

1. INTRODUCTION AND ACCEPTANCE OF TERMS

- 1.1. The CANVAS8 website ("the Site") is operated by Canvas8 Limited (REGISTERED IN ENGLAND: NO. 6679129, REGISTERED ADDRESS: Swatton Barn, Badbury, Swindon, Wiltshire, SN4 0EU, ("CANVAS8").
- 1.2. Use of the Site is permitted by CANVAS8 on the following Terms & Conditions, which Users are deemed to accept upon use the Site.
- 1.3. CANVAS8 shall be entitled to vary these Terms & Conditions from time to time, with variations becoming effective immediately upon the posting of them on the Site. Please check this page periodically to ensure that you remain informed of your rights and obligations under them – by logging on to the Site you shall be deemed to have accepted all variations to these Terms & Conditions. If you have any questions, please contact helpdesk@Canvas8.com. These Terms & Conditions were last revised on 2nd January 2009.
- 1.4. Where these Terms & Conditions have been translated into a language other than English and there is any inconsistency between the interpretation of the English version and the translated version, the meaning under the English version shall prevail.
- 1.5. In these Terms & Conditions, the term "Subscriber" refers to the organisation, firm, company or individual who places an order for access to the Site ("Order") by its nominated user(s) (who must be the Subscriber or employees of the Subscriber) for the periods and at the fees set out in its Order and the term "User(s)" refers to the individual(s) so nominated by the Subscriber in its Order (or subsequently added to the list of nominated individuals with the agreement of CANVAS8).
- 1.6. In certain circumstances (for example a trial of the Site), CANVAS8 may agree with an organisation, firm, company or individual to grant access to the Site (or to limited sections of it) by its nominated users without charge. Please note that for the purposes of these Terms & Conditions, the organisation, firm, company or individual who enters into such agreement with CANVAS8 shall be included within the definition of "Subscriber", their nominated individual(s) shall be included within the definition of "User(s)" and that all of the provisions of these Terms & Conditions shall apply equally to them except that no Subscription Fees shall be payable in respect of that trial period.
- 1.7. The Subscriber and the User(s) are referred to collectively in these Terms & Conditions as "you".

2. LICENCE

- 2.1. ID is strictly to be used by the User to which it was assigned only and shall not be used by any other individuals (including others within the same organisation). Failure to comply with this requirement shall constitute a breach of these Terms & Conditions and entitle CANVAS8 to suspend access to the Site. The Subscriber together with its User(s) is responsible for all access to the Site made with its ID, including misuse by a third party and you each undertake to take all reasonable steps to protect the confidentiality of the ID and to notify CANVAS8 immediately (by emailing helpdesk@Canvas8.com) if you believe there has been any breach of security or unauthorised use of the ID.
- 2.2. The User warrants that the information provided at registration (as applicable) is accurate and complete and undertake to notify CANVAS8 immediately of any changes to that information by emailing helpdesk@Canvas8.com. Please note that CANVAS8 reserves the right to suspend use of the Site where accurate and complete details are not provided and maintained by you.

3. USE OF SITE CONTENT

- 3.1. All intellectual property rights in the Site and in all material published on it (the "Content") are reserved by CANVAS8 and no such rights whatsoever are assigned to you under these Terms & Conditions.

- 3.2. As a User you may in good faith and to the extent that the use of the Content is reasonable and the Content is owned by CANVAS8:

- 3.2.1. download and display any page(s) from the Site on a computer screen;
- 3.2.2. download and store the Content in your CANVAS8 Scrapbook;
- 3.2.3. download and store the Content in your Canvas8 Create folders;
- 3.2.4. where a page of the Site specifically states that specific Content may be downloaded, download and store it on the hard disk of your computer (but only use it to the extent so specified and not transfer or further copy it);
- 3.2.5. where a page of the Site states that specific Content may be downloaded on to a portable media player, download that Content to the hard disk of your computer once only and upload it on to one portable media player only (and only to the extent so specified; you shall not be entitled to further transfer, copy or use it);
- 3.2.6. print one copy of any page(s) from the Site and use it for private archival purposes only (but not further copy it); and
- 3.2.7. use extracts from the Site to form a collage of ideas (in either electronic or hard copy form)

PROVIDED THAT:

- 3.2.8. the Content (but not material not taken from the Site or otherwise not owned/licensed by CANVAS8) is attributed to CANVAS8 by showing the ©CANVAS8 2009 copyright sign;
- 3.2.9. the collage is used strictly only for internal purposes; and
- 3.2.10. no further copies of the collage are made.

- 3.3. For the avoidance of doubt, you shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (including by using it as part of any library, news, information, archive or similar service) other than as set out in Clause 3.2, and in particular you shall not:

- 3.3.1. upload Content into any shared system;
- 3.3.2. create a database of any of the Content (other than in your CANVAS8 Scrapbook or Create or as specified on particular page of the Site);
- 3.3.3. effect or permit "spidering" of the Site, i.e. collation of an automated stream of Content;
- 3.3.4. include any Content in a website;
- 3.3.5. make any commercial use of the Content whatsoever;
- 3.3.6. make any use whatsoever of any of the CANVAS8 trade marks (including the registered trade mark "CANVAS8") other than to the extent required to comply with Clause 3.2; or
- 3.3.7. remove the copyright or trademark notice from any copies of the Content.

- 3.4. The Subscriber shall notify CANVAS8 immediately in writing of any misuse of the Content and/or the Site including any infringement of copyright or other intellectual property rights arising in the Content and/or the Site.

- 3.5. Please note that where any unauthorised use of Content by you is discovered, CANVAS8 shall be entitled to suspend your use of the Site immediately without any refund of any Subscription Fees paid and require you to return or destroy any copies of the Content you have made.

- 3.6. Any consent given by CANVAS8 does not constitute either a general consent to use the Content or a waiver of any of the obligations and/or restrictions set out in these Terms & Conditions.

- 3.7. The User(s) shall permit CANVAS8 to take such steps as CANVAS8 reasonably considers appropriate to monitor compliance by the

User(s) with the provisions of these Terms & Conditions and shall co-operate fully with CANVAS8 in relation to such monitoring.

4. BULLETIN BOARDS AND DISCUSSION GROUPS

- 4.1. The Site may include bulletin boards, discussion groups and other public areas that allow feedback to CANVAS8 and interaction between Users ("Forums"). While CANVAS8 does not control the information posted to Forums (the "Messages") and does not pre-screen the Messages, it reserves the right (which it may exercise at its sole discretion without notice) to delete, move or edit the Messages and you waive any rights that you may have in regard to the Messages.
- 4.2. You are solely responsible for the content of your Messages. In addition to complying with the requirements set out in these Terms & Conditions, you agree to use the Forums fully in accordance with any rules posted by CANVAS8 on them.
- 4.3. You shall not post any Messages that:
 - 4.3.1. contain any form of advertising;
 - 4.3.2. are in any way obscene, threatening, discriminatory, defamatory or otherwise offensive, applaud or incite discrimination or hate or are otherwise unlawful;
 - 4.3.3. infringe the rights of any third party, including their intellectual property rights, rights in confidential material and privacy;
 - 4.3.4. contain a virus or other harmful component; or
 - 4.3.5. restrict or inhibit any other user from using the Forums.
- 4.4. Without prejudice to the generality of Clause 12, the Subscriber and the User(s) each agree to indemnify and hold harmless CANVAS8 from all claims, costs and expenses (including legal expenses) arising out of any Messages posted or published by the User(s) on a Forum.
- 4.5. If you object to any material posted on any of the Forums, please let us know by contacting helpdesk@Canvas8.com
- 4.6. By submitting Messages to any of the Forums you agree to grant to CANVAS8 a perpetual royalty free non-exclusive licence to reproduce, make available, distribute and sub-licence the Message in whole or in part and in print or electronic form.

5. SCRAPBOOK

- 5.1. CANVAS8 may provide a scrapbook utility (a "Scrapbook") on the Site personal to each User. CANVAS8 may in its absolute discretion impose, from time to time, limits on the amount of storage space in your Scrapbook.
- 5.2. Use of the Content stored in your Scrapbook may only be made to the extent permitted by Clause 3.2 of these Terms & Conditions.
- 5.3. You hereby acknowledge and agree that:
 - 5.3.1. neither the Subscriber nor its User(s) shall obtain any intellectual or other property rights in the compilation or selection of data or the names of the folders compiled in a Scrapbook and you assign absolutely to CANVAS8 any such rights that you obtain by operation of law; and
 - 5.3.2. CANVAS8 shall be under no liability whatsoever for the loss of any data stored in a Scrapbook.

6. LINKS

- 6.1. CANVAS8 may, in accordance with its Privacy Policy, send emails to you from time to time containing extracts from and links to pages of the Site together with links to third party sites that we think will be of interest to you. If you decide at any time that you no longer wish to receive email updates from CANVAS8 or would like to change your other email preferences, please contact helpdesk@Canvas8.com
- 6.2. Your use of Content emailed to you by CANVAS8 shall be subject to these Terms & Conditions.

7. ADDITIONAL SERVICES CONTENT

- 7.1. We may from time to time offer you the opportunity to partake in complementary services. Use of such additional material ("Additional Services Content") may be subject to additional fees and terms and conditions.

- 7.2. The Subscriber acknowledges that it shall be liable for payment of the charges payable for any use made of Additional Services Content by its User(s) and jointly and severally liable with the User(s) for any use of the Additional Services Content in breach of either these Terms & Conditions or the additional terms applicable to it.

8. USE OF SOFTWARE AND COOKIES, LINKING TO THE SITE

- 8.1. Use of Software
- 8.2. Copyright in any software that is made available for download from the Site ("Software") belongs to CANVAS8 or its suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software. Do not install or use any Software unless you agree to such licence agreement.
- 8.3. Use of Cookies
- 8.4. Use of the Site requires the use of small information files stored on your computer by your browser that enable us to identify you and provide you with a smooth, efficient and customised experience while using the Site ("Cookies"). The information we store will only be used in accordance with these Terms & Conditions, including our Privacy Policy. You have the ability to decline Cookies by modifying the settings in your browser. However, you must enable Cookies to use the Site.

9. COMPETITIONS AND PRIZE DRAWS

- 9.1. From time to time CANVAS8 may run competitions, free prize draws and promotions. These are subject to additional terms that will be made available at the time of posting of such competitions on the Site.

10. LIMITATION OF LIABILITY AND DISCLAIMER

- 10.1. The Content is only for your general information and use and is not intended to address your particular requirements. In particular, the Content does not constitute any form of advice, recommendation or arrangement by CANVAS8 and is not intended to be relied upon by you in making (or refraining from making) any specific investment or other business or personal decisions; appropriate professional advice should be obtained before making any such decision.
- 10.2. BECAUSE OF THE NUMBER OF SOURCES FROM WHICH CANVAS8 OBTAINS CONTENT AND THE NATURE OF ELECTRONIC DISTRIBUTION VIA THE WORLD WIDE WEB, CANVAS8 DOES NOT GIVE ANY WARRANTIES IN RESPECT OF THE SITE AND RESERVES THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCESS AND USE OF THE SITE AT ANY TIME WITHOUT NOTICE. THE SITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND CANVAS8 DOES NOT GUARANTEE THE ACCURACY, TIMELINESS, COMPLETENESS, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE OR ANY CONTENT. CANVAS8 MAKES NO WARRANTY THAT THE SITE IS FREE FROM INFECTION, VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES. ALL IMPLIED WARRANTIES ARE EXCLUDED FROM THESE TERMS & CONDITIONS TO THE EXTENT THAT THEY MAY BE EXCLUDED AS A MATTER OF LAW. CANVAS8 WILL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS) ARISING IN CONTRACT, TORT OR OTHERWISE FROM YOUR USE OR INABILITY TO USE THE SITE OR ANY CONTENT OR FROM ANY ACTION TAKEN (OR REFRAINED FROM BEING TAKEN) AS A RESULT OF USING THE SITE OR ANY CONTENT OF IT, INCLUDING IN RESPECT OF INFRINGEMENT OF THIRD PARTY RIGHTS ARISING FROM THE USER(S)' USE OF THE CONTENT.
- 10.3. Any links to third party sites contained either in the Site or in emails sent by us to you are provided solely for your convenience. CANVAS8 has not reviewed such sites and does not either endorse them or make any representations about their content or availability; any use is made entirely at your own risk and CANVAS8 accepts no liability for any losses resulting from your use of them including in respect of any computer viruses or other defects that they may contain. Please note that CANVAS8 gives no warranty that links to third party sites on the Site shall be marked as such.
- 10.4. The Site may from time to time contain advertising and sponsorship. CANVAS8 is not responsible for either the content of the material provided by such advertisers and sponsor or their

compliance with voluntary or statutory codes or provisions. In particular, CANVAS8 can provide no warranty that it will not take advertisements or sponsorship from your competitors.

liability for death or personal injury caused by our negligence shall not be excluded or limited in any way.

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11. PRIVACY POLICY

- 11.1. The information provided about you (whether provided by you (in your registration, communications with us, in cookies or otherwise) or by third parties) to CANVAS8 may be used by CANVAS8 as follows:
 - 11.2. for the effective administration of the Site;
 - 11.3. to communicate with you (including by email);
 - 11.4. to tailor future offers of its service to your preferences; and
 - 11.5. to provide our auditors, associated companies and sponsors with anonymised Site usage and demographic data.
- 11.6. Please note that the above uses may involve the transfer of your information to countries outside of the European Economic Area ("EEA"), which may have data protection requirements that are less stringent than those in the UK. Please be assured however that we take the security of your information very seriously and that if we make such a transfer we will take all appropriate steps to protect your information.
- 11.7. In completing the registration page of the Site you are, unless you notify us otherwise, deemed to consent to all and any of the above uses of your information. Should you wish to change your registration details or decide that you no longer consent to such uses please contact us at helpdesk@Canvas8.com

12. LIABILITY AND INDEMNITY

- 12.1. The Subscriber and its User(s) shall be jointly and severally liable for all liabilities of either of you arising under these Terms & Conditions.
- 12.2. The Subscriber and its User(s) each agree to indemnify and hold CANVAS8, its employees, agents, officers, directors and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees) which CANVAS8 may suffer or incur, in connection with or arising from any breach of these Terms & Conditions by you and/or use of the Site by the User(s) or by any other individual that uses the User(s)'s ID.

13. GENERAL

- 13.1. These Terms & Conditions shall be governed by, and construed in accordance with, English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms & Conditions unless CANVAS8 shall elect to bring proceedings in the courts of the country of the User's residence or of principal place of business.
- 13.2. These Terms & Conditions, as varied by CANVAS8 from time to time together with your Order/registration (as applicable) form the entire understanding between us; no Subscriber/User purchase terms or other purported variation shall have any affect on them. Headings in these Terms & Conditions are for convenience only and will have no legal meaning or affect.
- 13.3. No delay or indulgence by CANVAS8 in enforcing the provisions of these Terms & Conditions shall affect CANVAS8's rights under them nor shall any waiver of CANVAS8's rights operate as a waiver of any subsequent breach.
- 13.4. No right, power or remedy conferred upon or reserved for CANVAS8 is exclusive of any other right, power or remedy available to CANVAS8 provided either under these Terms & Conditions or as a matter of law and each such right, power or remedy shall be cumulative.
- 13.5. You may not assign sub-licence or otherwise transfer any of your rights or obligations under these Terms & Conditions.
- 13.6. If any provision of these Terms & Conditions is found to be invalid the invalidity of that provision shall not affect the validity of the remaining provisions of these Terms & Conditions, which shall remain valid and enforceable.
- 13.7. Nothing in these Terms & Conditions shall operate to exclude liability that cannot as a matter of law be excluded and in particular, and notwithstanding the limitations of liability set out above, our