

# Wosname User Agreement

Wosname Limited (“**Wosname/we/us**”) welcomes you to our website [WWW.WOSSNAME.COM](http://WWW.WOSSNAME.COM) (“**Website**”) and our web-based, lookup contact database and media space advertising platform for the media industry (the “**Services**”). For the purposes of this User Agreement “**Services**” also includes without limitation our media agency subscriber paid services (“**Subscription Services**”), our media owner listing and advertising services (“**Listing Services**”) our databases, software, profiles and user interfaces, email communications and other related services. The purpose of the Website and Services is: (i) to enable media agencies to look up media channels, media owners and contact details for relevant individuals at media owners; (ii) to enable media owners to provide relevant contact details within their organisation and marketing content for the benefit of media agencies; and (iii) to enable media owners to promote their services to media agencies on the Website (the “**Purpose**”).

The Terms of Use and the Privacy Policy set out below, and any other specific terms, guidelines and instructions we give you, constitute the agreement between Wosname and you in relation to access and use by you of the Website and Services (the “**User Agreement**”).

If you log on to, or use any part of, the Website and Services you agree to the User Agreement and become a Website and Services user (“**User**”). By becoming a User, you acknowledge that you have read and understood the terms and conditions of the User Agreement and that you agree to be bound by all of its provisions. You may be using Wosname on behalf of a company or other legal entity and your organisation may have a separate agreement with us, but your individual use of the Website and Services is governed by this User Agreement. If you do not want to agree to the User Agreement, do not log on to or use this Website.

## **Terms of Use**

### **1 User Obligations**

1.1 To ensure the optimal user experience for all Users, when using the Website and Services you agree to:

- (a) only utilise information, content or any data you view and/or obtain from the Website and Services for the Purpose;
- (b) only use the Website and Services for business purposes directly related to your employment;
- (c) comply with all applicable laws and regulatory requirements related to the use of the Website and Services;
- (d) provide accurate and complete information when using the Website and Services (including without limitation, information about yourself and your organisation); update your information on request (in particular where there are changes to your roles and/or responsibilities); correct any errors or omissions promptly; and where possible notify Wosname of any suspected errors or omissions in data provided on and through the Website and services;
- (e) read and comply in full with the terms of the Privacy Policy; and
- (f) review and comply with notices posted or sent by Wosname.

1.2 You also agree not to:

- (a) use the Website and Services other than for the Purpose in a business capacity and you acknowledge that any such other use is strictly prohibited and is a violation of these Terms of Use;
- (b) duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, otherwise transfer or commercially exploit the Website and Services and/or information provided on and through the Website and Services (excluding content provided by you) except as permitted in the User Agreement;
- (c) download and distribute any personally identifiable information provided on and through the Website and Services;
- (d) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code or any underlying intellectual property used to provide the Website and Services, or any part thereof;
- (e) utilise information, content or any data you view on, and/or obtain from, the Website and Services to provide any service that is competitive, in Wosname's sole discretion, with Wosname;
- (f) imply or state, directly or indirectly, that you are affiliated with or endorsed by Wosname unless you have entered into a written agreement to that effect with Wosname;
- (g) adapt, modify or create derivative works based on the Website or the Services, or content, in whole or part;
- (h) rent, lease, loan, trade, sell/re-sell access to the Website or Services or any information therein, in whole or in part; attempt to or actually access the Website or Services by any means other than through the interface provided by Wosname or attempt to or actually override any security component included in, or underlying, the Website or Services;
- (i) engage in 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 unauthorized access, transmission or activation of computer viruses, or using automated methods to access or upload information/content;
- (j) remove any copyright, trademark or other proprietary rights notices contained in or on the Website or Services, including those of Wosname or any of its licensors;
- (k) use any information obtained from the Website and Services to harass, abuse or harm another person;
- (l) collect, use or transfer any information, including, without limitation, personally identifiable information obtained from the Website or Services, except for the Purpose and as expressly permitted in the Agreement or as the owner of such information may expressly permit;

(m) interfere with or disrupt the Website or Services, including without limitation any servers or networks connected to the Website or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or Services;

(n) use or attempt to use another User's account, or create a false identity on the Website;

(o) infringe or use Wosname's brand, logos and/or trademarks, including, without limitation, using the word "Wosname" in any business name, email, or URL or including Wosname's trademarks and logos on any website without authorisation; and

(p) permit access to the Website and Services and/or disclose any information provided therein to anyone who is not an authorised User, including, without limitation, anyone who is directly or indirectly participating in or associated with recruitment activities.

### 1.3 Submissions license and warrant

On submission of any information you grant us under this User Agreement worldwide permission, irrevocably and free of charge to copy, improve, distribute, publish, remove, retain, add, use and commercialise, in any way on our Website or otherwise, anything that you submit to us, without any further consent, notice and/or compensation to you or to any third parties. By submitting any information to us, you represent and warrant that such submission is accurate at the time of submission, is not confidential, and is not in violation of any contractual restrictions or other third party rights. You further agree to use reasonable endeavours to ensure that the information you submit is updated as necessary.

Wosname does not control the content you or other Users submit to the Website and Services. Should you believe that someone is misusing or otherwise appropriating your information, you shall immediately inform Wosname.

### 1.4 Submission of Personal Information

By submitting Personal Information (as defined in the Privacy Policy) to us through the Website and Services during and after registration as a User, you grant us the rights to retain, use and process that Personal Information in accordance with the terms of this User.

### 1.5 Eligibility

You represent and warrant that you: (a) are not under the age of 16; (b) have not previously been suspended or removed from the Website or Services; (c) are not a direct competitor of Wosname; and (d) have full authority to enter into this User Agreement and in doing so will not violate any other agreement to which you are a party.

### 1.6 Password security

Your email address and password are personal to you. Keep your log in, password or any other piece of information that is part of our security procedures confidential, do not use other Users' accounts and do not let others use your account, unless specifically authorised to do so by your organisation or Wosname. You will not do anything which would assist anyone who is not a User to

gain access to any of the Website and Services. You are responsible to notify us of any breach of security to your account of which you become aware at info@wosname.com.

#### 1.7 Indemnity

You indemnify us and hold us harmless from any direct or indirect damages, losses and costs (including, but not limited to, reasonable solicitors' fees) related to third party claims, charges or investigations, caused by: (i) your failure to comply with this User Agreement, including, without limitation, your submission of information that violates third party rights or applicable laws; (ii) any information you submit through the Website and Services and/or to Wosname; or (iii) any activity in which you engage on or through the Website and Services.

## 2 User Rights

On the condition that you comply with your obligations under the User Agreement (in particular paragraph 1 of the Terms of Use above), we grant you a limited, revocable, non-exclusive, non-assignable, non sub-licenseable right to access the Website and Services solely for the Purpose, and only in accordance with the User Agreement. No other rights, implied or otherwise are granted.

## 3 Wosname Rights and Obligations

3.1 Wosname is concerned about the privacy of your personal data and will comply with its obligations as set out in our Privacy Policy to protect the Personal Information (as defined in the Privacy Policy) you submit in your use of the Website and Services.

3.2 Wosname may at any time modify, replace, update, change, improve, suspend, or discontinue or refuse access to the Website and Services, partially or entirely, at its sole discretion. All changes shall be effective upon their posting on the Website or by email communication to you.

3.3 All intellectual property rights associated with the Website and Services are the exclusive property of Wosname and its licensors. Wosname reserves all rights not expressly granted herein, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in the Website and Services and all related information and items.

3.4 Wosname reserves the right to monitor your use of the Website and Services (including but not limited to searches and data viewed by you) for purposes of reporting on Website and Service usage and to verify compliance with the terms of this User Agreement. Wosname reserves the right to inform other Users of aggregated usage data relating to the Website and Services (including but not limited to searches carried out and data viewed by Users) on the condition that neither you nor any other individual User shall be identifiable from such aggregated usage data.

3.5 Wosname reserves the right to withhold, or remove without notice any content that you provide to the Website and Services which it deems to be inappropriate or in violation of the User Agreement.

3.6 Wosname may include or automatically produce links to third party web sites ("**Third Party Sites**") including but not limited to through banner advertisements. Wosname is not responsible for such Third Party Sites and does not endorse any advertising, products or other materials on or available from the Third Party Sites. If you decide to access the Third Party Sites you do so at your own risk and the User Agreement is not applicable to your use of the Third Party Sites.

3.7 You acknowledge and agree that we may send you important information, system updates and notices regarding the Website or Services (including but not limited to your usage of the Website and Services) by email or through other means. It is your responsibility to keep your contact or other information up to date and we shall have no liability associated with your failure to receive critical information about the Website and Services in the event your contact or other information is not updated.

3.8 You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the User Agreement; (c) respond to claims of a violation of the rights of third-parties; (d) respond to your requests for customer service; (e) protect the rights of Wosname and its Users; or (f) report the number of unique Users and the volume of searches conducted through the Website and the Services from time to time.

## **4 User Withdrawal and Termination**

4.1 Subject to paragraph 4.4, if at any time you would like to deregister as a User of the Website and Services, you may do so by giving Wosname one week's written notice by email to [info@wosname.com](mailto:info@wosname.com). Your deregistration from the Website and Services and termination of the User Agreement will then be effective upon Wosname processing such notice. Your account will be closed in accordance with paragraph 4.3.

4.2 Wosname may terminate your access to the Website and Services under the User Agreement for any reason, at any time, with or without notice, and the termination will be effective immediately or as may be specified in the notice. Wosname also reserves the right, at its sole discretion, to terminate, limit or disable access by Users who are deemed to be repeat infringers of applicable intellectual property laws or who repeatedly breach the terms of the User Agreement.

4.3 Upon termination of your access to the Website and Services or User deregistration from the Website and Services, Wosname will disable your access to your account and reserves the right to retain your Personal Information and other content you supply for limited purposes, as set out in the Privacy Policy.

4.4 If you are a User of our paid Subscription Services then your deregistration from the Website and Services or termination of your access to the Website and Services under the User Agreement are without prejudice to the terms and conditions of the Subscription Services Agreement between Wosname and your organisation.

4.5 The terms of the User Agreement shall survive any expiration or termination, except paragraphs 2 and 3 hereof.

## **5 Disclaimer**

5.1 We provide all information on the Website and Services on an "as is" and "as available" basis. We do not provide any express warranties or representations. We do not generally edit, pre-vet or review any information provided on the Website or under the Services. The information provided on the Website and under the Services is provided by and for the benefit of Users and is constantly being updated and expanded.

5.2 To the fullest extent permitted under applicable law, we disclaim any and all implied warranties and representations, including, without limitation, any warranties as to the accuracy

or completeness of the information on the Website and Services and information contained in any advertisements posted on the Website. You use the Website and Services entirely at your own risk and if you are dissatisfied or harmed by Wosname or anything related to the Website and Services, you may deregister from the Website and Services and terminate the User Agreement in accordance with paragraph 4 and such termination shall be your sole and exclusive remedy.

5.3 To the fullest extent permitted by law, Wosname accepts no responsibility and makes no representations or warranties for Third Party Sites, advertising or information relating to third parties.

5.4 As far as the relevant law allows, Wosname:

(a) does not guarantee that the Website and Services which it provides will function without interruption, delay or errors in functioning;

(b) accepts no responsibility and disclaims all liability for any such interruption, delay or errors in functioning; and

(c) does not give you any guarantees that the computer or server you use to log on to the Website is free of viruses or other harmful programmes. Whilst we take every step to ensure that our hosting servers, software and databases are secure and free of viruses and other harmful programmes, you must take your own precautions in this respect as we accept no responsibility for any infection by such programmes.

## **6 Limitation of Liability**

6.1 Subject to paragraph 6.2, neither Wosname nor any of its subsidiaries, affiliated companies, employees, shareholders, or directors shall be liable for any direct, special, incidental, indirect, punitive or consequential damages or loss of use, profit, business or business opportunities, goodwill, revenue or data to you or any third person arising from your use of the Website and Services or any of the content or other materials on, accessed through or downloaded from the Website and Services, even if Wosname is aware or has been advised of the possibility of such damages. The exclusion of liability in this paragraph 6.1 shall apply regardless of whether you base your claim on contract, tort, statute or any other legal theory, what we knew or should have known about the possibility of such damages, or the limited remedies provided herein fail of their essential purpose.

6.2 Nothing in this User Agreement shall limit or exclude our or your liability for:

(a) death or personal injury resulting from negligence; or

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be limited or excluded by applicable law.

## **7 Governing law and Jurisdiction**

The laws of England and Wales apply to your use of the Website, Services and this User Agreement. We control the website from within the United Kingdom. However, you can access the

Website from other places around the world. Although these places may have different laws from the laws of England and Wales, by using the Website and Services you agree that the laws of England and Wales will apply to everything relating to your use of the Website and Services and you agree to keep to these laws. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this User Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **8 General Terms**

### **8.1 Severability**

If any provision of the User Agreement is found to be invalid or unenforceable, such provision shall be interpreted as to give maximum effect to its intended purpose and this shall not affect the validity or enforceability of any other provision of the User Agreement.

### **8.2 Variations**

We may change the terms and conditions of these Terms of Use at any time without giving you notice. Please check these Terms of Use from time to time for any changes. By continuing to use the Website and Services you agree to all the changes we make to these Terms of Use.

### **8.3 Waiver**

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

### **8.4 Assignment**

You may not assign or transfer any rights or obligations under the User Agreement and any purported assignment and transfer shall be ineffective. We may freely assign or transfer all rights and obligations under the User Agreement fully or partially.

### **8.5 Rights of Third Parties**

No term of this User Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a User.

## **9 Complaints**

If you have any complaint about the content, suspected mis-use of the Website and Services, suspected copyright infringement or suspected violations of this User Agreement, please email us at [info@wosname.com](mailto:info@wosname.com) with details of your complaint along with your contact and account details. We will endeavour to investigate your complaint and respond to you at the earliest possible opportunity.

## **Wosname Privacy Policy**

### **1 General**

The privacy of your Personal Information is our top concern. This policy explains how your Personal Information is collected and used when you use the Website and the Services.

Wosname is registered with the Information Commissioner's Office in the UK (registration reference number A1061445).

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Wosname Limited of 74 Belsize Road, London NW64TG

Our nominated representative for the purpose of the Act is Mike Baker.

## 2 Purpose and Consent to Collect Personal Information

The Website and Services are provided to you and other Users for the Purpose. You willingly provide us certain Personal Information which we collect in order to allow you to benefit from the Services for the Purpose.

## 3 Personal Information Collected

Personal information is information about you or a person other than you ("**Other Person**") that is personally identifiable, such as name, address, job title, e-mail address, phone number or other contact details, as well as other non-public information associated with such information ("**Personal Information**"). We collect such Personal Information from our Users in the following ways:

3.1 **Registration.** In order to become a User of our Website and Services, you must first create an account on our Website. To create an account you are required to provide your name, your job title, an email address and a password. No Personal Information submitted by Users during the registration process will be shared with other Users.

3.2 **Submission of content.** Only Personal Information which media owner or media agency Users choose to submit to the Website and Services will be processed by us, and stored in our databases, for the purpose of the Website and Services, to be shared with media agency Users only.

3.3 **Customer Services.** We may collect information through the Website and Services in order to, among other things, respond to your enquiries and deliver appropriate service levels.

By submitting Personal Information to us through the Website and Services during and after registration:

(a) as a media owner or a media agency User, in relation to Personal Information relating only to you, you grant us the rights to retain, use and process that Personal Information in accordance with the terms of this User Agreement; and

(b) as a media owner User only, in relation to Personal Information which relates to an Other Person, you confirm that you have notified the Other Person that their Personal Information shall be submitted, used and processed, and have the full consent of the Other Person to submit, and for us to use and process, their Personal Information for the Purpose.

Personal Information submitted by media agency Users is kept confidential and not shared with any other Users, including media owner Users. Agency User Personal Information is held for the purpose of providing administrative services and reporting on system usage, including but not limited to User penetration and take-up and total numbers of searches carried out across all media agencies. If media owner Users use the Website and Services to communicate to media agency Users, Wosname manages those communications in full and the media owner User has no access to the media agency User's Personal Information.

## 4 Cookies

Like most websites, our Website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive. We use the following cookies:

**4.1 Essential cookies.** These are cookies that are required for the operation of our Website. They include, for example, cookies that enable you to log into secure areas of our Website.

**4.2 Analytical/performance cookies.** These allow us to recognise and count the number of visitors and to see how visitors move around our Website when they are using it. This helps us to improve the way our Website works, for example, by ensuring that Users are finding what they are looking for easily.

**4.3 Functionality cookies.** These are used to recognise you when you return to our Website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

**4.4 Targeting cookies.** These cookies record your visit to our Website, the pages you have visited and the links you have followed. We will use this information to make our Website more relevant to your interests. We may also share this information with third parties for this purpose.

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all, or parts of, our Website.

## 5 Use of Personal Information

The Personal Information that media owner Users choose to provide will be published on the Website and accessible to other Users and held in our database. The Personal Information may only be accessed and used by other Users through the Website and Services for the Purpose and in accordance with this User Agreement. By using the Services and this Website and submitting Personal Information you agree that we may use the Personal Information in the following ways:

**5.1 Other Users.** Personal Information provided by media owner Users is accessible to media agency Users of the Service and may be used by them to contact media owner Users for the Purpose. Media agency Users can only access data when they are registered for, and logged into, the Website and have subscribed to the relevant Services. Users are prevented from copying and downloading Personal Information from the Services and the Website by the terms of the User Agreement.

5.2 **Wosname.** We collect and store Personal Information so we can:

- (a) get in contact with you by email;
- (b) send you details by email of updates to the Service and other marketing, research and relevant industry information provided by us, our Users, or carefully selected third parties relevant to the media and marketing industry from time to time which we believe may be of interest to you; and
- (c) monitor usage and activity levels, such as the volume and nature of searches on the Website and Services in order to improve our Services and Website and we may report on that information to our subscribers.

5.3 **Third Parties.** We take the privacy of our Users very seriously. We do not ever sell, rent or otherwise provide Personal Information to third parties for marketing purposes or for recruitment, headhunting or employment opportunities or other purposes. We will not disclose Personal Information to third parties for use by them, other than to:

- (a) persons who process the information on our behalf confidentially; or
- (b) conform to legal or regulatory requirements; or
- (c) an acquirer of all or substantially all of our relevant assets, if we merge with, sell, or are acquired by another company, or file for bankruptcy.

## 6 Changing Personal Information

**6.1 Updates.** If you would like to edit any information you have provided to us or to amend the settings for your User account including your email, job title and contact preferences, you may do so at any time by logging into your account and altering the data you have previously submitted.

**6.2 Unsubscribe from mailings.** You may at any time unsubscribe or choose not to receive emails, reports or other promotional materials from us and/or other Users by opting out of these preferences.

**6.3 Removing Personal Information.** You may at any time edit or remove optional

Personal Information you have previously submitted. If you would like to deregister from the Services and you would like us to remove your or any other Personal Information from the Website and Service, please send your request to [unsubscribe@wosname.com](mailto:unsubscribe@wosname.com). Upon receipt of such request, we will remove such Personal Information from the database. Please note that the foregoing shall not prevent Wosname from retaining certain data for legitimate business purposes, such as analysis of aggregated, non-personally identifiable data, account recovery, or if required by law.

## 7 Third Party Links

The Website may at times contain links to other sites that are not owned or controlled by us. We are not responsible for the privacy practices of such other sites. We encourage Users to be aware of these when you leave our Website and to read the privacy statements of each site that collects personal information.

## **8 Changes to this Privacy Policy**

If we decide to change our privacy practices or update our Privacy Policy, we will post those changes online on the privacy policy section of the Website so that you are kept informed of what data we collect, how we use it, and under what circumstances we disclose it. Please check this page for changes from time to time to make sure you are aware of our latest privacy practices. We may change this Privacy Policy at any time without giving you notice, however we will notify you of any material changes to this Privacy Policy which affect the way in which we process or use your Personal Information. By continuing to use the Website and Services you agree to all the changes we make to this Privacy Policy.

## **9 Security**

In order to protect your Personal Information, access to your data through the Website and Services is password-protected. The information you provide to us is stored on a secure server. Any log-in details we send to you are encrypted. We also take steps to protect the data you share with us from unauthorised access, disclosure, alteration or destruction by storing data in a secure database to which access is protected. We also restrict access to your Personal Information to those of our employees, consultants and agents who require it to perform a specific function related to the Services or Website.

## **10 Reporting and Contact**

Please notify us immediately if you feel that your privacy has been or might be compromised as a result of another User's actions on the system. We will always investigate breaches of User privacy and take steps to prevent any such future occurrences.

If you have any questions or comments about our privacy policy or our privacy practices, please email us at [info@wosname.com](mailto:info@wosname.com) or contact us at:

Wosname Limited, 74 Belsize Road, London NW64TG

Copyright 2016 by Wosname Ltd.