

# acesportingartist.com Terms & Conditions

## 1. Introduction

acesportingartist.com is owned and operated by Ace - Mick Thornley.

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

Our website uses cookies. By using our website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our **privacy policy**.

## 2. Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter).

## 3. Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not 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.

You must not 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.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

#### **4. Limited Warranties**

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

#### **5. Limitations and Exclusions of Liability**

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

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

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

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.

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

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

#### **6. Indemnity**

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions

#### **7. Breaches of these Terms and Conditions**

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

#### **8. Variation**

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply

to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

#### **9. Assignment**

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

#### **10. Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision 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.

#### **11. Exclusion of Third Party Rights**

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

#### **12. Entire Agreement**

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

#### **13. Law and Jurisdiction**

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **acesportingartist.com Privacy Policy**

We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.

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

#### **1. What Information do we Collect?**

We may collect, store and use the following kinds of personal information:

(a) information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views, website navigation;

(b) information relating to any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our goods or services;

(c) information that you provide to us for the purpose of registering with us;

(d) information that you provide to us for the purpose of subscribing to our website services, email notifications and/or newsletters;

(e) any other information that you choose to send to us.

## **2. Cookies**

A cookie consists of information sent by a web server to a web browser, and stored by the browser. The information is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

We use “session” cookies on the website. We will use the session cookies to: keep track of you whilst you navigate the website.

Session cookies will be deleted from your computer when you close your browser.

We may use Google Analytics to analyse the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store this information. Google's privacy policy is available at: [www.google.com/privacypolicy.html](http://www.google.com/privacypolicy.html)

Our advertisers may also send you cookies.

Most browsers allow you to reject all cookies, whilst some browsers allow you to reject just third party cookies. Blocking all cookies will, however, have a negative impact upon the usability of many websites, including this one.

## **3. Using your Personal Information**

Personal information submitted to us via this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

We may use your personal information to:

- (a) administer the website;
- (b) improve your browsing experience by personalising the website;
- (c) enable your use of the services available on the website;
- (d) send to you goods purchased via the website, and supply to you services purchased via the website;
- (e) send statements and invoices to you, and collect payments from you;
- (f) send you general (non-marketing) commercial communications;
- (g) send you email notifications which you have specifically requested;
- (h) send to you a newsletter and other marketing communications relating to our business (or the businesses of carefully-selected third parties) which we think may be of interest to you by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications).
- (i) provide third parties with statistical information about our users – but this information will not be used to identify any individual user;
- (j) deal with enquiries and complaints made by or about you relating to the website.

We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing.

#### **4. Disclosures**

We may disclose information about you to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes as set out in this privacy policy.

In addition, we may disclose your personal information:

- (a) to the extent that we are required to do so by law;
- (b) in connection with any legal proceedings or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
- (d) to the purchaser (or prospective purchaser) of any business or asset which we are (or are contemplating) selling; and
- (e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

Except as provided in this privacy policy, we will not provide your information to third parties.

#### **5. International Data Transfers**

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy.

Information which you provide may be transferred to countries including the United States, Japan, which do not have data protection laws equivalent to those in force in the European Economic Area.

In addition, personal information that you submit for publication on the website will be published on the internet and may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

You expressly agree to such transfers of personal information.

#### **6. Security of your Personal Information**

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

You are responsible for keeping your password and user details confidential. We will not ask you for your password (except when you log in to the website).

#### **7. Policy Amendments**

We may update this privacy policy from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes.

We may also notify you of changes to our privacy policy by email.

## **8. Your Rights**

You may instruct us to provide you with any personal information we hold about you. Provision of such information will be subject to:

(a) the payment of a fee and

(b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

We may withhold such personal information to the extent permitted by law.

You may instruct us not to process your personal information for marketing purposes by email at any time. In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt-out of the use of your personal information for marketing purposes.

## **9. Third Party Websites**

The website contains links to other websites. We are not responsible for the privacy policies or practices of third party websites.

## **10. Updating Information**

Please let us know if the personal information which we hold about you needs to be corrected or updated.

## **11. Contact**

If you have any questions about this privacy policy or our treatment of your personal information, please write to us by email at [ace@acesportingartist.com](mailto:ace@acesportingartist.com)

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