

# Touch Local

## Terms and Conditions for Membership

In order to enjoy the benefits of Touch Local membership with Touch Local Ltd. (“Touch”), you must become a Registered Member for which purpose you must be over 18 years old, you must provide your own valid email address and all other information requested in the registration process.

In signing up for Touch Local Membership, you are deemed to have read and to accept all the general provisions set out in Touch’s [Terms of Use](#) which apply to all users of the Website and you agree to abide by all Touch’s relevant policies.

### Membership Responsibilities

You agree that you are responsible for your own submissions and postings and for any consequences thereof. You agree when using Touch’s website (“**the Website**”) only to publish, transmit, upload or distribute (“**to Post**”) materials that are legal, proper, decent, honest and accurate.

### Terms and Conditions for Submitting Reviews

In submitting reviews, you agree to keep your comments civil, tasteful and relevant. In particular, you further agree that your submissions **WILL**:

- Be your own words, not copied from anyone else, and not an impersonation
- Be in the English language
- Observe standard email etiquette (for example, the content should not all be in capital letters, or contain HTML tags or excessive typographic symbols)
- Be legal, proper, decent, honest and accurate
- Be relevant to the business in question

and **WILL NOT**:

- Contain profanity, swearing, obscenities or any language likely to cause offence
- Contain threats, prejudice or hate speech
- Be untrue, misleadingly incomplete, defamatory, inappropriate, indecent, obscene, offensive or malicious
- Be unlawful, harassing, abusive, threatening, harmful or sexually or racially offensive, or restrict or inhibit any other user from using the Touch Website
- Be illegal, or encourage or incite people to commit any crime
- Breach the confidence of or otherwise violate the legal rights (such as rights of privacy and publicity) of others or infringe any patent, trademark, copyright, moral right, database right, trade secret or other proprietary right of any party
- Contain viruses, corrupted files, or any other similar software or programs that may damage the Touch Website or the operation of another’s computer.

- Contain any personal information or contact details (including address, telephone number, email address, etc) for yourself or anybody else
- Contain any advertising or promotion for products or services
- Contain a link to any other website
- Be a re-posting of the same or a similar review previously submitted by you

By submitting a review, you confirm that you own the copyright in your review and you agree to grant Touch a perpetual, irrevocable, royalty-free, non-exclusive, worldwide right and licence (with the ability to sublicense) to use, reproduce, modify, publish, translate, distribute, and exercise all copyright and publicity rights with respect to any such content and/or to incorporate it in other works in any media now known or later developed for the full-term of any rights that may exist in such content. You also agree to waive any moral rights in relation to your review for the purpose of posting on this website and the other purposes specified.

Touch reserves the right at all times to disclose any information posted by Registered Members as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Touch reserves the right to delete or modify any reviews, at any time, for any reason and is under no obligation to publish any review submitted.

If notified by a user of content which allegedly does not conform to any of the above terms, Touch may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the allegedly infringing content. Touch accepts no liability or responsibility for performance or non-performance of such investigation. Touch reserves the right to terminate or restrict your access to any or all Membership privileges at any time without notice for any reason whatsoever.

Touch maintains commercial standards in line with both British and European Consumer Protection Policies. Touch reserves the right to protect consumers from false, misleading or illegal reviews of businesses and makes every effort to refer any breach of the laws relating to 'falsely representing oneself as a consumer' to governmental and policing bodies.

## **General Terms**

You also agree, by way of example and not as a limitation, that when using the Website, you will not:

- Advertise or offer to sell any goods or services for any commercial purpose.
- Impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is Posted.
- Register for more than one account in your name.
- Conduct or forward competitions, surveys or chain letters.
- Send any unsolicited advertisement or other promotional material (i.e. spam).

- “Harvest” or collect email addresses or other contact information from the Website, including without limitation details of other Registered Members, for the purposes of sending unsolicited emails or communications or for any commercial purposes.
- Use the personal details of other Members except to contact them in a manner which could reasonably be expected.

## **Member Content**

You agree not to Post any literary, artistic, audio, video or data content (“**Member Content**”) to the Website apart from original works of a personal and non-commercial nature that have been created by you, or for which you have obtained the right to copy, distribute and Post them from the author (or through the lapse of copyright).

By submitting any Member Content, you confirm that you own the copyright in the same and you agree to grant Touch a perpetual, irrevocable, royalty-free, non-exclusive, worldwide right and licence (with the ability to sublicense) to use, reproduce, modify, publish, translate, distribute, and exercise all copyright and publicity rights with respect to any such content and/or to incorporate it in other works in any media now known or later developed for the full-term of any rights that may exist in such content. You also agree to waive any moral rights in relation to such content for the purpose of Posting on this website and the other purposes specified.

Touch reserves the right at all times to disclose any information or Member Content as necessary to satisfy any relevant legal process, and to edit, refuse to post, or remove any Member Content, in whole or in part, for any reason whatsoever, in Touch's sole discretion.

If notified by a user of content which allegedly does not conform to any relevant term of use, Touch may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the allegedly infringing content. Touch accepts no liability or responsibility for performance or non-performance of such investigation. Touch reserves the right to terminate or restrict your access to any or all Membership privileges at any time without notice for any reason whatsoever.

## **Limitations on Liability**

Touch Local Membership provides you with access to third party Member Content. Such content is the responsibility of the third party creator of the content. Touch has no responsibility for such content and is merely providing access to it as a service to you. While Touch will endeavour, at its sole discretion, to remove any offensive, harmful or objectionable Member Content from the Website as soon as it comes to its attention, third party materials may include offensive, inappropriate, harmful, or deceptive content or information. **HOWEVER, YOU ARE EXPECTED TO USE CAUTION AND COMMON SENSE AND TO EXERCISE GOOD JUDGEMENT WHEN ACCESSING THIRD PARTY CONTENT.** You acknowledge that any reliance on such third party content will be at your own risk.

You also accept responsibility for your interactions with other Registered Members introduced to you through Touch Local. Touch reserves the right to monitor any disputes and to intervene if and as, in its sole discretion, it thinks appropriate. However, Touch accepts no responsibility to do so.

You agree to indemnify Touch against all legal fees, damages and other expenses that it may incur as a result of your breach of any of the above terms.