

## **WEBSITE T&CS AND PRIVACY POLICY**

### **TERMS AND CONDITIONS**

**Access to and use of [www.readgroupplc.com](http://www.readgroupplc.com) website ("Site") is subject to the following Terms and Conditions and the Privacy Policy.**

Capitalized terms used in this Terms and Conditions and Privacy Policy without definitions shall have the meanings ascribed to them.

1. **Terms.** Your use of this Site constitutes your acceptance in full of these Terms and Conditions and the separate Privacy Policy stipulated in condition 10 below (the "Terms and Conditions"). Such acceptance shall take effect from the date that you first use the Site. The REaD Group PLC ("we", "us" or "TRG") operates this Site and reserves the right to change these Terms and Conditions at any time by posting changes online. TRG reserves the right, in its discretion, to suspend, change, modify, add or remove portions of TRG content available on the Site at any time and to restrict the use and accessibility of the Site. You are responsible for reviewing information posted online to obtain timely notice of such changes. Your continued use of this Site after such changes are posted constitutes your acceptance of the Terms and Conditions as modified.

2. **Use.** Material may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your commercial use. Any other use requires the prior written permission of TRG. You agree not to adapt, alter or create a derivative work from any of the material contained in this Site. You agree to use this Site only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of this Site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this Site. When you visit this Site, or send emails to us, you are communicating with us electronically and we will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

3. **Liability.** This Site and the information, names, images, pictures, logos and icons regarding or relating to TRG or its products and services or to third party products and services, are provided "AS IS" and on an "IS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. The Terms and Conditions do not exclude TRG's liability (if any) to you for personal injury or death resulting from TRG's negligence, for fraud or for any matter in respect of which it would be illegal for TRG to exclude or to attempt to exclude its liability. In no event will TRG and/or third parties be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tort action, arising out of or in connection with the use of the Site. TRG does not warrant that the functions contained in the material contained in this Site will be uninterrupted or error free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials.

4. **Intellectual Property.** The names, images and logos identifying TRG or third parties and their products and services are proprietary marks of TRG or third parties. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any licence or right under any intellectual property of TRG or any other third party. Any feedback, comments or data submitted to the Site shall become the exclusive property of TRG. TRG does not permit copyright infringing activities and infringement of intellectual property rights on its Site, and TRG will remove the materials if properly notified that such material infringes on another's intellectual property rights. TRG reserves the right to remove any materials on the Site without prior notice.

5. **Accuracy of Information.** The information in this Site is given in good faith and for general information and interest only. The results (if any) generated from this Site are based on the information you provide and statistics derived from materials and research undertaken by TRG or third parties in each selected industry using various suppression products. The results (if any) generated are illustrative only and are not guaranteed by TRG. Opinions, comments, references and any other contents at the Site are provided by us for informational purposes only and are subject to change without notice. No information made available on the Site is for the purpose of providing accounting or consulting advice. Whilst every effort has been made to ensure the high quality and precision of the Site, TRG is not responsible for any inaccuracies and makes no representation and gives no warranty as to its accuracy. The information in this Site should not be relied on and does not constitute any form of advice or recommendation. By using this Site you confirm that you have not relied on any such information. Any arrangements made between you

and any third party named or referred to on the Site are entirely at your sole risk and responsibility. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this Site. Our liability to you as explained in condition 3 remains unaffected by this.

6. Linking. This Site may contain links to other websites. TRG accepts no responsibility or liability for the content of other websites that are not under the strict control of TRG. Any link is not intended to be, nor should be construed as, an endorsement of any kind by TRG of that other website. It is your responsibility to check the Terms and Conditions and Privacy policy on any other website which you visit. You may not create a link to this Site from another website or document without our express written permission.

7. No Contract for Services. Nothing on this Site is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for those Terms and Conditions which govern the relationship between us in relation to your use of the Site. If you make a contract with a third party who is named or referred to on this Site, it is your responsibility to ensure that you are happy with that contract and to take legal advice if necessary. You agree and understand that while it may be possible to access and gather information through this Site, this does not constitute an incitement, invitation or personal endorsement in respect of the services or products provided by TRG or its affiliated or associated companies. Any potential benefits and advantages generated by this Site are illustrative based on the information provided by you and shall not be construed as a binding offer from TRG.

8. Content Standards. These content standards apply to any and all material which you contribute to this Site ("Contributions"), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the latter. These content standards apply to each part of any contribution as well as to its whole. Contributions must: i) be accurate (where they state facts); ii) be genuinely held (where they state opinions); and iii) comply with applicable law in the UK and in any country from which they are posted. Contributions must not: i) contain any material which is defamatory of any person; ii) contain any material which is obscene, offensive, hateful or inflammatory; iii) promote sexually explicit material; iii) promote violence; iv) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; v) infringe any copyright, database right or trade mark of any other person; vi) be likely to deceive any person; vii) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; viii) promote any illegal activity; ix) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; x) be likely to harass, upset, embarrass, alarm or annoy any other person; xii) be used to impersonate any person, or to misrepresent your identity or affiliation with any person; xiii) give the impression that they emanate from us, if this is not the case; or xiv) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

9. General. If there is any conflict between these Terms and Conditions and rules and/or specific terms of use appearing on this Site relating to specific material then the latter shall prevail. If any of these Terms and Conditions or a portion thereof shall be determined to be illegal, invalid or otherwise unenforceable, then to the extent that such particular Terms and Conditions or portions thereof are illegal, invalid or unenforceable, they shall be severed and deleted and the remaining Terms and Conditions contained herein shall survive, remain in full force and effect and continue to be binding and enforceable. These Terms and Conditions shall be governed by and construed in accordance with the laws of England. The English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these Terms and Conditions. Failure to comply with the Terms and Conditions and the Privacy Policy of this Site constitutes a material breach of the terms of use upon which you are permitted to use this Site, and may result in our taking all or any of the following actions: i) immediate, temporary or permanent withdrawal of your right to use this Site; ii) immediate, temporary or permanent removal of any posting or material uploaded by you on to this Site; iii) issue of a warning to you; iv) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; iv) further legal action against you; and/or v) disclosure of such information to law enforcement authorities as we reasonably feel is necessary. We exclude liability for actions taken in response to breaches of this Terms and Conditions and Privacy Policy. The responses described are not limited, and we may take any other action we reasonably deem appropriate.

10. Privacy. This Privacy Policy forms part of these Terms and Conditions and you should read it carefully.

11. Complete Agreement. These Terms and Conditions (including the Privacy Policy referred to in condition 10) contain all the Terms and Conditions which you and TRG have relied on and agreed to in relation to the use of the Site.

## 1. PRIVACY POLICY

1.1 Please read our Privacy Policy carefully before using this Site. Capitalised terms used in this Privacy Policy without definition shall have the meanings ascribed to them in the Terms and Conditions. Notwithstanding the foregoing, "we", "us" and "our" means TRG and our affiliated companies and "you" means the individual using our Site. This Privacy Policy applies to the entire Site. We are committed to respecting your privacy. Once you choose to provide us with any information by which you can be identified, then you can be assured that it will only be used in accordance with this Privacy Policy.

1.2 We request that all users read and accept the Terms and Conditions and this Privacy Policy. If you do not agree to the Terms and Conditions or the Privacy Policy applicable to this Site or any Site managed by us that links from the Site you must cease using the Site or the one linked from it that is within our control immediately.

1.3 We are fully registered under the Data Protection Act 1998 ("DPA") and to ensure we comply with all protection the DPA affords to you we have set out below how we intend to utilize the information provided by you when you register via the Site homepage. Further information on the DPA is on the Internet at [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk).

1.4 When you access the Site, we may ask you to give us your name; email address; organisation name; phone numbers; technical details on your computer or access device; time and date of access; location of access; your billing information, transaction information; information regarding your personal or professional interests, demographics, experiences with us and others in order to provide you with further correspondence about the products and services available through this Site. We may use your personal data for contacting you via the phone or email for support, notification of new products or new versions, general correspondence regarding the website and correspondence which may relate to you. The results (if any) generated from this Site will be communicated to you via the email address you provide us on this Site.

1.5 The information you provide will be kept confidential and will only be passed on to external companies if you have opted in to permit TRG to give your contact information to selected companies, business partners, sponsors and advertisers. If you opt out of permitting TRG to pass on your information, it will be used only to support your customer relationship with us (i.e., emails only from TRG) and to provide the specified service. We do not disclose or sell your information outside our corporate group except if we sell the whole or part of our business.

1.6 Our Site may not always be available and the material on it may not necessarily reflect our views, in particular message rooms or bulletin boards which may be accessible via the Site or those accessible from it are not private and all users are responsible for content submitted by them. All users must also agree not to tamper with the Site and respect our intellectual property rights and those of our licensors and by accepting this Privacy Policy and the Terms and Conditions you hereby agree to do so. The Site may also have links to other websites over which we have no control.

1.7 In accordance with statutory obligations, we only collect personal information from you necessary for us to supply the services to you. You have the option at any time to request that we:

1.7.1 remove details from our database;

1.7.2 update the information we hold about you;

1.7.3 request a copy of the information that we hold (subject to the payment of a request fee); or

1.7.4 stop receiving data.

1.8 All you need to do is write to the address below providing the following reference: **www.readgroupplc.com** and in each case quote your name and leave a telephone number so that we may contact you. We will take reasonable steps to verify your identity.

## 2. COOKIES

2.1 A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can remember who you are. A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a value, usually a randomly generated unique number. The types of cookies we may use on this Site are:

Session cookies (“Session Cookies”) which are temporary, non-persistent cookies that remain in the cookie file of your browser until you leave the Site; and

Persistent cookies: which remain in the cookie file of your browser for much longer (though how long will depend on the lifetime of the specific cookie).

Cookies can help a website to arrange content to match your preferred interests more quickly. Most major websites use cookies.

How we use on our Site and what information we collect:

## 2.2 Session Cookies

2.2.1 To allow you to carry information across pages of our Site and avoid having to re-enter information.

2.2.2 To allow you to maintain a shopping basket.

2.2.3 Within registration to allow you to access stored information.

## 2.2 Persistent Cookies

2.2.1 To help us recognize you as a unique visitor (just a number) when you return to our website and to allow us to tailor content or advertisements to match your preferred interests or to avoid showing you the same adverts repeatedly.

2.2.2 To compile anonymous, aggregated statistics that allow us to understand how users use our site and to help us improve the structure of our website. We cannot identify you personally in this way.

2.2.3 Within research surveys to ensure you are not invited to complete a questionnaire too often or after you have already done so.

## Disabling/Enabling Cookies

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of our site if cookies are disabled.

Find out how to disable/enable cookies by clicking on the “Manage Cookies” section of the Interactive Advertising Bureau UK website on the following link <http://www.allaboutcookies.org>.

## 3. FURTHER INFORMATION ON DATA PROTECTION AND PERSONAL PRIVACY

3.1 For further information from us on Data Protection and Privacy contact us via post sent to the following address:

Marketing Manager  
The REaD Group Plc  
St. George’s House  
15 Pembroke Road  
Sevenoaks  
Kent TN13 1XR

Information on the Data Protection Act 1998 is also on the Information Commissioner’s web site at [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk)

3.2 The Read Group PLC, is registered in England with its registered address at St George’s House, 15 Pembroke Road, Sevenoaks, Kent TN13 1XR. Registered number 02959244.