to access the Website by any means other than through the interface that is provided by OL for use in accessing the Website;
- to use or transmit any material that contains software viruses or any other computer code, file or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including but not limited to the Website;
- to do anything which imposes an unreasonable or disproportionately large load on the Website's infrastructure;
- to interfere with or disrupt the Website and/or any of its services or servers or networks connected to the Website or disobey any requirements, procedures, policies or regulations of networks connected to the Website; or
- to collect or store personal data about other users of the Website whether or not for commercial purpose without their consent. This includes the posting of phone numbers,

addresses or any other private information without the express permission of that individual.

5(c) Submission of Material to the Website

You agree that any Material submitted by you for publication on the Website, including but not limited to any Material sent via Forums, chat services, feedback, bulletin boards or articles or any other Material submitted for publication on the Website or in using any of the Website services is done so on the following terms:

- you will not submit Material that is offensive, abusive, indecent, defamatory, obscene;
- you will not submit any Material which infringes the intellectual property rights of any third party or in breach of any obligation of confidentiality by which you are bound - all Material must be owned by or created by you;
- you grant to us a worldwide, royalty free licence to use the Material in perpetuity in any format and on any media, this means for example that we may use your Material on the Website and on any other websites operated by OL;
- we reserve the right not to publish the Material submitted and to make additions or deletions to the Material, prior to publication;
- we reserve the right to remove and/or delete the Material submitted by you without notice;
- we reserve the right to cut and crop any photographs or graphical images submitted by you at our discretion and to alter any Material such that we can make it available on the Website;
- you acknowledge that you are solely responsible for the Material you submit and that we do not screen the Material prior to its publication on the Website, and therefore any opinion submitted by you shall be accurate and/or genuinely held;
- we reserve the right to share your identity with any third party who is claiming that any Material posted or uploaded by you to the Website violates these User Terms;
- we may identify you as the contributor of any Material, and you waive any moral rights you may have in respect of our use of the Material.

Our Community Rules expand upon the points above.

6. Competitions and Promotions

We may run competitions and promotions on the Website from time to time. In addition to these User Terms, such competitions and promotions shall be subject to OL's Standard Competition Terms and Conditions and any additional terms notified to you at the time.

7. Community Rules

Please see our community rules for guidance on using our forums.

8. Data Protection

Please see our privacy policy for details on how we process the information collected about you through your use of the Website. The Privacy Policy is incorporated into these User Terms.

9. Third Party Advertising, Sites and Links

The Website may contain links to third party Websites which are controlled and operated by parties other than OL. The links will let you leave the Website and OL is not responsible for any content of any linked site or any link contained in a linked site. The inclusion of any link on the Website does not imply endorsement by OL of the linked site. If you decide to access linked third party websites, you do so at your own risk.

The Website contains advertising submitted by third parties. Such third parties are solely responsible for the content of such advertising and for ensuring that it complies with all relevant legislation and regulations. We do not accept any responsibility for the content of any third party advertising.

You may link to our Website home page, provided that you do so in a way that is fair and legal and does not (in our opinion) damage our reputation or take advantage of it, but you must not establish a link in such a way so as to suggest any form of association, approval or endorsement on our part where none explicitly exists.

You must not establish a link from any website that is not owned by you.

Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than our home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy (clause 5).

10. Disclaimer and Limitation of Liability

OL does not limit its liability for (i) death or personal injury to the extent only that it arises as a result of the negligence of OL, its employees, or OL contractors (ii) fraudulent misrepresentation and (iii) any other liability that we are not permitted to limit or exclude under applicable law. The remainder of this section shall not apply to such liability.

You acknowledge that OL, its directors, contractors, agents and employees shall not be liable to you in contract, tort, or otherwise for: any economic loss, (including without limitation, loss of revenue, business, contracts, profits or anticipated savings); any loss of goodwill or reputation; any loss of data; or any special, indirect or consequential loss that may result to you or a third party arising from your use of the Website (unless expressly set out otherwise in these User Terms).

You further acknowledge that OL gives no warranties of any kind in relation to the Website or the Material, and the Website is made available to you on an 'as is' basis. These User Terms are in lieu of all warranties, conditions, undertakings, terms, and obligations implied by statute, common law, usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

OL does not accept any liability for links on the Website to third party sites. If you decide to access linked third party sites you do so at your own risk.

To the extent that OL is deemed by a court of competent jurisdiction to have any liability to you in contract, tort (including negligence) or otherwise in relation to the Website, OL's entire liability shall be limited to £1,000 for any one incident or series of related incidents and up to £2,000 for all incidents in any period of 12 months.

11. Variation to the User Terms

OL reserves the right to vary the User Terms from time to time. Please check the User Terms regularly as your continued use of the Website following OL's posting of the amended User Terms will be regarded by OL as your acceptance of such amended User Terms. You should regularly review these User Terms to keep up to date with any changes.

12. Notices

You may send a legal notice to OL, or any questions you may have concerning these User Terms by email to legal@timeinc.com or by writing to Legal Department, Time Inc. (UK) Ltd, Blue Fin Building, 110 Southwark Street, London, SE1 0SU. Such notices will be effective three (3) days after sending.

OL may send you notice by general notice on the Website, by email to your email address on record with OL, or by post to the geographical address on record with OL. Such notice will be effective if sent by email or posted on the Website, one (1) day from the date it was sent or posted on the Website. If sent by regular post, it will be effective three (3) days after posting by OL.

13. General

For the purposes of these User Terms together with any other specific terms published on the Website, OL shall mean Origin Lounge, which is a trading name of Time Inc. (UK) Ltd.

These User Terms form the entire agreement between you and OL and supersede any other oral or written communications, agreements or representations with respect to your use of the Website.

Nothing in these User Terms affects your statutory rights as a consumer.

If any part of these User Terms is held by a court of competent jurisdiction to be unenforceable, the validity of the remainder of these User Terms will not be affected.

You acknowledge that OL has entered into these User Terms for its own benefit and for the benefit of each OL Group Company and these User Terms are intended to be enforceable by each Time Inc. (UK) Ltd Group Company by virtue of the Contracts (Rights of Third Parties) Act 1999.

Other than an Time Inc. (UK) Ltd Group Company, a person who is not a party to these User Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these User Terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Nothing in these User Terms shall be construed as creating a partnership, joint venture or agency relationship between you and OL.

If OL or any contractor of OL is unable to perform any obligation under these User Terms because of a matter beyond its reasonable control, including (but not limited to) fire, flood, explosion, war, civil disorder, industrial disputes (whether or not involving its employees), or other disasters or governmental laws and regulations imposed after the fact, or events beyond the reasonable control of OL or the OL contractor, neither OL nor any OL contractor will have any liability for that failure to perform.

No waiver by OL of a breach of any provision of these User Terms shall be considered to be a waiver of any prior or subsequent breach of the same or any other provisions and no waiver shall be implied by OL taking or failing to take any other action.

Your use of the Internet is solely at your risk and subject to all applicable laws, and OL has no responsibility for any information, software, services or other materials accessed or obtained by you using the Internet.

Unless otherwise specified on the Website, the Material available on the Website is directed solely at those who access the Website from the United Kingdom. OL makes no representation that any Material is appropriate for use elsewhere, or available in any other locations. Those who choose to access the Website from any other location are solely responsible for compliance with local laws and regulations if, and to the extent, that they are applicable.

These User Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales in relation to all matters arising out of or in connection with these User Terms (including non-contractual disputes or claims), although we reserve the right to bring proceedings against you for breach of these User Terms in your country of residence or any other relevant country.