

HOLD THAT SHOT LTD

WEBSITE TERMS AND CONDITIONS OF USE

IMPORTANT LEGAL NOTICE

ATTENTION: These Terms of Use (together with our [Privacy Policy](#) and any other documents referred to within it) apply to the entire contents of this Site and to any correspondence by e-mail between us and you. Please read these terms carefully before using this Site.

Using this Site indicates that you accept these Terms of Use in full regardless of whether or not you choose to register with the Site. If you do not accept these terms, do not use this Site.

This notice is issued by Hold That Shot Ltd.

1. Definitions and Interpretations

- 1.1. The following words and expressions have the following meanings unless inconsistent with the context:

“Commercial Gain”

includes, without limitation, using our Site as part of advertising which may result in revenue generation or personal gain, selling goods to a third party and copying, reproducing, distributing, publishing, transferring, licensing, selling, commercially exploiting or duplicating any element of our Site whatsoever;

“Site”

www.holdthatshot.co.uk;

“we” “us” or “our”

Hold That Shot Ltd, a company registered in England and Wales with company number 08138840 whose registered office is at The Old Drill Hall, 10 Arnothill Road, Arnold, Nottingham, NG6 6JL and who may be contacted on info@holdthatshot.co.uk; and

“you” “your”

an individual company or firm accessing our Site.

1.2.

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- 1.2. References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time and any subordinate legislation made from time to time under the relevant statute or statutory provision.

- 1.3. References to "**persons**" include natural persons, firms, partnerships, companies, corporations, associations and organisations, (in each case whether or not having separate legal personality).
- 1.4. Use of any gender includes the other genders.
- 1.5. Words in the singular include the plural and words in the plural include the singular.
- 1.6. Any reference to "**writing**" or any cognate expression includes communications by post and email but excludes facsimile and text messages.
- 1.7. The headings to Conditions do not affect the interpretation of these Conditions.
- 1.8. Any phrase introduced by the term "**include**", "**including**", "**in particular**" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

2. Introduction

- 2.1. You may access all most areas of our Site without registering your details with us. Certain areas of our Site may only be open to you if you register.
- 2.2. By accessing any part of our Site, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Site immediately.
- 2.3. We may revise this legal notice at any time by updating this posting. You should check this Site from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of our Site.
- 2.4. You are responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms of Use and our [Privacy Policy](#) and that they comply with them.
- 2.5. Unless specified otherwise, the materials on this Site are directed solely at those who access the Site from within the United Kingdom. We make no representation that any products or services referred to on this Site are appropriate for use, or available, in other locations or languages. If you choose to access our Site from locations outside of the United Kingdom, you are responsible for ensuring compliance with local laws if and to the extent that they are applicable.

3. Licence

- 3.1. Subject to Condition 3.5, you are permitted to print and download extracts from this Site for your own personal use on the following basis:
 1. no documents or related graphics on this Site are modified in any way;
 2. no graphics on this Site are used separately from accompanying text; and
 3. our copyright, trade mark notices and this permission notice appear in all copies.

- 3.2. Unless otherwise stated, the copyright and other intellectual property rights in all material on this Site (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of this legal notice, any use of extracts from our Site, other than in accordance with Condition 3.1 above, for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use this Site will automatically terminate and you must immediately destroy any downloaded or printed extracts from our Site.
- 3.3. Subject to Condition 3.1, no part of this Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 3.4. Any rights not expressly granted in this legal notice are reserved.
- 3.5. You must not visit or use this Site for the purposes of Commercial Gain.

4. Visitor Material and Conduct

- 4.1. You are required to be over 18 years old in order to create an account. If you are under the age of 18 you must ask a parent or guardian to create an account on your behalf.
- 4.2. Any form of account created on our Site to interact on our blog, message boards or discussion forums is at our authorisation, and must meet with reasonable standards of usage and behavior at all times. Failure to abide by these standards may result in the termination of your account at our sole discretion. Any account name must not be offensive, defamatory, discriminatory, intended to deceive other users, or promote any illegal activity. We reserve the right to decide whether an account name is acceptable or not.
- 4.3. Passwords, PIN codes or any other form of access code should be treated as confidential and not shared with any other person.
- 4.4. If you suspect your password has been discovered by a third party you should make use of the password reset function at <http://holdthatshot.co.uk/lost-password/> as soon as possible.
- 4.5. Other than personally identifiable information, which is covered under the [Privacy Policy](#), any material or articles you transmit or post to our Site shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.6. You are prohibited from using our Site or posting or transmitting to or from our Site any material in any way:
 1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 2. for which you have not obtained all necessary licences and/or approvals; or

3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the United Kingdom or any other country in the world; or
 4. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or
 5. that breaches any local, national or international law or regulations; or
 6. that is unlawful or fraudulent, or has any unlawful or fraudulent purpose;
 7. for the purpose of harming or attempting to harm minors in any way; or
 8. in order to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam). You agree to indemnify us against any loss or damage suffered as a result of your contribution.
- 4.7. You may not misuse this Site (including, without limitation, by hacking).
- 4.8. Third parties may license information on this Site to us. You agree that you will not use any robot, spider, scraper or other automated means to access this Site for any purpose without our express written permission. Additionally, you agree that you will not:
1. take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
 2. copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your information) from this Site without the prior written permission of us and the appropriate third party, as applicable;
 3. interfere or attempt to interfere with the proper working of this Site or any activities conducted on this Site; or
 4. bypass measures we may use to prevent or restrict access to this Site. We do not authorise you to extract or re-utilise substantial parts of this Site, or to make systematic and repeated extractions or re-utilisations of insubstantial parts of this Site.
- 4.9. We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of Conditions 4.5, 4.7, 4.8 or relating to any part of the obligations contained within Condition 5 below.

5. Message Boards / Discussion Forums

- 5.1. Where we do provide any message boards or discussion forums, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical). We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our Site, and we will decide in each case whether it is ap-

appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards set out in Condition 5.2 below and elsewhere in these Terms of Use, whether the service is moderated or not. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

- 5.2. You agree to use any message boards or discussion forums in accordance with the following terms in addition to those requirements set out in Condition 4 above:
1. contributions must be civil and in good taste;
 2. no disruptive, offensive, abusive or threatening behaviour;
 3. no unlawful or objectionable content including but not limited to material which is sexist, racist, homophobic, obscene, pornographic or defamatory;
 4. no multiple postings;
 5. no impersonation;
 6. no swearing or vulgar language; and
 7. you must not refer to specific website addresses without our permission.
- 5.3. For your own safety and security you must not reveal any personal information about yourself or anyone else (for example telephone or mobile numbers, or home addresses).
- 5.4. We reserve the right to delete any contribution at our sole discretion and at any time without notice.
- 5.5. If you are found to be in violation of any part of this Condition 5 your ability to use any or all of the services on our Site, may be taken away, either permanently or temporarily.
- 5.6. We do not endorse the content of materials submitted by any user to the message board or discussion forum on this Site.

6. Service Access

- 6.1. Whilst we endeavour to ensure that our Site is normally available 24 hours a day, we shall not be liable if for any reason the Site is unavailable at any time or for any period.
- 6.2. Access to our Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

7. Links to and from other Websites

- 7.1. Any links to third party websites on this Site are provided solely for your con-

venience. If you use any links, you leave this Site. We may not have reviewed any such third party websites and will not control or be responsible for such websites or their content or availability. We therefore do not endorse or make any representations about any links provided to third party websites, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites which may be linked to this Site, you do so entirely at your own risk.

- 7.2. You may link to the home page of this Site with our prior written permission and so long as it is in a manner which is fair and legal, and neither takes advantage of nor damages our reputation. We reserve the right to withdraw this permission at any time.
- 7.3. All authorised links must be to the homepage of this Site and make it clear that this Site and its content are distinct from the website containing the link.
- 7.4. Our Site must not be framed on any other Site, nor may you link to any page other than the home page without our express permission.

8. Information contained on the Site

- 8.1. While we endeavour to ensure that the information on this Site is correct, we do not warrant the accuracy and completeness of the material on this Site. We may make changes to the material on this Site or described in it, at any time without notice. The material on this Site may be out of date, and we make no commitment to update such material.
- 8.2. The material on this Site is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Site on the basis that we exclude all representations, warranties and conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Site.
- 8.3. All information which is contained in the blog section of this Site does not represent our views but those of the named author only.

9. Liability

- 9.1. We, any other party (whether or not involved in creating, producing, maintaining or delivering this Site) and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Site in any way or in connection with the use, inability to use or the results of use of this Site, any websites linked to this Site or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Site or your downloading of any material from this Site or any websites linked to this Site.
- 9.2. Nothing in this legal notice shall exclude or limit our liability for:

1. death or personal injury caused by our negligence; or
 2. fraudulent misrepresentation; or
 3. any liability which cannot be excluded or limited under applicable law, including without limitation all relevant consumer law.
- 9.3. If your use of material on this Site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

10. Governing Law and Jurisdiction

- 10.1. This legal notice and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the laws of England and Wales.
- 10.2. The parties irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this legal notice or its subject matter.

The Site is operated by:

Hold That Shot Ltd whose registered office is at Old Drill Hall, 10 Arnothill Road, Arnold, Nottingham, NG6 6JL;

Registered Company Number: 08138840