

North Doodle Limited

Website Terms of Use

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY. THESE TERMS APPLY TO YOUR USE OF ALL OR ANY PART OF THIS WEBSITE AND TO ANY EMAIL CORRESPONDENCE BETWEEN NORTH DOODLE LIMITED AND YOU.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND/OR OUR PRIVACY POLICY, PLEASE DO NOT USE THE WEBSITE.

PLEASE USE THIS WEBSITE RESPONSIBLY.

1 Introduction

- (a) These Terms apply to the use of the Website www.northdoodle.com which is operated by North Doodle Limited.
- (b) All references in these website terms of use: to "Website" refer to this website located at www.northdoodle.com; to "we", "us" and "our" refer to North Doodle Limited; to "you" and "your" refer to you the Website user, to "Content" refer to the text, graphics, photographs, information and all other material displayed from time to time on the Website; to "Services" refer to the services that we offer from time to time from the Website and to "Terms" refer to these Website terms of use.
- (c) We reserve the right to amend these Terms from time to time and recommend that you review them regularly.

2 Information About Us

This Website is operated by us, North Doodle Limited. We are a company registered in England and Wales under company number 6666985. Our registered office is situated at 14 Church Terrace, Shap, Cumbria, CA10 3LA.

3 Your Access and Use

- (a) You agree to use this Website in accordance with these Terms.
- (b) The Website and the Services are only to be used by persons aged 18 years of age and over. Anyone under the age of 18 or users suspended or removed from the system by us for any reason shall not be entitled to use the Service. By registering on our Website, you confirm that you are 18 years of age or over.
- (c) Access to this Website may be suspended temporarily or permanently and without notice for any reason whatsoever. We give no guarantee as to the availability or continued availability of the Website.
- (d) We may modify the Website and/or the Content at any time with or without notice to you.
- (e) You are responsible for maintaining the confidentiality of your password and account. You are fully responsible for all activities that occur under your password or account with or without your knowledge and whether or not such use was made from your computer. If you knowingly provide your login

and password information to another person, we reserve the right to suspend or terminate your access to the Website. You agree immediately to notify us of any unauthorized use of your password or account or any other breach of security by contacting us at info@northdoodle.com.

- (f) Other than personally identifiable information which is covered by the Privacy Policy, any material or information that you transmit or post to this Website or e-mail to us (your "Non-Personal Information") will be considered non-confidential and non-proprietary. We will have no obligation to you with respect to your Non-Personal Information. By sending such Non-Personal Information to us you agree that we are free to copy, disclose, distribute, incorporate and otherwise use all Non-Personal Information for any and all commercial or non-commercial purposes.
- (g) You agree that YOU WILL NOT:
 - (i) use a user name which belongs to a third party;
 - (ii) attempt to access our systems or reverse-engineer, decompile, disassemble or otherwise tamper with the Website, its Content and/or any software used in connection with the Website;
 - (iii) post on or transmit to or from the Website any material that is threatening, defamatory, obscene, indecent, offensive, discriminatory, inflammatory, blasphemous, criminal, in breach of confidence or privacy or a third party's rights or which may otherwise cause annoyance or inconvenience;
 - (iv) use the Website for fraudulent or criminal activities;
 - (v) transmit any virus, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data onto the Website;
 - (vi) use any manual or automated software, devices, or other processes to "crawl" or "spider" any web pages contained in the Website;
 - (vii) monitor or copy, or allow others to monitor or copy, our web pages or the content included herein;
 - (viii) "frame" or otherwise simulate the appearance or function of this Website;
 - (ix) take any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorised access, or transmission or activation of computer viruses.
- (h) We will fully co-operate with all law enforcement authorities and court orders requesting or directing us to disclose the identity of or to locate anyone posting any defamatory, obscene or otherwise illegal material onto the Website and/or using the Website in respect of any fraudulent or otherwise illegal activity.
- (i) If you breach the Terms we reserve the right to withdraw your access to the Website at any time.

4 Copyright and Trade Marks

- (a) Unless otherwise stated, we and our licensors own the copyright, trade marks and all other intellectual property rights in all Content and expressly reserve all rights in the same.
- (b) You may print and download extracts from this Website for your own non-commercial use and in respect of your receipt of our Service, provided that you do not modify any of the Content, you do not use any graphics or photographs separately from their accompanying text and you do not remove any copyright or trade mark notification or other proprietary notices from such extracts.
- (c) Unless we state otherwise, all other reproduction or use of extracts of Content is strictly prohibited. In particular, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service or used for any commercial purposes whatsoever without our prior written permission.

5 Forums/Communities/Groups

- (a) The Website may contain and allow its users to submit material and/or post reviews of their gaming related experiences, as well as general postings of user names, messages and other communications in chat rooms, bulletin boards or other forums (**User Content**). If we provide such services, you expressly agree to use such services only to send User Content that is appropriate and that is related to the topic of the particular forum. **You are solely responsible for any User Content which you submit to the Website. We do not edit or control the User Content posted to or distributed on this Website including through any chat rooms, bulletin boards or other communications forums and we will not be in any way responsible or liable for such User Content. We nevertheless reserve the right for any reason in our sole discretion to remove at any time without notice any User Content and/or Website Content.**
- (b) Opinions which are expressed by users in any User Content are the opinions of the individual users themselves and do not in any way reflect the opinion of North Doodle Limited.
- (c) The following is a non-exhaustive list of the kind of User Content that is illegal or prohibited on the Website. We reserve the right to amend this list at any time and to investigate and take appropriate legal action in our sole discretion against anyone who submits User Content which is covered by any of the prohibited content below. Our rights include total discretion to remove the offending content from the Website and prohibit the person that submitted the offending content from accessing and/or using the Website. Prohibited User Content includes content which:
 - (i) is offensive, such as content that promotes racism, bigotry, hatred or physical harm of any kind;
 - (ii) harasses or advocates harassment;
 - (iii) involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";

- (iv) is defamatory or libellous;
- (v) promotes information that you know is false and/or misleading or promotes illegal activities or promotes conduct that is abusive, threatening, or obscene;
- (vi) promotes an illegal or unauthorised copy of another person's intellectual property rights and/or copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (vii) contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- (viii) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (ix) constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;
- (x) engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; or
- (xi) contains any other material which is considered to be inappropriate,

(i) – (xi) inclusive are together referred to as **Inappropriate Content**.

We will fully co-operate with any law enforcement authorities or court order requesting us to disclose the identity of or locate anyone posting any Inappropriate Content or other similar material on our Website.

- (d) By posting or distributing User Content on the Website you expressly grant us, our sub-licensees, and assignees a non-exclusive, worldwide, royalty free, perpetual and irrevocable licence to use the User Content for all and any purposes and in all and any media whatsoever including the right to assign, sub-license or transfer the whole or any part of these rights to a third party. You agree not to post or distribute any information or material that is copyrighted by any third party without the express prior written consent of such third party, and you agree to indemnify and hold us harmless from any claim, losses, liabilities, actions and damages arising out of or relating to your violation of this provision.
- (e) **We do not permit the submission of User Content or any other content which infringes copyright or any other intellectual property rights of a third party.**

6 Linking to Website

- (a) You may create a link from your own website to the Website provided that you obtain our prior written consent and provided that you only do so on the basis that you link to, and do not replicate, the home page of this Website and you **DO NOT**:
- (i) create a frame or any other browser or border environment around this Website;
 - (ii) in any way imply that we endorse any properties, products or services other than our own;
 - (iii) misrepresent your relationship with us or present any other false information about us;
 - (iv) use any of our Content or trade marks without our express written permission;
 - (v) link from a website that is not owned by you; or
 - (vi) display any content on your website that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- (b) We expressly reserve the right to revoke without prior notice any right we grant to you to link to our Website should you breach any of these terms and conditions.

7 Our Links to Other Websites

The Website may from time to time contain links to third party websites which we provide solely for your convenience. We have no control over, and make no endorsement of, the content or availability of these third party websites and you use and rely on the same at your own risk.

8 Intellectual Property Infringement

- (a) If you are an intellectual property rights owner and consider that any User Content infringes your intellectual property rights, you may notify us of such infringement by sending the following information to us:
- (i) identification of the work which you claim to be infringed;
 - (ii) identification of the content which you claim to infringe that work in order to allow us to locate the allegedly infringing material;
 - (iii) your contact details; and
 - (iv) confirmation that you have not authorised the use of the content in the manner complained of.
- (b) Please send details of such infringement to Skullman Limited:

By email to: info@northdoodle.com

By post to: North Doodle Limited, 4 Church Terrace, Shap, Cumbria,
CA10 3LA.

9 Disclaimer and Limitations of Liability

- (a) WHILST WE USE OUR REASONABLE ENDEAVOURS TO ENSURE THAT THE CONTENT IS ACCURATE AND UP-TO-DATE WE DO NOT GIVE ANY WARRANTY OR GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF THE CONTENT. YOU ACKNOWLEDGE AND AGREE THAT THE CONTENT IS PROVIDED "AS IS" AND THAT YOU USE THE WEBSITE AND RELY ON THE CONTENT ENTIRELY AT YOUR OWN RISK.
- (b) We employ security measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. However, you acknowledge that communications sent via the Internet cannot be guaranteed to be completely secure.
- (c) WE GIVE NO REPRESENTATION, WARRANTY OR GUARANTEE IN RESPECT OF THE WEBSITE, THE CONTENT OR THE USER CONTENT OR ANY OF THE PRODUCTS OR SERVICES FROM TIME TO TIME AVAILABLE IN CONNECTION WITH THE WEBSITE.
- (d) WE DO NOT ENDORSE ANY USER CONTENT AND WE MAKE NO REPRESENTATION THAT THE USER NAMES SUPPLIED BY OUR USERS ARE VALID OR THAT THE RIGHTS TO A USER NAME ARE OWNED BY A CERTAIN INDIVIDUAL. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH ANY USER CONTENT AND ANY NAMES FROM TIME TO TIME AVAILABLE ON OUR WEBSITE.
- (e) TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXCLUDE:
 - (i) ALL EXPRESS AND IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS WITH RESPECT TO THE WEBSITE AND THE CONTENT;
 - (ii) ALL LIABILITY FOR ANY COMMUNICATIONS THAT ARE LOST, INTERCEPTED, ALTERED OR OTHERWISE ACCESSED BY THIRD PARTIES;
 - (iii) ALL LIABILITY FOR ANY DIRECT OR INDIRECT LOSSES, LOSS OF PROFITS OR OTHER CONSEQUENTIAL LOSS, DAMAGES, COSTS, EXPENSES OR LIABILITIES THAT YOU MAY SUFFER OR INCUR ARISING FROM YOUR USE OF THIS WEBSITE AND/OR RELIANCE ON ANY CONTENT, INCLUDING (WITHOUT LIMITATION) ARISING OUT OF ANY COMMUNICATION SENT BY YOU TO US OR ANY COMMUNICATION SENT BY US TO YOU VIA THE INTERNET.
- (f) Without limiting the foregoing, under no circumstances shall we be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

(g) This clause will not limit your rights as a consumer under English Law.

10 Indemnity

You agree to indemnify us from and against any and all claims, actions, proceedings, damages, losses, liabilities and expenses (including legal fees) suffered by us arising out of or in connection with any one of the following:

- (a) your use of the Website;
- (b) a breach by you of any of these Terms;
- (c) any infringement by you of the intellectual property rights or privacy rights of a third party or a breach by you of a duty of confidentiality to a third party;
or
- (d) any Inappropriate Content submitted by you.

11 Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12 Notices And Complaints

- (a) All notices and complaints given by you to us (including any complaints that you may have) should be sent to Skullman Limited:

By e-mail to: info@northdoodle.com, or

By post to: North Doodle Limited, 4 Church Terrace, Shap, Cumbria, CA10 3LA.

- (b) We may give notice to you at either the e-mail or postal address you provide to us when registering with us.
- (c) Notice will be deemed received and properly served immediately when posted on our Website, 48 hours after an e-mail is sent, or two days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

13 Enforceability

If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

14 Governing Law

These terms and conditions and your use of the Website will be governed by and construed in accordance with English law and you agree that any disputes arising in connection with the same will be subject to the exclusive jurisdiction of the English courts.