

WEBSITE TERMS OF USE

Attention Seekers Productions Limited is a company registered in England and Wales under company number 07675879, with its registered office at Unit 14, The Westworks, 195 Wood Lane, London, England, W12 7FQ and with VAT number [GB 115927314] (the "**Attention Seekers**"). Attention Seekers operates the websites: <https://www.attentionseekers.com/> , <https://www.advncr.com/> (the "**Website**").

1. Understanding these terms of use

- 1.1 These terms of use (these "**Terms**") describe how you may access and use the Website.
- 1.2 When certain words and phrases are used in these Terms, they have specific meanings (these are known as "**defined terms**"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).
- 1.3 In these Terms, when we refer to "**we**", "**us**" or "**our**", we mean Attention Seekers or ADVNCR; and when we refer to "**you**" or "**your**" we mean:
 - 1.3.1 you, the person accessing or using the Website; and
 - 1.3.2 where applicable, the business on whose behalf you are acting.

Please note:

- 1.3.3 if you are acting for purposes that are wholly or mainly outside your trade, business, craft or profession, you are acting as a "**Consumer**"; or
 - 1.3.4 if you are acting for purposes relating to your trade, business, craft or profession, then you are acting in the course of a business (a "**Business User**").
- 1.4 If you are a Business User, then by accessing and using the Website, you represent and warrant that:
 - 1.4.1 you have full legal authority to bind your employer or the business you represent; and
 - 1.4.2 you agree to these Terms on behalf of your employer or the business that you represent.
- 1.5 Please note that the Website uses cookies (the use of which are governed by our cookies policy) and we only use your personal information in accordance with our privacy policy.

2. The Website

- 2.1 The Website is made available free of charge. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable

at any time or for any period. We may update the Website and/or change the content on it at any time.

- 2.2 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them.
- 2.3 The Website and the content on it are provided for general information purposes only. They are not intended to amount to advice on which you should rely.
- 2.4 If you wish to purchase a service or product from us, you may contact us via the Website or the details set out in clause 10. Any services you procure from us will be subject to the terms of a separate contract between you and us (and not these Terms).

3. **Acceptable use**

General

- 3.1 You agree not to:
 - 3.1.1 use the Website in any way that breaches these Terms or any applicable local, national or international law or regulation;
 - 3.1.2 copy, or otherwise reproduce or re-sell any part of the Website unless expressly permitted to do so in these Terms; or
 - 3.1.3 do any act or thing that might damage, disrupt or otherwise interfere with the operation of the Website or any equipment, network or software used in operating the Website.

User Generated Content

- 3.2 If it is the case that you supply or upload any content to the Website, whether it be pictures, videos, text, sound recordings or other content ("**User Generated Content**"), that User Generated Content must:
 - 3.2.1 not be obscene, abusive, offensive or racist and it must not promote or propose hatred or physical harm against anyone;
 - 3.2.2 not it must not harass or bully another person;
 - 3.2.3 be true and honest so far as you know;
 - 3.2.4 not: (i) constitute pornography; or (ii) be sexual or sexually suggestive involving minors;
 - 3.2.5 not be defamatory of anyone;
 - 3.2.6 not be unlawful;
 - 3.2.7 not use the material or content or infringe the rights or privacy of anyone else; for example you should not use images of well-known characters, footage or music (unless it is your own);

- 3.2.8 not contain someone else's personal details or confidential information relating to other people;
 - 3.2.9 not promote discrimination, whether based on ethnicity, race, sex, religion, nationality, disability, sexual orientation, age or any other protected characteristic;
 - 3.2.10 not promote or condone terrorism, violence or illegal behaviour;
 - 3.2.11 not be harmful to minors in any way;
 - 3.2.12 not impersonate any person, or misrepresent your identity or affiliation with any person;
 - 3.2.13 not give the impression that it emanates from or is endorsed by us, if this is not the case; and
 - 3.2.14 not breach these Terms.
- 3.3 We reserve the right to refuse to accept or refuse or cease to use any User Generated Content supplied by any person that we think contravenes the above.
- 3.4 In addition, we may from time to time provide interactive services on the Website that shall enable you to upload User Generated Content, including, without limitation:
- 3.4.1 comment facilities;
 - 3.4.2 chat rooms; and/or
 - 3.4.3 bulletin boards,
- (together "**Interactive Services**").
- 3.5 Where we provide an Interactive Service, we will use reasonable endeavours to provide information to you about the kind of service offered and if it is moderated. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide.
- 3.6 The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online. Minors who are using any Interactive Service should be made aware of the potential risks to them.

Viruses

- 3.7 We do not guarantee that the Website will be totally secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and we recommend that you use your own virus protection software.
- 3.8 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision,

you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

4. Intellectual property

- 4.1 We are the owner or licensee of all intellectual property rights in the Website and its content, the ADVNCR and Attention Seekers name and mark and ADVNCR and Attention Seekers product names and images. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 4.2 You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these Terms.
- 4.3 No part of the Website, including, without limitation, the text, designs, graphics, photographs and images contained in it, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.
- 4.4 Any communications or materials you send to us through the Website by electronic mail or other means will be treated as non-proprietary and non-confidential (other than communications in respect of your order if you use the Website to buy products from us). We are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material for any purpose, including, but not limited to, developing, manufacturing, advertising and marketing us and our products.

5. Our liability

- 5.1 Nothing in these Terms excludes or limits our liability for:
 - 5.1.1 death or personal injury caused by our negligence;
 - 5.1.2 fraud or fraudulent misrepresentation; or
 - 5.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- 5.2 We assume no responsibility for the content of websites linked to from the Website (including links to our commercial sponsors and partners). Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

If you are a Business User

- 5.3 If you are a Business User, subject to clause 5.1:
 - 5.3.1 in no event shall we be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise; and

- 5.3.2 our total liability to you for any loss or damage arising out of or in connection with these Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £100.
- 5.4 You shall indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of any breach of these Terms.

If you are a Consumer

- 5.5 If you are a Consumer, save as set out in clause 5.1, the following sub-clauses apply.
 - 5.5.1 Nothing in these Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.
 - 5.5.2 You agree not to use the Website, or any content on the Website, for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 - 5.5.3 Our total liability to you for any loss or damage arising out of or in connection with these Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £100.

6. Suspension and termination

- 6.1 If you breach any of these Terms, we may immediately do any or all of the following (without limitation):
 - 6.1.1 issue a warning to you;
 - 6.1.2 temporarily or permanently remove any User Generated Content uploaded by you to the Website;
 - 6.1.3 temporarily or permanently withdraw your right to use the Website;
 - 6.1.4 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
 - 6.1.5 take further legal action against you; and/or
 - 6.1.6 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

7. Changes to these Terms

We may make changes to these Terms from time to time (if, for example, there is a change in the law that means we need to change these Terms). Please check these Terms regularly to ensure that you understand the Terms that apply at the time that you access and use the Website.

8. Other important information

- 8.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 8.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

9. Governing law and jurisdiction

- 9.1 These Terms are governed by the laws of England and Wales. This means that your access to and use of the Website, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law.
- 9.2 You can bring proceedings in respect of these Terms in the English courts. If you are a Consumer, you can bring legal proceedings in respect of these Terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts. We may bring any dispute which may arise under these Terms to the English Courts or, if you are a Consumer, the court of your country of habitual residence if this is within the UK.
- 9.3 As a Consumer, if you are resident in the UK and we direct this Website to (and/or pursue our commercial or professional activities in relation to the Website in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including clause 9.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

10. Contacting us

Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us by clicking [here](#) or by using the following details:

Address: Unit 14, The Westworks, 195 Wood Lane, London, England, W12 7FQ

Email address: DPO@attentionseekers.com

Telephone number: 020 3848 7182

Thank you.

Terms last updated 16th October 2023