

# **GONG**

## **TERMS of USE**

### **1. INTRODUCTION**

- 1.1. Welcome to the GONG site. This site is owned and operated by GONG Media Ltd (“we”, “us” or “our”).
- 1.2. These terms of use together with our privacy policy (the “Terms”) govern your use of this site and any services that we supply via this site (together described as “the Service”).
- 1.3. PLEASE READ THESE TERMS BEFORE USING OUR SITE, as by using our site you are agreeing to be bound by these Terms. If you do not wish to be bound by what you read, you should not use or access this site.

### **2. OUR CONTENT**

- 2.1. The content and design of this site and any content e-mailed to you or otherwise supplied to you in connection with our site (which includes, without limit, audio-visual material, graphics, software, images, text and music) is owned by us or our licensors (“Our Content”). Our Content is protected by copyright, trade marks, database and other intellectual property rights.

### **3. USE OF OUR CONTENT**

- 3.1. You are permitted for your personal non-commercial use only to: retrieve and display Our Content on your computer screen or your media player and print individual pages of Our Content on paper (but not photocopy them) and store such pages in electronic form on your computer.
- 3.2. Any use of Our Content not specifically permitted above is expressly prohibited. In particular, you not permitted to  modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, transmit, broadcast, make available to the public, or in any way exploit all or any part of Our Content without our prior written consent, or  reproduce or store in or transmit to any other web site, newsgroup, electronic bulletin board, server or other storage device connected to a network or regularly or systematically store in electronic or print form, all or any part of Our Content. or remove the copyright or trade mark notice from any copies of Our Content.

### **4. TRADE MARKS**

- 4.1. The trade marks, ‘GONG’ together with the GONG logo are owned by us. All other brand names and trade marks that appear on this site are trademarks or trade names of their respective holders. No permission is given in respect of the use of any of these brands or marks and any such use may constitute an infringement of the holder’s rights.

### **5. CHANGES TO OUR CONTENT**

- 5.1. We reserve the right, in our discretion, to suspend, change, modify, add or remove portions of Our Content at any time and to restrict the use and accessibility of the site.

### **6. FUNCTIONING OF THE SERVICE**

- 6.1. You will need reliable Internet access to use our site.
- 6.2. If you wish to play any of the audio-visual content displayed on the site or sent to you via e-mail you will need Macromedia flash player v9.
- 6.3. You are not permitted to use any device, software or routine to interfere or attempt to interfere with the proper working of this site or any activity conducted on this site. You may not take any action which imposes an unreasonable or disproportionately large load on this site or on the site’s infrastructure.

### **7. PRIVACY POLICY**

- 7.1. We take your privacy seriously. Please read our Privacy Policy to see what personal information we collect and how we deal with this information.

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### **8. LINKS FROM THIS SITE**

- 8.1. We include links to third party sites on our site which we believe may be of interest to you. You agree that if you chose to enter a linked site, we are not responsible for the content on such sites or their availability.
- 8.2. If you use a linked site, any personal information you give them will be dealt with in line with their privacy policy, not ours, so please ensure that you read their privacy policy before you provide any personal information.

### **9. NO WARRANTIES**

- 9.1. Whilst we operate this site with reasonable skill and care and use our reasonable endeavours to correct any faults of which we are aware, we make no warranty in respect of Our Content and the Service. These are provided on "AS IS" and on an "ISAVAILABLE" basis. In particular, to the extent permitted by law, these are provided without any representations or any kind of warranty (whether express or implied), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 9.2. We do not promise that your access to our site, or its content or any of the features on our site will be delivered uninterrupted, timely or error-free, or that the site will be free from viruses or other harmful properties. It is your responsibility to implement satisfactory safeguards and procedures to make sure any files you obtain through our site or our e-mails are free from such contaminations or other harmful properties.

## **10. NO LIABILITY**

10.1. Use of this site and Our Content is at your sole risk. You agree that to the maximum extent permissible under applicable law, we and our licensors will not be held liable for any direct, indirect, incidental or other type of loss or injury arising out of or in connection with the downloading or use of any content from our site or the Service.

## **11. INDEMNITY**

11.1. You agree to indemnify, defend and hold harmless us, our directors, officers, employees and licensors from and against any claim, liability, cost, damage or loss we may incur (including reasonable legal fees) as a result of any breach by you of your obligations under these Terms.

## **12. CHANGES TO THESE TERMS**

12.1. We may make changes to these Terms at anytime. We will let you know what these changes are by posting them to this page, but it is your responsibility as a user to make sure that you are aware of them, by checking for any changes on a regular basis. Changes will become effective as soon as they are posted. If you continue to use our site after the posting of changes to these Terms, it means that you accept any such changes.

## **13. GENERAL**

### **Severability**

13.1. If any part of these Terms are found to be unenforceable as a matter of law, all other parts of these Terms will not be affected and will remain in force. Entire agreement

13.2. These Terms govern our relationship with you and represent our entire agreement with you.

### **Assignment**

13.3. You may not assign, sub-license or otherwise transfer any of your rights Under these Terms.

### **Waiver**

13.4. If you breach these Terms and we choose to ignore your breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms again.

### **Exclusion of third party rights**

13.5. These Terms do not create any right enforceable by any person who is not a party to this agreement, except that the provisions of these Terms may be enforced by our licensors subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999. © 1995-2011 Gong Media and its licensors. All rights reserved

### **Governing law and jurisdiction**

13.6. The contract between us will be concluded in English. Any disputes or claims arising out of or in connection with the contract are governed by and construed in accordance with the laws of England. If a dispute arises out of or in connection with this contract, we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If either or both of us refuse to initiate the mediation procedure within 14 days of the dispute arising or if we both fail to agree terms of settlement within 30 days of the initiation of the procedure, either of us will be free to initiate proceedings in the courts of England which will have exclusive jurisdiction to deal with such dispute.

## **14. COMPANY INFORMATION**

14.1. GONG Media is an English registered company (number 5421546) with registered office at Curzon House, 24 High Street, Banstead, Surrey SM7 2LJ, United Kingdom. Our VAT number is 923 3558 24.

## **15. CONTACT US**

15.1. If you require any further information, you can contact us at [contact@gongnetworks.com](mailto:contact@gongnetworks.com).

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