

## Terms and Conditions – [discoveryinsights.com](http://discoveryinsights.com)

### General

1. This page together with the documents referred to on it sets out the terms of use (“Terms of Use”) on which you may make use of the website [www.discoveryinsights.com](http://www.discoveryinsights.com) (“Website”). Please read these Terms of Use carefully before you start to use the Website. By using the Website, you indicate that you accept the Terms of Use and that you agree to abide by them. If you do not agree to the Terms of Use, please refrain from using the Website.
  2. We may revise the Terms of Use at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in the Terms of Use may also be superseded by provisions or notices published elsewhere on the Website.
  3. [www.discoveryinsights.com](http://www.discoveryinsights.com) is a site operated by Discovery Communications Europe Limited (“we” or “us”). We are registered in England and Wales under company number 05039068 and have our registered office at Discovery House, Chiswick Park Building 2, 566 Chiswick High Road, London W4 5YB.
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### Access to the Website

4. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period. From time to time, we may restrict access to some of the Website’s facilities, to users who have registered with us.

By completing any required registration process you represent and warrant that all information submitted by you as prompted by the applicable registration form is current, complete and accurate and that your registration does not violate any applicable law or regulation.

5. When using the Website, you must comply with these Terms of Use and in particular the provisions in the Acceptable Use section below. You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms, and that they comply with them.
  6. We reserve the right to remove any Content (as defined below) from the Website, or withdraw or amend the Website without notice. We may also restrict access to some parts of the Website to you. We will not be liable if for any reason the Website or any part thereof is unavailable at any time or for any period.
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### Intellectual Property Rights

7. We are the owner or the licensee of all intellectual property rights in the Website, and in the material published and included on it ("Content"). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
  8. Unless permitted by us, you must not modify the materials you have obtained from the Website in any way.
  9. Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.
  10. You must not use any part of the Content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors, or in breach of the provisions of the Acceptable Use section below.
  11. If you print off, copy or download any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You could be held liable for losses incurred by us or another party due to unauthorized use of our materials.
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### **Acceptable Use**

12. Clauses 14-19 set out the terms between you and us under which you may access the Website and apply to all users of the Website.
13. Your use of the Website means that you accept, and agree to abide by, all the Terms of Use including the following Acceptable Use provisions.
14. YOU MAY USE THE WEBSITE AND THE CONTENT ONLY FOR LAWFUL PURPOSES. You may not use the Website or Content:
  - a) In any way which differs from the purposes other than which access was granted;
  - b) In any way that breaches any applicable local, national or international law or regulation;
  - c) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - d) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
15. You also agree:
  - a) Not to use Content from the Website for purposes other than that which access was granted.
  - b) Not to reproduce, duplicate, copy or re-sell any part of the Website or the Content in contravention of the provisions of these Terms of Use.
  - c) Not to access without authority, interfere with, damage or disrupt:

- any part of the Website or the Content;
- any equipment or network on which the Website or the Content is stored;
- any software used in the provision of the Website or the Content; or
- any equipment or network or software owned or used by any third party.

16. The following content standards (“Content Standards”) apply to any and all material (visual and textual content collectively and individually including, without limitation, photographic and video content) which you contribute to the Website (“Contributions”):

a) Contributions must:

- be accurate (where facts are stated);
- be genuinely held (where opinions are stated); and
- comply with applicable law in the UK and in any country from which they are posted.

b) Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if that is not the case; or

- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

17. We may from time to time provide interactive services (e.g. posting comments or other material, chat rooms, bulletin boards etc.). We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our Content Standards, whether the service is moderated or not.
18. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
19. We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of the Website and the Content. When a breach of this policy has occurred, we may take such action as we deem appropriate.
20. Failure to comply with Clauses 15-19 above constitutes a material breach of the Terms of Use upon which you are permitted to use the Website and the Content, and may result in our taking all or any of the following actions:
  - a) Immediate, temporary or permanent withdrawal of your right to use the Website and the Content;
  - b) Immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;
  - c) Issue of a warning to you;
  - d) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - e) Further legal action against you; or
  - f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
21. We exclude liability for actions taken in response to breaches of Clauses 13-17. The responses described in above are not limited, and we may take any other action we reasonably deem appropriate.

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## **Reliance on Information Posted**

22. Your use of any Content on the Website is entirely at your own risk, for which we shall not be liable. We give no guarantees, conditions or warranties as to its accuracy. Any of the Content may be out of date at any given time, and we are under no obligation to update such material.

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### **Our Liability**

23. To the extent permitted by law, we, other members of our group of companies hereby expressly exclude:

- a) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- b) Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

24. For the avoidance of doubt, Clause 24 does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

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### **Information About You and Your Visits to the Website**

25. We process information about you in accordance with our privacy provisions as set out in our Privacy Policy [www.discoveryinsights.com/privacy-policy/](http://www.discoveryinsights.com/privacy-policy/). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.
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### **Uploading or Posting Materials to the Website**

26. Whenever you make use of a feature that allows you to post materials to the Website, or to make contact with other users of the Website, you must comply with the Content Standards set out in the Acceptable Use section above. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.
27. Any material you upload to the Website will be considered non-confidential and non-proprietary. We have the right to use, copy, distribute and disclose to third parties any such material for any purpose and you grant to us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any material that you post for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.
28. You are responsible for any and all materials you post to the Website and the consequences of posting or publishing them. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.
29. We have the right to remove any material or posting you make on the Website for any reason whatsoever, in our sole discretion, including (but not limited to) if, in our opinion, such material does not comply with the Content Standards set out in the Acceptable Use section above.
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### **Viruses, Hacking and Other Offences**

30. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.
31. By breaching Clause 31, you would commit a criminal offence under the Computer Misuse Act 1990 (UK). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.
32. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment,

computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

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### **Links to Our Website**

33. We welcome links to our Website. You are free to establish a hypertext link to the Website including deep links to relevant page(s) of the Website provided that:

- You give us prior notice in writing of any such link;
  - You do not remove or obscure any advertisements, copyright notices or other notices on the Website;
  - The link does not state or imply any sponsorship or endorsement of your site by the Website; and
  - You immediately stop providing any links to the Website upon written notice from us.
  - You may not frame any of the Content of the Website, or incorporate into another website or other service any of our intellectual property or any of its licensors or as otherwise contained on the Website.
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### **Links from the Website**

34. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

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### **Jurisdiction and Applicable Law**

35. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Website.

36. These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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### **Your Concerns**

37. If you have any concerns about the Content on the Website or believe your intellectual property rights have been infringed, please contact [info@discoveryinsights.com](mailto:info@discoveryinsights.com). We will do our best to respond and/or take action in respect of such Content or infringing material within a reasonable amount of time.