

MEIR AUSTRALIA (UK) LIMITED
WEBSITE TERMS OF USE

Meir Australia (UK) Limited, registered in England and Wales with Company Number 10677200, VAT number 265307603

This website (**Site**) is owned and operated by Meir Australia (UK) Limited, a limited company registered in England and Wales with Company Number 10677200, whose registered office is at

71 Queen Victoria Street, London, United Kingdom, EC4V 4BE (**we** or **us**). Our VAT number is 265307603.

It is available at: www.meirblack.co.uk and may be available through other addresses or channels.

These Terms of Use (**Terms**) govern your use of our Site and form a contract between us. Please read the Terms carefully. If you have any questions, please contact us using the contact details below. If you do not accept these Terms, you are not authorised to use or continue using this website. **By using the website, you confirm that you accept these Terms and that you agree to comply with them.**

1. **Information:** The information, including statements, opinions and documents, contained in this Site (**Information**) is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. Any reliance you place on the Information is at your own risk. Before acting on any Information, we recommend that you consider whether it is appropriate for your circumstances, carry out your own research and seek professional advice, where necessary.
2. **Amendment:** The Information and Terms may be amended without notice from time to time in our sole discretion. The revised version will be effective immediately when it is displayed on the Site. Your use of our Site following any amendments indicates that you accept the amendments. You should check the Terms regularly to ensure you are aware of any changes, and only proceed to use the Site if you accept and will comply with the new Terms.
3. **Your warranties:** You confirm to us that you have the legal capacity to enter these Terms and form a contract before using the Site.
4. **License to use the Site:** We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable right and license to use the Site for your personal, non-commercial use, in accordance with these Terms. All other uses are prohibited without our prior written consent.
5. **Prohibited conduct:** You must not:
 - (a) Use the Site for any activities, or post or transmit any material from the Site:
 - unless you hold all necessary rights, licences and consents to do so;
 - that infringes the intellectual property or other rights of any person;
 - that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - that defames, harasses, threatens, menaces, offends or restricts any person;
 - that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; or
 - that would bring us, or the Site, into disrepute;
 - (b) Interfere with or inhibit any user from using the Site;
 - (c) Use the Site to send unsolicited email messages;
 - (d) Attempt to or tamper with, hinder or modify the Site, knowingly transmit viruses, other disabling features or other malicious or technologically harmful material, or damage or interfere with the Site, including but not limited to the use of trojan horses, viruses, or piracy or programming routines that may damage or interfere with the Site. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site; or
 - (e) Facilitate or assist another person to do any of the above acts.
6. **Copyright and intellectual property rights:** Our Site contains material which is owned by or licensed to us and is protected by Australian and international laws, including but not limited to the trademarks, trade names, software, content, design, images, graphics, appearance, layout and look of our Site. We own the copyright which subsists in all creative and literary works displayed on the Site.

Except as expressly stated in paragraph 9 of these Terms, you agree that, as between you and us, we own all intellectual property rights in the Site, and that nothing in these Terms constitutes a transfer of any intellectual property rights. Your use of the Site does not grant you a license to, or act as a right to, use any of the intellectual property, whether registered or unregistered, displayed on the Site without the express written permission of the owner.

You must not breach any copyright or intellectual property rights connected with the Site. This includes but is not

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Meir Australia (UK) Limited, registered in England and Wales with Company Number 10677200, VAT number 265307603 limited to:

- (a) altering or modifying any of the code or the material on the Site;
 - (b) causing any of the material on the Site to be framed or embedded in another website;
 - (c) creating derivative works from the content of the Site; or
 - (d) using the Site for commercial purposes.
7. **Republishing:** You may republish, copy, distribute, transmit, or publicly display (in hard copy, soft copy or online) material on the Site on the following grounds:
- (a) you must make no alterations to the material;
 - (b) you must attribute the material to our Site, including linking back to our Site where possible; and
 - (c) you must not do so in a way that could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy, or that would bring us, or the Site, into disrepute.
8. **Privacy:** We are committed to protecting your privacy. We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth), the UK Data Protection Act 1998 (and the General Data Protection Regulation (EU) 2016/679 once in force in the UK) and any other applicable legislation or privacy guidelines.
9. **Your content:** If you choose to add any content on the Site, you:
- (a) warrant to us that you have all necessary rights to post the content;
 - (b) grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and license to use that content in any way (including but not limited to, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing; and
 - (c) consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must ensure that the third-party consents in the same manner.
10. **Keeping your account details safe:** If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us. Our contact details are at the end of these Terms.
11. **Third party information:** The Site may contain third party information, including but not limited to user comments, guest articles and advertisements (**Third Party Information**). We do not control, recommend, endorse, sponsor or approve Third Party Information, including any information, products or services mentioned in third party Information. You should make your own investigations with respect to the suitability of Third Party Information for you.
12. **Third party links and websites:** This Site may contain links to websites owned by third parties (**Third Party Sites**). We do not control, recommend, endorse, sponsor or approve Third Party Sites, including any information, products or services mentioned on Third Party Sites. You should make your own investigations with respect to the suitability of Third Party Sites for you.
13. **Reservation of rights:** We reserve the right to amend or delete any and all of your content, Third Party Information and/or Third-Party Sites, and to block any user, if we believe that there is a violation of these Terms, or for any other reason, in our sole discretion.
14. **Delays and outages:** We are not responsible for any delays or interruptions to the Site. We will use commercially reasonable efforts to minimise delays and interruptions. We cannot warrant that the Site will be available at all times or at any given time. We may at any time and without notice to you, discontinue the Site in whole or in part. We are not responsible for any loss, cost, damage or liability that may result from our discontinuance of the Site.
15. **Limitation of liability:** To the extent permitted by law, we exclude all liability for any loss, damage, costs or expense, whether direct, indirect, incidental, special and/or consequential including loss of profits, suffered by you or any third party, or claims made against you or any third party which result from any use of or access to, or any inability to use or access, the Site.

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16. **Disclaimer:** The Site is provided to you without warranties, express or implied, including but not limited to implied warranties of merchantability and/or fitness for a particular purpose. We do not warrant that the functions contained in any material on the Site or your access to the Site will be error free, that any defects will be corrected, that the Site or the server which stores and transmits material to you are free of viruses or any other harmful components, or that the Site will operate on a continuous basis or be available at any time.

While we endeavour to keep the Site and Information up to date and correct, we make no representations, warranties or guarantee, express or implied, about:

- (a) the completeness, accuracy, reliability, suitability or availability of any Information, images, products, services, or related graphics contained on the Site for any purpose;
- (b) Third Party Information; or
- (c) Third Party Sites.

You read, use, and act on information contained on the Site, Third Party Information and/or Third Party Sites, strictly at your own risk.

17. **Your responsibility to us:** By using the Site, you will be responsible for any loss or damage that we suffer arising out of or connected to:

- (a) your use of or access to the Site;
- (b) any breach by you of these Terms, or
- (c) any negligent act or omission by you.

The rights and obligations under these Terms, and any licences granted in them, may not be transferred by you, but may be transferred by us without restriction.

18. **Breach:** You may only use the Site for lawful purposes and in a manner consistent with the nature and purpose of the Site. We reserve the right to remove any and all content found to be in breach of intellectual property rights, including without limitation copyright, or which in our opinion is deemed inappropriate and/or illegal. If you breach these Terms, we reserve the right to block you from the Site and to enforce our rights against you. If we do not act in relation to a breach of these Terms by you, this does not waive our rights to act with respect to subsequent or similar breaches of these Terms by you. All rights not expressly granted in these Terms are reserved to us.
19. **Exclusion of competitors:** You are prohibited from using the Site, including the Information, in any way that competes with our business. If you breach this term, we will hold you responsible for any loss that we may sustain, and hold you accountable for any profits that you may make from non-permitted use. We reserve the right to exclude any person from using the Site and Information, in our sole discretion.
20. **Enforceability:** If any provision of these Terms is found to be illegal, invalid or unenforceable by a court of law, then the provision will not apply in that jurisdiction and is deemed not to have been included in these Terms in that jurisdiction. This will not affect the remainder of these Terms, which continue in full force and effect.
21. **Further assurances:** Each party must, at its own expense, do everything reasonably necessary to give full effect to these Terms and the events contemplated by them.
22. **Disputes:** We would encourage you to discuss with us any dispute arising out of or relating to these Terms, prior to resorting to an external dispute resolution process or the courts. Please notify us in writing of any dispute you may have.
23. **Jurisdiction:** Your use of the Site and any dispute arising out of your use of it is subject to English law. These Terms are governed by English law. You can bring legal proceedings in respect of any dispute arising out of the accessing or use of this website in the English courts or, if you live in Scotland, the Scottish courts, or if you live in Northern Ireland, the Northern Irish courts etc. The Site may be accessed throughout the UK and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside of the UK. If you access the Site from outside of the UK, you do so at your own risk and are responsible for complying with the laws in the place where you access the Site.

For questions and notices, please contact us at:

Meir Australia (UK) Limited
c/- Saffery Champness
71 Queen Victoria Street, London EC4V 4BE
United Kingdom
Email: uk@meir.com.au