

Webjam Mark 2 Terms and Conditions
Updated May 9, 2012

Welcome to Webjam Mark 2 Limited services. Webjam Mark 2 is a social networking service (the "Service") that allows Members to create and manage online websites in order to aggregate, publish and share information with other users. The Services offered by Webjam Mark 2 ("Webjam", "us", "our") include the www.webjam.com website (the "Webjam Website"), its sub-domains and any other Webjam-branded features, content, or applications offered from time to time by Webjam Mark 2 Ltd. in connection with the Service (collectively, the "Webjam Services"). Use of the Webjam Services is subject to these Terms and Conditions ("T&C"). These T&C will also be applicable to any trial basis use of the Service. You are only authorized to use the Webjam Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this T&C Agreement.

The following constitutes a legal agreement between the User ("you", "your") and us with respect to the Webjam Services, the terms of which are set out below. You must be at least 13 years of age to agree to and enter into this Agreement on your own behalf and to register for use of this Service. By checking the box indicating your acceptance of this Agreement, you represent that (i) you have read, understood and agree to be bound by this Agreement and (ii) you are at least 13 years old. If you are between 13 and 17 years old, you can use this service only in conjunction with and under the supervision of a parent or guardian. Your material may be deleted and your membership to the Service may be terminated without warning, if we believe that you are under 13 years of age, if we believe that you are under 18 years of age and you represent yourself as 18 or older, or if we believe you are over 18 and represent yourself as under 18. You represent that you are fully able and competent to enter into the terms, conditions, obligations, representations and warranties set forth in these Terms and Conditions. If you are using or creating one or more Sites on the Service as a representative of a company or legal entity, you represent that you have the authority to enter into this Agreement on behalf of that company or entity. If you do not agree to (or cannot comply with) any of these terms and conditions, do not check the acceptance box and do not attempt to access the Service.

DEFINITIONS:

Download/Upload: The electronic transfer of Material that may be saved to the hard drive of your computer (download) or transferred from your computer to your Site(s) or third party's Sites (upload).

Material: All content that includes a/ all the contributions you post to the Service on your Sites or Sites of others including comments, reviews and ratings, and b/ all the contributions that may be posted by other users on your Sites including comments, reviews and ratings, which incorporate intellectual property including but not limited to text, audio, video, pictures and/or artwork, as well as c/ the layout, modules and styles made available on the Service by Webjam Mark 2, its Users or its Providers allowing Members to create their Site(s).

Member: A person or entity who, having registered to the Service, operates one or several Sites within the Service.

Providers: Our Members, employees, consultants, agents, subsidiaries, affiliates, suppliers, licensors and/or licensees.

Site(s): The parts of the Webjam Mark 2 Website designated for your own contributions and which you may or may not decide to make available to other Users. A Site is comprised of several modules allowing access to specific content and functionalities arranged together within a specific style and layout chosen by the Member operating the Site.

User : A Member or a Visitor.

Visitor: Any person accessing the Service and navigating and interacting with the Sites operated by Members.

Terms and Conditions

1. The Service is web-based and allows users that register for a personal account ("Account") on the Service to create and update one or several online Sites on the Webjam Mark 2 Website. As a social networking company, we enable Users to get informed and communicate about specific topics of interest. The Service provides Users with access to and control over a collection of online resources, including but not limited to various media and communication tools, such as blogs, forums, uploading tools, rss aggregators, as well as data, text, links, feeds, graphics, photos, audio and video clips, messages, screen names, profiles, and other information posted by Webjam Mark 2, its Users and

Providers. Once registered with the Service, each Member can create, manage and replicate their or the Site(s) of other Members. On each Site, Materials are posted through various modules according to the layout and styles chosen by the Member managing it. By replication we mean allowing any Member to copy to its own Site(s) the whole or any part of the modules, layout, styles and Materials made available for replication comprising the Site of another Member. Users are able to rate, quantitatively and qualitatively, and comment upon various matters including but not limited to, each other's Sites, layouts, modules, styles and other Material.

2. The type and number of tools you may use will depend on the type of Account you have with Webjam Mark 2. Unless expressly stated otherwise, any new features that augment or enhance the current Service, including the release of new Webjam Mark 2 tools and resources, shall be subject to the T&C. In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device.

3. You also understand and agree that, as a Member, you may receive certain communications from Webjam Mark 2, such as Service announcements or administrative messages, and that these communications are considered part of the Webjam Mark 2 membership and you cannot opt out of receiving them. You agree not to access the Service by any means other than through the interfaces that are provided by Webjam Mark 2 for use in accessing the Service.

You acknowledge that Webjam Mark 2 reserves the right to charge for some of its Services and to change its subscription fees from time to time in its absolute discretion. Unless Webjam Mark 2 gives notice to the contrary, payment for these additional « Premium Service(s)» is billed on a monthly or annually basis (as selected by the Member) and is non-refundable. The price & currency chosen by you when you subscribe is fixed for the entire subscription period. Webjam Mark 2 cannot be held responsible and will not be liable for any refund to you due to currency exchange rates fluctuations.

Under the United Kingdom Consumer Protection (Distance Selling) Regulations 2000 (as amended), you can postpone commencement of the Premium Service(s) until the seven working day cooling-off period has expired. However, if you choose to activate the Premium Service(s), you are electing to commence the Premium Service(s) immediately and you thereby waive any right to cancel the Premium Service(s) under the above Regulations.

You may terminate your subscription to any Premium Service at any time, for any reason, effective upon receipt by us of your written or email notice of termination to premium@webjam.com. If you terminate your subscription, your subscription will remain active until the end of the period through which you had paid prior to your termination.

We may immediately terminate your membership and your access to the Service at any time because you have breached this Agreement and will send you notice of termination at the email address you provided when you registered to the Service. If we terminate your subscription to the Premium Service(s) because you have breached this Agreement, we may not refund any payments made by you.

YOUR AGREEMENTS

You agree that :

4. it is your responsibility to provide accurate personal information ("Registration Data") and to update your Registration Data in your Account as necessary to keep it accurate. You undertake that all the details you provide to us for the purpose of using the Service are correct. If you provide any information that is untrue, inaccurate, not current or incomplete, or Webjam Mark 2 has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Webjam Mark 2 has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any part of it)

5. it is your responsibility to ensure that your email address is current otherwise certain functions of the Service will not be available to you. We will only use your Registration Data in accordance with the Data Protection Act 1998 and our privacy policy, which you can review at <http://about.webjam.com/webjam/privacypolicy> ;

It is your responsibility to provide current, complete and accurate information for billing purpose in case you subscribe to Premium Service(s). You must promptly notify Webjam Mark 2 if your payment method is cancelled (eg. for loss or theft) or if you become aware of a potential breach of security such as the unauthorized disclosure or use of your username and password. Depending on your type of subscription, Webjam Mark 2 may submit periodic charges (eg. monthly) without further authorization from you until you provide notice to terminate your subscription for the Premium Service(s). Such notice will not affect charges submitted before Webjam Mark 2 reasonably could act.

6. it is your responsibility to maintain the confidentiality and security of your Registration Data especially your user name and password. You will not allow others to use your user name or password and you will notify us immediately of any unauthorised use of your user name and/or password. You acknowledge that you are fully responsible for all activities that occur under your password or account. We shall not be responsible for any losses arising out of the unauthorised use of your user name and/or password and you agree to indemnify and hold harmless us, and/or any Providers as applicable, for any improper, unauthorised or illegal uses of the same;

7. it is your responsibility to ensure that you back up any contributions you upload to the Service and any Material you download from the Service, off line. We will not accept any responsibility for the loss of any or all of your contributions or the Material for whatever reason.

8. Whilst we may utilise anti-virus protections, it is your obligation to ensure that any download or upload that you select, publish or post is free of any virus, Trojan horse, worm or any other items of a destructive nature. You will not hold us or any Providers responsible for any damages that result from you accessing the Service (including any software or systems you use to access the Service).

9. MATERIAL:

Material is uploaded to the Service by you and other Users. Users have total control over Material which they upload or post on the Webjam Website, whether on their own Site(s) or elsewhere and we do not accept any responsibility or liability for the quality and/or content of Material available on the Service. You are expressly prohibited from uploading objectionable Material. By using the Service you accept that you may come across Material which may be deemed objectionable and/or of poor quality. Your use of the Service is at your sole risk and we shall not be liable to you in respect of any Material.

You agree not to attempt or permit or encourage others to attempt to copy or make use of the Material available on the Service for any commercial use or in any manner which would constitute an infringement of the rights of the copyright owners.

10. CONTRIBUTED MATERIAL

Webjam Mark 2 does not claim ownership of the Material you place on your Webjam Site(s). By submitting your Material to Webjam for inclusion on your Webjam Site(s), you grant Webjam Mark 2 a world-wide, royalty-free, and non-exclusive licence to use, reproduce, modify, adapt, edit, translate, distribute, perform and publish your Material solely for the purpose of displaying, distributing and promoting your page(s) on Webjam Site(s) or in or upon any other medium of exploitation and in any form, media, or technology whether now known or developed in the future. This licence will endure only for as long as you continue to be a registered Webjam Member and shall terminate at the time your Site(s) is terminated. In some cases as provided by the Service, you may restrict access to Material on your Site(s). Subject to that restriction, you also grant to all other Members of the Service a world-wide, royalty-free, and non-exclusive licence to reproduce, modify, adapt, edit, translate, distribute, perform and publish the Material that you have not made unavailable for replication, solely for use within the Service. You acknowledge that some of your Material will be made available for replication from within the Service, and will accordingly have been licensed to all the other Members who may replicate or have replicated it. The use of such replicated material will therefore continue to be available to Members even after you or Webjam have terminated your membership of the Service.

This means that you may only upload or post Material for which you own the copyright or have a licence to use.

11. USER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials ("Content") are the sole responsibility of the person from which such Content originated. You, and not Webjam, are entirely responsible for all Content that you upload, post, transmit, make replicable or replicate, or otherwise make available via the Service. Webjam does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

Under no circumstances will Webjam Mark 2 be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. Without limiting the foregoing, Webjam Mark 2 and its designees shall have the right to remove any Content that violates the T&C or is otherwise objectionable in Webjam's sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the integrity, accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge

that you may not rely on any Content created by Webjam or submitted to Webjam. You acknowledge and agree that Webjam may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal processes; (b) enforce the T&C; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Webjam, and its Users.

Should Content be found or reported to be in violation of, but not limited to, the following terms, it will be in Webjam's sole discretion as to what action should be taken.

You are responsible for ensuring and hereby undertake that no material you post, or which is posted through a machine on which you access the Service, nor any activity you engage in or communication you make in connection with the Service, will or will be capable of (a) infringing the intellectual property or other rights of any person or entity, (b) breaching any applicable law, whether criminal, tortious or otherwise, or (c) appearing to be offensive, threatening, abusive, discriminatory, obscene, pornographic, false, libellous, defamatory, a breach of confidence/privacy, unreliable or misleading, (d) harming minors in any way or harassing anybody, (e) impersonating any website, person or entity, (f) uploading, posting or transmitting unsolicited emails, software virus or code

When operating your Site, you agree to : a/ implement and maintain appropriate moderation and Member support related to your Site unless you have purchased such services from Webjam ; b/ not include any advertising in any of your Materials unless you have purchased from Webjam the service allowing you to do so; c/ not knowingly collect information from, or develop a Site for, any children under the age of 13. You may collect Site Data (as defined in Webjam Privacy Policy) from other Members; if you do so, you agree that such Site Data shall not be used in a manner inconsistent with, or that violates Webjam Terms & Conditions. If you chose to have your own agreement and/or policy between your Site and other Members or Visitors, you agree that such agreement or policy will not supersede, amend or otherwise affect in any way the Webjam Terms and Conditions ; you acknowledge that Webjam may terminate the account of any Member, including a Member operating, accessing or contributing to any of your Site(s) if they are deemed by Webjam to be in breach of these Webjam Terms & Conditions.

12. SYSTEM REQUIREMENTS

The computer, internet access and system operated by you and your ability to use the same may affect your ability to access the Service. You acknowledge and agree that any system requirements necessary to preview, download, upload and /or play and/or view the Material from our Service are your responsibility.

13. MISUSE OF THE SERVICE

We reserve the right to suspend or terminate your access to the Service or parts of it if in our sole discretion we believe you are in breach of any provision of this Agreement. If your access has been suspended or terminated you will not be permitted to re-register or to re-access the Service without our prior consent.

14. INDEMNITY

You agree to indemnify and hold harmless us and our Providers from and against any and all claims, losses, demands, causes of action and judgments (including solicitors' or attorneys' fees and court costs) arising from or concerning any breach by you of this Agreement and/or these terms and conditions for your use of the Service and you agree to reimburse us and/or them on demand for any losses, costs or expenses we or they incur as a result thereof.

15. ASSIGNMENT

15.1 You may not assign this Agreement.

15.2 We may assign our rights under this Agreement in whole or in part.

16. GENERAL

16.1 We may require you to change your password or any other information which permits you access to the Service

16.2 We have the right to withdraw Material or any part of it from the Service for any reason without notice to you and you agree that we will not be responsible for any loss, damage or cost as a result of

such unavailability.

16.3 We will not be liable for errors or omissions on the Service nor for loss or damage suffered by you as a result of any unavailability of the Service or by any use by you or reliance placed on the Service or its contents including any damage caused to your computer or otherwise howsoever, or any direct, indirect or consequential loss, loss of data and/or any loss of income or profits.

16.4 We shall not be liable to you for the failure of any equipment, data processing system or transmission link and will not be liable to you as a result of any down-time which may occur upon the Service.

16.5 The Service is provided "as is" and you acknowledge that despite our reasonable endeavours the Service may contain bugs, errors and other problems (including, but not by way of limitation) infection by viruses (despite anti-virus protections which may be incorporated) or anything else which may cause contamination or destruction of any sort that may cause system failures. Notwithstanding, we will use all reasonable endeavours to correct any errors and omissions as quickly as practicable after being notified by e-mail to bugs@webjam.com.

16.6 We shall not be responsible to you for damages or otherwise in respect of any error made to any listing of or reference to Material.

16.7 We shall not be responsible for any offensive e-mails you may receive as a result of the contact facilities being abused.

16.8 We reserve the right at anytime and from time to time to modify or discontinue, temporarily or permanently the Service (or any part thereof) without notice to you and without any liability to you or to any third party.

16.9 We reserve the right to deactivate your account if it has not been active for a period of 3 months or more, and to remove it from the database if no communication has been received from you for a further 3 months after deactivation has occurred, unless you are a paying subscriber.

16.10 Upon your use of the Service you may be offered automatic links to other websites. Whilst we hope you will be interested in those websites, you acknowledge that their owners may be independent from us and we do not endorse or accept any responsibility for their content.

16.11 You understand and agree that the Service may include advertisements from advertisers and merchants and that these advertisements are necessary for Webjam to provide the Service. You also understand and agree that you will not obscure any advertisements from general view via HTML/CSS or any other means. By using the Service, you agree that Webjam has the right to run such advertisements with or without prior notice, and without recompense to you or any other user. The manner, mode and extent of advertising by Webjam on your Site(s) are subject to change at Webjam's sole discretion. It is the responsibility of advertisers and sponsors on this Service to ensure that any content submitted by them for inclusion on the Service complies with applicable laws and regulations and we shall not be responsible for or liable to any extent for any error or inaccuracy which may appear in such content.

16.12 Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Material. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the UK or the country in which you reside. We may terminate your use of the Site(s) at our absolute discretion and without prior notice.

16.13 Your use of the Webjam Site(s) is subject to the Webjam privacy policy which is incorporated into the Terms and Conditions.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 All intellectual property content on the Service including, without limitation trademarks, button icons, logos, graphics, images and digital downloads is owned by their respective owners, including Webjam, our Users, the copyright owners of the Material they may have aggregated and/or uploaded, and our Providers, and is protected by International Copyright law. Your use of them is governed by this Agreement, certain end-user licence agreements, and applicable law.

17.2 You agree that between you and Webjam, Webjam owns all right, title and interest, including all property rights, to the technology allowing Webjam to provide the Service and to the Webjam Member Data as defined in Webjam Privacy Policy

17.3 Subject to this agreement and each Member rights, all the Site Data as defined in Webjam Privacy

Policy shall be the property of the Member having created that Site. To allow Webjam to perform the Service, and subject to access restrictions relating to the Site Data, you grant Webjam a world-wide, royalty-free, and non-exclusive licence to (i) use, reproduce, modify, adapt, edit, translate, distribute, perform and publish the Site Data solely for the purpose of displaying, distributing and promoting page(s) on Webjam Site(s) or in or upon any other medium of exploitation and in any form, media, or technology whether now known or developed in the future (ii) use and disclose the Site Data in accordance with Webjam Privacy Policy. This licence will endure only for as long as you continue to be a registered Webjam Member and shall terminate at the time your Site(s) is terminated.

18. DISCLAIMERS

18.1 You understand and agree that your use of the Service is at your own sole risk. The Service is provided "as is" and without warranty by us or our Providers, as applicable, and, to the maximum extent allowed by applicable law, we and our Providers expressly disclaim all warranties, express or implied including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and any warranty of non-infringement. our Providers do not warrant, guarantee, or make any representations regarding the use or the results of the use of the Service with respect to performance, accuracy, reliability, security capability or otherwise. You will not hold us or our Providers responsible for any damages that result from you accessing (including any software or systems you use to access) the service or using the Service including, but not limited to, infection by virus, damage to any computer, software or systems or portable devices you use to access the same. No oral or written information or advice given by any person shall create a warranty or a representation from us or any of our Providers.

18.2 Under no circumstances shall we or our Providers be liable for any unauthorised use of the Service or the Materials.

18.3 Under no circumstances shall we or any of our Providers be liable to you for any consequential, incidental or special damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the Service, even if we or our Providers have been advised of the possibility of such damages. To the extent that in a particular circumstance any disclaimer or limitation on damages or liability set forth in this Agreement is prohibited by any law which is applicable, then, instead of the provisions hereof in such particular circumstance, we and our Providers shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by such applicable law and in no event shall such damages or liability exceed ten pounds (£10).

19. THIRD PARTY RIGHTS

This Agreement is only for the benefit of you and us and no other person can claim a benefit from this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 which Act shall not apply to this Agreement.

20. LAW AND LEGAL NOTICES

This Agreement and any other terms or documents referred to herein represent your entire agreement with us with respect to your use of this Service. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. English Law governs this Agreement and your use of the Service, and you expressly agree that the English courts shall have non-exclusive jurisdiction over any claim or dispute between us or relating in any way to your [account] or your use of this Service.

21. ACKNOWLEDGEMENTS

You acknowledge that we may change the terms of this Agreement by posting a new Agreement on the Webjam Website. You acknowledge that it is your responsibility to check the Webjam Website regularly to ascertain if changes have been made and your continued use of the Service after such a change will constitute your acceptance of the change.

By clicking the accept button you acknowledge that you have read, understood and agree to be bound by the terms and conditions of this Agreement and by our Privacy Policy, in connection with the Service, including but not limited to your Site(s) all of these being available from www.webjam.com and its subdomains.

Webjam Mark 2 is a company incorporated in England under Company Number 5755107 and its Registered Office is at 1/6 Clay Street, London, W1U 6DA.