

Terms of Use

Website Terms of Use

You should review these Terms of Use carefully, and be sure you understand them, prior to using the Site. If you do not agree to these Terms of Use, you must immediately exit the Site. If you breach any of our Terms of Use, or any of the other terms and policies referred to in our Terms of Use, your ability to access and use our Site may be terminated by us immediately, where possible by giving written notice to you using the contact details you provide to us.

1. Scope of Use

The Site is provided for promotional and informational purposes only, and Company does not provide any client services through the Site. You may only use the Site if you are a current or prospective customer of Company, or otherwise interested in learning more about Company for a legitimate business purpose. The Site may not be used for any unlawful, fraudulent, harassing, objectionable or other non-legitimate business purpose. Our Site is intended for use only by those who can access it from the United States of America. If you choose to access our Site from locations outside United States of America, you are responsible for compliance with local laws.

2. Accuracy and Availability of our Site

We do our best to make sure that our Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be and you are responsible for putting in place your own internet security and safety measures. Our Site is provided free of charge and has not been developed to meet your specific requirements. We cannot promise that it will be fit or suitable for your specific purposes. Materials posted on our Site are provided for general information purposes only and to inform you about us and our news, features, products and services. This information is not intended as any form of advice and should not be relied on as such. Any reliance that you may place on the information on this Site is at your own risk. Access to our Site is permitted on a temporary basis and we reserve the right to suspend or terminate access to any part of it at any time without notice. We update our Site regularly and reserve the right to add, remove and otherwise change its content at any time without notice.

3. Intellectual Property Rights

The Site and all content on the Site (collectively "**Content**"), plus all copyrights, trademarks, service marks and other intellectual property rights in the Site and such Content, are owned or licensed by Company. We and our licensors expressly reserve all rights in and to our Site and its contents. In particular, we reserve all rights in the name "MAKE" the make.be domain name and all related domain names, trade marks, logos, brand names and/or trading names appearing on our Site. Nothing in these Terms of Use grants you any legal rights in our Site or its contents other than as necessary to enable you to access and use our Site in accordance with these Terms of Use. The use of any trade marks on our Site is strictly prohibited unless you have our prior written permission.

4. Use of the Site and Content

You are responsible for making all arrangements necessary to access our Site (and for any costs of doing so). In particular, you are responsible for ensuring that your computer and/or portable device is compatible with our Site. You are responsible for ensuring that all persons accessing the Site through your internet connection are aware of these Terms of Use. We want you and others to enjoy using our Site. When doing so, we ask that you observe the following rules:

- You may access, use and copy Content only as expressly permitted herein. In particular, you may only view, print out, use, quote from and cite our Site and its contents for your own personal, non-commercial use on the condition that you give appropriate acknowledgment to us where appropriate and you do not remove our copyright or other proprietary notices. Except as expressly stated herein, no provision of these Terms of Use, and nothing contained on the Site, grants to you, whether expressly, implicitly or otherwise, any license or other right to copy, disclose, distribute, retransmit, use or create derivative works of any

Content without the written permission of Company or its licensee (as the case may be), and any such copying, disclosure, distribution, retransmission, use or creation of derivative works is strictly prohibited;

- You are not permitted to use, or cause others to use, any automated system or software to extract content or data from our Site for commercial purposes;
- You agree not to use our Site for any illegal or unauthorised purpose and you agree to comply with all laws and regulations applicable to your use of our Site, including copyright and other intellectual property laws;
- You must not attempt to restrict another user of our Site from using or enjoying our Site and you must not encourage others to breach our Terms of Use;
- You must not interfere with our Site or any servers or networks connected to our Site, including by transmitting any worms, viruses, malware, spyware or any other code of a destructive, malicious or disruptive nature. You must not inject content or code or otherwise alter or interfere with the way any page of our Site is rendered or displayed in a user's browser or device;
- You must not change, modify or alter our Site or change, modify or alter another Site so as to inaccurately imply an association with our Site or with us;
- You must not access our Site via a means we have not authorised in writing in advance, including automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies); and
- You must not use, or cause others to use, any automated system or software to extract content or data from our Site except where you or any applicable third party has entered into a written agreement with us that permits such activity.

5. Linking to our Site

You may link to any page of our Site, provided that you do so for non-commercial purposes and in a way that is fair and legal and which does not damage our reputation or take advantage of it. For the avoidance of doubt, the linking site must not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. We reserve the right to withdraw linking permission at any time and without notice.

You must not link to our Site in such a way as to suggest any form of association, approval or endorsement on our part where none exists and you must not remove, obscure or modify in any way any advertisements, copyright notice, or other information on our Site. Our Site must not be framed on any other Site.

6. Third Party Websites

The Site may contain links to websites maintained by third parties (individually a "**Third-Party Site**"). Company is not responsible for the operation of such Third-Party Site and/or any content on a Third-Party Site (including, but not limited to, any opinions contained on a Third-Party Site), and does not necessarily endorse or otherwise approve of such Third-Party Site and/or content. No link from the Site to a Third-Party Site, or from a Third-Party Site to the Site, is an endorsement, sponsorship or recommendation by Company of such Third-Party Site, and the link is provided only for your convenience. In addition, your use of a Third-Party Site will be subject to its terms of use and other provisions, for which you are responsible if you proceed to such Third-Party Site.

7. Privacy and Cookie Policy

Company may collect certain personal and analytical information from you, among other ways, through the Site, and will handle such information in accordance with its privacy and cookie policy, which is contained on the Site (the "**Privacy Policies**"). You should contact Company as set forth in the Privacy Policies with all complaints, questions and requests for additional information relating to Company's handling of such information.

8. DMCA Notice

If you believe that any content on the Site (including any content posted by you) has been copied or otherwise used in a manner that constitutes copyright infringement, you may notify Company's designated agent pursuant to the Digital Millennium Copyright Act of 1998 ("**DMCA**"). The name and contact information for Company's designated agent for purposes of DMCA are set forth in Section 15. For your notice to be valid under DMCA, you must provide the following with respect to your claim of copyright infringement:

- a physical or electronic signature of a person authorised to act on behalf of the copyright owner;
- identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit Company to locate the material;
- information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and if available, an e-mail address;
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or applicable law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

9. Disclaimer of Warranties

THE SITE AND ALL CONTENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, COMPANY DOES NOT WARRANT OR REPRESENT THAT THE SITE OR ANY CONTENT (A) WILL ALWAYS BE AVAILABLE FOR USE, (B) ARE FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS OR OTHER MALICIOUS CODE, (C) WILL MEET YOUR REQUIREMENTS, (D) DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR (E) ARE ERROR-FREE OR THAT ANY DEFECTS THEREIN WILL BE CORRECTED.

10. Our liability to you

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL NOT HAVE ANY LIABILITY FOR (A) ANY PERSONAL INJURY; (B) LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, OR COMPUTER CRASHES OR OTHER DENIALS OF SERVICES; OR (C) ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER, IN EACH CASE ARISING FROM OR RELATED TO YOUR USE OF, OR INABILITY TO USE, THE SITE, OR ANY CONTENT THEREON, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, OR OTHER), AND EVEN IF COMPANY KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM LIABILITY TO YOU IN RESPECT OF YOUR USE OF OUR SITE OR ANY MATTER ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE IS €50.

11. Your liability to us

Any use by you of the Site or its contents in a manner not expressly permitted by these Terms of Use may mean that you are infringing our rights and/or the rights of our licensors. We and our licensors reserve all rights and remedies available in respect of any such infringement.

Further, you must indemnify, defend and hold harmless Company, its subsidiaries and other affiliates, and its officers, employees and other agents, from all costs, expenses, damages, liabilities, losses and other monetary payments (including, but not limited to, attorneys' fees and disbursements) in connection with (a) your access to, and use of, the Site, (b) your failure to perform any obligation pursuant to these Terms of Use, (c) your violation of any rights of a third party (including, but not limited to, infringement of a third party's intellectual property rights, or rights of privacy and publicity, and claims of defamation), and (d) any information or other content submitted by you to Company through the Site.

12. Information Provided by You

You grant to Company a non-exclusive, perpetual and fully-paid license to copy, distribute, modify, and create derivative works of all information and other content submitted by you to Company through the Site. All information provided to you through the Site must be accurate and complete in all respects, unless by its nature such information is not intended to be accurate or complete. In addition, you must at all times immediately update any such information to maintain its accuracy and completeness.

13. Applicable Law

These Terms of Use will be governed by, and construed in accordance with the law of the England and Wales without regard to principles of conflict of laws.

14. Disputes

Except for any dispute covered by the Privacy Policy, you and Company (a) will submit any dispute relating to the Site, any Content or these Terms of Use exclusively to a court located in England and Wales and having subject matter jurisdiction over such dispute, and (b) consent to any such court being a proper venue, and waive any objection to its not being a proper venue (including, but not limited to, any such objection based on convenience), for such dispute.

15. Entire Agreement

These Terms of Use contain the entire agreement, and supersede all prior oral and written proposals, understandings and agreements, between you and Company with respect to the Site and any Content.

16. Severability

Whenever possible, each provision of these Terms of Use shall be interpreted to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of these Terms of Use, being prohibited or invalid.

17. Revisions

Company may revise these Terms of Use from time to time by posting the revised Terms of Use on the Site, with the revised Terms of Use taking effect as of the date of such posting. It is your responsibility to periodically check these Terms of Use on the Site for such revisions. Your use of the Site following the posting of any revisions to these Terms of Use on the Site will be deemed an irrevocable acceptance by you of such revisions.