

# Media Box Marketing Limited Website Disclaimer

## **1. Introduction**

- 1.1 This disclaimer governs the use of our website [www.mediaboxmarketing.co.uk](http://www.mediaboxmarketing.co.uk)
- 1.2 By using our website, you accept this disclaimer in full; accordingly, if you disagree with this disclaimer or any part of this disclaimer, you must not use our website.
- 1.3 Our website uses cookies; by using our website or agreeing to this disclaimer, you consent to our use of cookies in accordance with the terms of our Cookies Policy detailed below.

## **2. Credit**

- 2.1 This document was created using a template from [SEQ Legal](http://www.seqlegal.com) (<http://www.seqlegal.com>).

## **3. Copyright notice**

- 3.1 Copyright 2015 Media Box Marketing Limited
- 3.2 Subject to the express provisions of this disclaimer:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

## **4. Licence to use website**

- 4.1 You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser; and
  - (c) print pages from our website,subject to the other provisions of this disclaimer.
- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of this disclaimer, you must not download any material from our website or save any such material to your computer.
- 4.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 4.4 Unless you own or control the relevant rights in the material, you must not:
  - (a) republish material from our website, including republication on another website;

- (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;
  - (d) exploit material from our website for a commercial purpose; or
  - (e) redistribute material from our website.
- 4.5 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## **5. Acceptable use**

### 5.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of, or is linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities including without limitation scraping, data mining, data extraction and data harvesting on or in relation to our website without our express written consent;
- (e) use data collected from our website for any direct marketing activity including without limitation email marketing, SMS marketing, telemarketing and direct mailing.

5.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## **6. Limited warranties**

### 6.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

6.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or

explanation; and save to the extent expressly provided otherwise in this disclaimer, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

- 6.3 To the maximum extent permitted by applicable law and subject to Section 7.1, we exclude all representations and warranties relating to the subject matter of this disclaimer, our website and the use of our website.

## **7. Limitations and exclusions of liability**

7.1 Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

7.2 The limitations and exclusions of liability set out in this Section 7 and elsewhere in this disclaimer:

- (a) are subject to Section 7.1; and
- (b) govern all liabilities arising under the disclaimer or relating to the subject matter of the disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the disclaimer.

7.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

7.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

7.5 We will not be liable to you in respect of any business losses, including without limitation loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

7.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

7.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

7.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or this disclaimer (this will not, of course, limit or

exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **8. Variation**

- 8.1 We may revise this disclaimer from time to time.
- 8.2 The revised disclaimer shall apply to the use of our website from the time of publication of the revised disclaimer on the website.

## **9. Severability**

- 9.1 If a provision of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 9.2 If any unlawful and/or unenforceable provision of this disclaimer would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **10. Law and jurisdiction**

- 10.1 This disclaimer shall be governed by and construed in accordance with English law.
- 10.2 Any disputes relating to this disclaimer shall be subject to the exclusive jurisdiction of the courts of England.

# Media Box Marketing Cookies Policy

## **1. Introduction**

- a. Our website uses cookies.
- b. By using our website, you consent to our use of cookies in accordance with the terms of this policy.

## **2. About cookies**

2.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

2.2 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

- a. Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.
- b. Cookies can be used by web servers to identify and track users as they navigate different pages on a website and identify users returning to a website.

### **3. Our cookies**

3.1 We use both session and persistent cookies on our website.

### **4. Analytics cookies**

4.1 We use Google Analytics to analyse the use of our website.

4.2 Our analytics service provider generates statistical and other information about website use by means of cookies.

4.3 The information generated relating to our website is used to create reports about the use of our website.

4.4 Our analytics service provider's privacy policy is available at: <http://www.google.com/policies/privacy/>.

### **5. Third party cookies**

5.1 Our website also uses third party cookies.

### **6. Blocking cookies**

6.1 Most browsers allow you to refuse to accept cookies; for example:

in Internet Explorer (version 11) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";

in Firefox (version 36) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and

in Chrome (version 41), you can block all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.

6.2 Blocking all cookies will have a negative impact upon the usability of many websites.

6.3 If you block cookies, you may not be able to use all the features on our website.

### **7. Deleting cookies**

7.1 You can delete cookies already stored on your computer; for example:

- 7.2 in Internet Explorer (version 11), you must manually delete cookie files (you can find instructions for doing so at <http://windows.microsoft.com/en-gb/internet-explorer/delete-manage-cookies#ie=ie-11>);
- 7.3 in Firefox (version 36), you can delete cookies by clicking "Tools", "Options" and "Privacy", then selecting "Use custom settings for history" from the drop-down menu, clicking "Show Cookies", and then clicking "Remove All Cookies"; and
- 7.4 in Chrome (version 41), you can delete all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Cookies and other site and plug-in data" before clicking "Clear browsing data".
- 7.5 Deleting cookies will have a negative impact on the usability of many websites.

## **8. Statutory and regulatory disclosures**

- 8.1 We are registered as Mrs NJ Matthews MCIM with the [Chartered Institute of Marketing](#) in the *United Kingdom*
- 8.2 We subscribe to the CIM Professional Marketing Standards which can be consulted electronically at <http://www.cim.co.uk/learning/corporate/professional-marketing-standards/>

## **9. Our details**

- 9.1 This website is owned and operated by Media Box Marketing Ltd
- 9.2 We are registered in England and Wales under registration number 8503124, and our registered office is 17 Glasshouse Studios, Fryern Court Road, Fordingbridge, Hampshire SP6 1QX
- 9.3 Our VAT number is 164029912
- 9.4 Our principal place of business is 8 Glasshouse Studios, Fryern Court Road, Fordingbridge, Hampshire SP6 1QX
- 9.5 You can contact us by writing to the business address given above, by using our website contact form, by email to <mailto:hello@mediaboxmarketing.co.uk> or by telephone on +44 (0)1425 207150