

# Terms and Conditions

The following terms and conditions of use (the “**Terms and Conditions**”) govern your (“**You**”) use of the Obsidian Platform Limited (“**Obsidian**”) website ([obsidianplatform.com](http://obsidianplatform.com)), which shall include, without limitation, any Obsidian sites within one common industry category, and all content thereon (the “**Site**”) as provided by Obsidian Platform Limited (“**Obsidian**” or “**we**”).

**BY USING THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AS APPLIED TO YOUR USE OF THE SITE. If you do not agree to these Terms and Conditions, you may not access or otherwise use the Site.**

## Services Available on the Site

Obsidian may make certain services available to individuals who register on the Site (“Registered Users”) and general visitors to the Site (“Visitors”) (Registered Users and Visitors are collectively referred to as “Users”). For example, Users may be able to register to receive a print publication or an e-mail newsletter, participate in forums or moderated discussions with other Users, post comments on a bulletin board, post and respond to classified ads, (collectively, “Services”, and with the Site, the “Site”). Users may also access articles and perform research. Obsidian may make certain forums available on the Site that allow Registered Users the opportunity to participate in moderated discussions and to post information on bulletin boards (collectively, “Forums”). Registered Users who participate in these Forums are solely responsible for the information and other content they post on and through these Forums and should be aware that when they voluntarily disclose personal information (e.g., name, e-mail address, telephone number) on or through these Forums, that such information is generally accessible to and may be collected and used by other Registered Users, as well as Visitors, and may result in unsolicited online and offline messages from such viewers. Registered Users are encouraged to exercise discretion when providing personal information about themselves in and through Forums. Internet Access. You acknowledge and agree that in connection with your use of the Site you must: (a) provide for your own access to the World Wide Web and pay any service fees associated with such access, and (b) provide all equipment necessary for you to make such access and connection to the World Wide Web, including a computer, software, a modem and a means of connecting to or accessing the Internet. Obsidian shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from your use of the Site.

## Proprietary Rights

As between you and Obsidian (including our affiliates), we are the owner and/or authorized user of any trademark, and/or service mark appearing on the Site, and are the copyright owner or licensee of the content and/or information on the Site, unless otherwise indicated. All trademarks used in connection with products and services advertised or otherwise appearing on the site are the exclusive property of their legitimate owners. Except as otherwise provided herein, use of the Site does not grant to you a license to any content, features or materials you may access on the Site. Any commercial use of the Site is strictly prohibited, except as allowed herein or otherwise approved by us. You may not download or save a copy of any of the content or screens except as otherwise provided in these Terms and Conditions, for any purpose. You may, however, print one (1) copy of the information on the Site solely for your personal use or records. If you make other use of the Site, except as otherwise provided above, you may violate copyright international laws, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our trademarks, service marks, other copyrightable material or any other intellectual property, by including them on the Site. You also agree and acknowledge that any ideas, concepts, methods, systems, designs, plans, techniques or other similar materials that you submit or otherwise communicate to the Site, may be used by us in any manner.

## User Information

In the course of your use of the Site, you may be asked to provide certain information about yourself to us ("User Information"). Obsidian information collection and use policies with respect to such User Information are set forth in the Site Privacy Policy. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information. Submitted Material. Any information or material that you submit or send to Obsidian or otherwise make available on or through the Site ("Your Material") will be deemed not to be confidential or secret. By submitting or otherwise making Your Material available on the Site, you: Agree and acknowledge that Your Material will not be treated as confidential or proprietary. Represent and warrant that Your Material: Is original to you and that no other party has any rights to the material; Does not contain any content that is unlawful, threatening, harassing, profane, tortuous, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of

individuals), invasive of another's privacy, or hateful; Does not contain a virus or other harmful component; and Does not contain, unless the specific Service allows, any advertising of any kind, or false or misleading indications of origin or statements of fact. Grant Obsidian the royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display Your Material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You also warrant that any "moral rights" in Your Material have been waived. No Endorsement. Obsidian does not represent or warrant the truthfulness, accuracy or reliability of any material posted by others on or through the Site. Users acknowledge that any reliance on material posted by others will be at their own risk. Any content placed on any discussion area by Users are the views of the User posting the statement, and do not represent the views of Obsidian. Unsolicited Materials. Unless specifically requested, Obsidian does not solicit nor does it wish to receive any confidential, secret or proprietary information or other material from you through the Site, any of its services, by e-mail, or in any other way.

## User Conduct

You warrant and agree that, while using the Site, you shall not: Upload, post or transmit to or distribute or otherwise publish through the Site any material that violates any provision of these Terms and Conditions; Restrict or inhibit any other User from using and enjoying the Site; Constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability; Impersonate, or misrepresent your affiliation with any other person or entity; Upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material); Engage in spamming or flooding; or Attempt to gain unauthorized access to other computer systems through the Site. Except as otherwise expressly permitted herein, you may not upload, post, publish, reproduce, transmit or distribute in any way any component of the Site itself or derivative works with respect thereto, as the Site is copyrighted as a collective work under U.S. copyright laws. We have no obligation to monitor any content on or through the Site and we assume no obligation. You acknowledge and agree, however, that we do retain the right to monitor the Site and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site properly, or to protect our Users or ourselves. We will not intentionally monitor or disclose any private electronic mail message unless required by law. We reserve the right to refuse to post or to remove any information or materials, in whole or in part, that, in our sole discretion, are

unacceptable, undesirable, inappropriate or in violation of these Terms and Conditions. We may also suspend or terminate any User's use of the Site at any time in our sole discretion. You agree to defend, indemnify and hold Obsidian, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site or the placement or transmission of Your Material on or through the Site by you.

## DISCLAIMER OF WARRANTIES

THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS AND MATERIALS THEREON, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OBSIDIAN. DOES NOT WARRANT THAT THE SITE OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. OBSIDIAN. MAKES NO WARRANTY THAT THE SITE WILL MEET USERS' REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OBSIDIAN. OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY CONTENT OR FUNCTION THEREON, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE. LIMITATION OF LIABILITY. IN NO EVENT SHALL OBSIDIAN. OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF OBSIDIAN. OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL OBSIDIAN. BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT SHALL THE TOTAL LIABILITY OF OBSIDIAN. TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF

ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, ANY FEE YOU MAY PAY TO OBSIDIAN. FOR YOUR ACCESS TO OR USE OF THE SITE.

## Links to Other Sites

You acknowledge and agree that we have no responsibility for the accuracy or availability of information provided by Web sites to which you may link from the Site (“**Linked Sites**”). Links to Linked Sites are provided as a convenience to you, and do not constitute an endorsement by or association with Obsidian of such sites or the content, products, advertising or other materials presented on such sites. Obsidian does not author, edit, or monitor these Linked Sites. You acknowledge and agree that Obsidian is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.

## Applicable Laws

We control and operate this Site from our offices in the United Kingdom. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access this Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## Miscellaneous

The Terms and Conditions and the relationship between you and Obsidian shall be governed by the laws of the United Kingdom, without regard to its conflict of law provisions. You and Obsidian agree that any cause of action that may arise under this Agreement shall be commenced and be heard in the appropriate court in the United Kingdom. You and Obsidian each agree to submit to the personal and exclusive jurisdiction of the courts located within the United Kingdom. The failure of Obsidian to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. You agree that regardless of any statute or

law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## Modifications to the Site and the Services

We may change these Terms and Conditions from time to time and at any time without notice to you, by posting such changes on the Site. We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of availability. By using the Site following any modifications to the Terms and Conditions, you agree to be bound by any such modifications to the Terms and Conditions. We may also impose limits on certain features of the Site or restrict your access to part or the entire Site without notice or penalty.

## Copyrights

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below: Your address, telephone number, and e-mail address; A description of the copyrighted work that you claim has been infringed; A description of where the alleged infringing material is located; A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner. Upon receipt of said notice, Obsidian shall contact you in a timely manner and upon clarification of the issues involved, take all necessary steps we might deem appropriate to correct the situation and prevent any further infringements.

Please submit your questions, comments and information to:

[info@obsidianplatform.com](mailto:info@obsidianplatform.com)

Obsidian Platform Limited, West Yorkshire, United Kingdom, BD5 0BQ.