

Martial Arts TV Website Usage Policy

This document governs the relationship between you and Martial Arts TV when you use our online services.

TERMS OF SERVICE

We provide our online services to you subject to the following terms and conditions. You must read these terms and conditions before using the online services. By using the online services you agree to be bound by the terms and conditions set out below, which may be updated by us from time to time. In addition, when using particular services or entering competitions, you shall be subject to any further guidelines and rules applicable to such services which may be posted by us from time to time. All such guidelines and rules are hereby incorporated by reference into these terms. In the case of any inconsistency between any such guideline or rule and these terms, the guideline or rule shall prevail. If you do not wish to be bound by these terms and conditions, you may not use the online services.

1 DEFINITIONS

"Contract" means this agreement; "Information" means all material delivered by us through the Website;

"Registration means the form you must complete in order to Form" receive newsletters, participate in any Martial Arts TV Online competition and/or register on the Website for any other reason;

"Registration means all personally identifiable information collected Information" by us when a user registers on the Website and/or participates in any Martial Arts TV online competition and/or registers for any other reason;

"Service" means the provision by us to you of access to the Information through this Website;

"we", "us", "our" means Martial Arts Networks Ltd of Fairfax House, 15 Fulwood Place, London, W1CB 3AU;

"Website" means the relevant website situated at www.martialartstv.com; and any re-direct websites; and

"you", "your", means you, the Service end-user. "yourself"

2 REGISTRATION, PASSWORD, SECURITY AND USE

If you sign up for some of our services you may be required to complete the online registration process. You must provide us with true, accurate, current and complete information about yourself (as prompted by the Registration

Form). You will need to submit various details including your name and email address and choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and other account details. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to: (a) notify us immediately of any unauthorised use of your account or any other breach of security; and (b) exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this paragraph 2. If you provide any information that is untrue, inaccurate, or not current or complete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, or not current or complete, we have the right to suspend or terminate your access to those parts of the Service requiring registration.

You acknowledge that we may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that message board postings or other uploaded content will be retained by the Website and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that we have no responsibility or liability for the deletion of or failure to store any messages and other communications or other content maintained or transmitted by the Service. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

3 DISCLAIMER OF WARRANTIES

The Service is provided on an "as is" and "as available" basis and we make no warranties or representations, whether express or implied, in relation to the Service, including but not limited to implied warranties or conditions of completeness, accuracy, satisfactory quality and/or fitness for a particular purpose.

You acknowledge that: (a) it is technically impossible to provide the Service free of faults and that we do not undertake to do so; (b) faults may lead to temporary unavailability of the Service; (c) the results that may be obtained from the use of the Service may include inaccuracies or typographical errors; and (d) the operation of the Service may be adversely affected by conditions and performances outside our control, including without limitation, transmission and telecommunications links between us and you, between different parts of our network, and between us and other systems and networks.

You further acknowledge that some of the Information, for example software, is supplied to us by third parties and accordingly we offer no warranty of whatever nature in relation to such Information.

We will not be liable to you for failures, defects or delays in the Service in any circumstances, including without limitation where: (a) you have provided incorrect information in connection with the Service; (b) you accidentally erase

an element of the Service provided to you; or (c) your failure to comply with the instructions for use of the Service as explained by us.

4 LIMITATION OF LIABILITY

You agree that, except for death and personal injury arising from our negligence, we shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising from or in any way connected with this Contract or the use or performance of the Service or Website, including without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage).

5 RIGHTS GRANTED/ RIGHTS RESERVED

We provide the Information to you solely for your personal, non-commercial purposes and you may download the Information onto only one (1) computer hard drive for such purposes. The Information may not be used for any other purpose including without limitation, publication, reproduction or transmission without our express written permission, subject to which you may upload and/or send material derived from the Information or other material to us. By uploading or sending any material to us, you thereby grant to us an irrevocable, unconditional, world-wide, royalty free licence to use such material or any part of it in perpetuity in any and all media and in any manner we may determine in our sole discretion. Furthermore, you thereby waive all so-called moral rights or other similar rights in such material. You agree not to copy, modify, create a derivative work, reverse engineer, reverse assemble or otherwise attempt to discover the source code, sell, assign, sub-license, grant a security interest in or otherwise transfer any right in the Information. All rights not expressly granted are reserved to us.

6 USER CONDUCT

We provide the Service to you solely for your personal, private use. You undertake not to use the Service:

- (a) for any unlawful purpose;
- (b) in any way so that the Service is interrupted, damaged, rendered less efficient or the functionality of the Service is in any way impaired;
- (c) in any way that may damage or disrupt another user's computer;
- (d) for the transmission, uploading or posting of any computer viruses or any harmful or deleterious files or programs;
- (e) to transmit, upload or post any material which is defamatory, offensive, racist, vulgar, libellous or of an obscene or menacing character, or in such a

way as to cause annoyance, inconvenience or needless anxiety;

(f) as a means to threaten, stalk, harass, abuse, or otherwise insult other users or to collect or store personal data about other users;

(g) in a manner which constitutes a violation or infringement of any person, firm or company's rights (including, but not limited to, rights of copyright or confidentiality);

(h) to transmit any material for the purposes of publicity, promotion and/or advertising without our prior written consent unless such transmission has been specifically requested by another user of the Service;

(i) to create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message, including, but not limited to impersonating an MTV employee, manager, host or another user; or

(j) to transmit, upload, post or otherwise make available any solicited or unauthorised advertising, promotional materials, "junkmail", "spam", "chain letters", "pyramid schemes" or any duplicative or unsolicited messages.

Notwithstanding this, we do not control the content posted by you or other users of the Service and as such, do not guarantee the accuracy, integrity or quality of such content. By using the Service, you acknowledge that you may be exposed to content that is offensive or objectionable. Furthermore, whilst we make every effort to test and check Information and content on the Website, we recommend that you run anti-virus programs on any Information and/or content obtained via the Service.

Under no circumstances will we be liable in any way for any content or any damage incurred as a result of you accessing any content posted or otherwise transmitted via the Service.

You acknowledge that we do not monitor or pre-view any content posted via you or other users of the Service, but that we shall have the right (but not the obligation) to refuse access to or move any content made available via the Service.

7 PARENTAL RESPONSIBILITY

We are concerned about the safety and well being of all our users, but children in particular. Parents who allow their children to use the Service should take care to supervise and assist their children. We remind you that the Service is designed to appeal to a wide audience. As the legal guardians, we remind parents that it is their responsibility to supervise children and to determine whether particular areas of the Website are suitable for your child.

8 INDEMNIFICATION

You further undertake that in the event that you have any right, claim or action against any other user arising from the use of the Service, you shall pursue such right, claim or action independently of, and without recourse to us. You will fully indemnify and defend us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of this Contract or any use of the Service, the Information or the Website by you. You acknowledge that we have limited control over the nature and content of Information and programs transmitted or received by you or others who use the Service and that we do not examine in any way the use to which you put the Service. You agree to fully indemnify us against any claims or legal proceedings arising in connection with your use of the Service which are brought or threatened against us by any other person.

9 INTELLECTUAL PROPERTY

You acknowledge that all copyright, trade marks and all other intellectual property rights in the Service, Information and the Website shall remain vested in us or our licensors.

10 SUSPENSION AND TERMINATION

We shall have the right to immediately terminate this Contract and/or suspend your access to the Service if you commit a breach of these terms and conditions.

11 COMPETITIONS

When entering a specific competition we will alert you to any particular rules and/or restrictions applicable to that competition. Please [click here](#) and ensure that you read our general competition rules which apply to all of our competitions in the absence of any specific rules to a competition.

12 USER PRIVACY

If you want to amend your Registration Information or add or remove your name from an SMS, newsletter or other distribution list (which you have subscribed to on the Website), you can click on the "Update Profile" link when logged in on the Website and amend your profile accordingly.

If you want to remove all of your information from our database, you may do so by sending an email to unsubscribe@artilartstv.com specifying your name, email address and telephone number.

This page contains further information on our privacy policy and our treatment of the Registration Information and/or any other personal information relating

to you that we collect in the course of providing the Service. Additionally, you may ask questions about privacy issues by sending an email to unsubscribe@martilartstv.com.

13 MARTIAL ARTS TV MOBILE SERVICES

Please see the Mobile Services information on our mobile services and additional terms and conditions applicable when users interact with us via mobile devices/SMS (for example, when entering competitions or registering a vote).

14 MESSAGE BOARDS AND CHATROOMS

Please see our Message Board and Chatroom Code of Conduct.

15 OTHER WEBSITES

This Website may contain links to other websites which are not controlled by us. This Contract only applies to your use of this Website and the Service and we shall not be responsible for any content on any other websites. Any link to any other website does not amount to an endorsement of that website or its content.

16 CHANGES TO THIS CONTRACT AND THE SERVICE

We reserve the right to change the terms and conditions of this Contract from time to time by placing a note of such change in this file, and your continued use of the Service following notice of such change shall be deemed to be your acceptance of any such change. It is your responsibility to check this file regularly to determine whether this Contract has been changed. If you do not agree to any change in the terms and conditions of this Contract then you must immediately stop using the Service. We also reserve the right to change and update the Service from time to time.

17 SEVERABILITY

Each provision of this Contract excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the termination of this Contract.

18 NO WAIVER

No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

19 CHOICE OF LAW AND JURISDICTION

This Contract shall be governed by English law and the parties hereby irrecoverably submit to the exclusive jurisdiction of the English courts.

This Contract shall be governed by English law and the parties hereby irrecoverably submit to the exclusive jurisdiction of the English courts.