### TERMS AND CONDITIONS OF USE

### Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and We Are Black Journos CIC, the owner and operator of this Website.

Please read these terms and conditions carefully as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions you should stop using the Website immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by We Are Black Journos CIC and acting in the course of their employment; or (ii) engaged as a consultant or freelancer or otherwise providing services to We Are Black Journos CIC and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

### Intellectual Property and Acceptable Use

All content included on the Website is the property of We Are Black Journos CIC, or affiliates or counterparties. In these terms and conditions, "Content" means any text, graphics, images, audio, video, software, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

## **Prohibited Use**

You may not use the Website for any of the following purposes: (i) in any way that causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website; (ii) in any way that is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order; (iii) making, transmitting, or storing electronic copies of Content protected by copyright without the permission of the owner.

## **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of We Are Black Journos CIC or that of our affiliates.

We Are Black Journos CIC assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

# **Privacy Policy and Cookies Policy**

Use of the Website is also governed by We Are Black Journos CIC's Privacy Policy and Cookie Policy each of which are incorporated into these terms and conditions by reference.

To view the Privacy Policy, click [HERE]; to view the Cookie Policy, click [HERE].

### **Disclaimers**

While We Are Black Journos CIC uses its reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard. All Website users take responsibility for their own security, personal details and the devices used to access the Website.

We Are Black Journos CIC accepts no liability for any disruption or non-availability of the Website and reserves the right to alter, suspend, or discontinue any part (or the entirety) of the Website including, but not limited to, any products and/or services available.

These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## **Limitation of Liability**

Nothing in these terms and conditions will exclude or limit our liability to you for (i) death or personal injury resulting from our negligence, (ii) fraud or (iii) fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.

### **Miscellaneous**

If these terms or conditions are (or any one of the same is), or becomes, invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other of these terms will not be affected or impaired.

We Are Black Journos CIC may vary these terms and conditions from time to time by publishing a new version on the Website.

A waiver of any right or remedy under these terms and conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A failure or delay by you or We Are Black Journos CIC to exercise any right or remedy provided by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms and conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **Jurisdiction**

Your use of this Website and any dispute arising out of such use of the Website shall at all times be subject to the laws of England and Wales.