

## TERMS AND CONDITIONS OF USE

THE FOLLOWING TERMS AND CONDITIONS OF USE AGREEMENT (hereafter "Terms") governs your use of our web site (hereafter "web site"). It is vitally important that you read the Terms carefully, as your use of the web site will automatically constitute your agreement to be legally bound by the terms and conditions set out herein. These Terms also govern your use or purchase of the products/services provided through or in connection with the web site (hereafter "services"). Each time you use our services, you acknowledge that you have read these Terms and agree to be legally bound by them. If you do not agree to be bound by these Terms, you may not use the web site(s) or the services provided by Company through its web site(s).

This Website is owned by MotivEat (hereafter "Company")  
The following words used in these Terms shall have the following meanings:

- "Personal Information" shall mean all data and/or information provided by and about User, including e-mail address (es), name, address, credit card, or other payment information, etc.;
- "Company web site" shall mean all web sites on which Company provides products and/or services.
- "Company User" shall mean all Users of the Company web site(s) and services.
- "Company Products and Services" shall mean all products and/or services provided directly by Company;
- "3rd-Parties" include all advertisers, partners and affiliate vendors that are included on, or linked to, the Company web site(s).

## LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

## SUCCESS OF YOUR BUSINESS OR EARNINGS

What User derives from use of Motiveat products/services/information depends upon User's commitment to, and effort in, applying the information. Motiveat does not represent, warrant or guarantee that User will achieve any particular results in business as a result of purchasing and using MotivEat products/services/information. User acknowledges that the success of User's business depends on User's skills, effort and commitment. PLEASE SEE OUR EARNINGS AND TESTIMONIAL DISCLAIMER ELSEWHERE ON THIS WEB SITE.

## LICENCE AND COPYRIGHT

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You are permitted to print and download extracts from this Website for your own private use on the following basis:

- (a) no documents or related graphics on this Website are modified in any way;
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

## Copyright Infringement

In accordance with UK and International law, any notifications of claimed copyright infringement should be sent to us immediately. Such notification can be sent by email, to [info@motiveat.co.uk](mailto:info@motiveat.co.uk)  
Copyright Infringement – Digital Millennium Copyright Act

If operating in America: The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you are a copyright owner or an agent thereof and believe in good faith that materials hosted by Company infringe your copyright, you (or your agent) may send Company a notice requesting that the material be removed or access to it blocked by providing Company's Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online web site are covered by a single notification, a representative list of such works at that website;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Company to locate the material;
4. Information reasonably sufficient to permit the Company to contact you, such as a name, address, telephone number, and, if available, an e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to this website should be sent to : [info@Motiveat.co.uk](mailto:info@Motiveat.co.uk) Company suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Any rights not expressly granted in these terms are reserved.

## DISCLAIMER

While Company uses reasonable efforts to include accurate and up-to-date information, Company specifically disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in any and all Company web sites, either now operating or created in the future. Company disclaims any responsibility or liability for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. Company disclaims any responsibility or liability for any harm resulting from downloading or accessing any information or material on the Internet through the Company web site.

Company does not make any warranties or representations regarding any data, service and/or information provided or made available by any User on any of the Company web sites or on any external web sites linked to them. In particular, Company does not warrant or represent that said data, service and/or information is true or accurate, or that it fulfils or serves any particular purpose.

Without limiting the foregoing, under no circumstances shall Company be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of 3rd-parties, or loss of or fluctuations in heat, light, or air conditioning.

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USER UNDERSTANDS AND AGREES THAT THEY DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE COMPANY WEB SITES AT THEIR OWN DISCRETION AND RISK AND THAT THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY IN ALL CASES. USER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

COMPANY AND ITS WEB SITES ARE NOT RESPONSIBLE OR LIABLE FOR CONTENT POSTED BY USERS, 3rd -PARTIES, ACTIONS OF ANY 3rd-PARTY OR FOR ANY DAMAGE TO, OR VIRUS THAT MAY INFECT, A USER'S COMPUTER EQUIPMENT OR OTHER PROPERTY.

## LIABILITY

Company may modify, suspend, discontinue or restrict the use of any portion of the Company web site, including the availability of any portion of the content at any time, without notice or liability.

User acknowledges and agrees that it is virtually impossible to achieve continuous, uninterrupted availability of the Company or any other, web site. While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period. Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Our liability (and that of our officers, directors, employees, shareholders or agents) of any kind (including our own negligence) with respect to our website or service for any one event or series of related events is limited to the total fees which you have paid to us in the 12 months before the event(s) complained of.

In no event (including our own negligence) will we be liable for any:

- (a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
  - (b) loss of goodwill or reputation;
  - (c) special, indirect or consequential losses; or
  - (d) damage to or loss of data
- (even if we have been advised of the possibility of such losses).

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

## INDEMNITY

User agrees to indemnify, defend and hold harmless Company its web site(s) and each of its respective advertisers, partners, suppliers, licensors, officers, directors, shareholders, employees, representatives, contractors, agents and sub-licensees, from any and all claims (including but not limited to claims for defamation, trade disparagement, privacy and intellectual property infringement) and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding:

1. User use of the Company web site(s);
2. Company's use of any User content or information, as long as such use is not inconsistent with these Terms;
3. Information or material provided through User's IP address, even if not posted by User; or
4. Any violation of these Terms by User.

## GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts where the claim is brought by you, save where you have legal rights to bring any claim in respect of such a dispute in any other jurisdiction. We nevertheless retain the right to bring proceedings against you for any threatened or actual breach of these terms and conditions in your country of residence, registration or business or any other relevant country.

We do not warrant that materials, services or information for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

If any provision of these Terms is, for any reason, invalid and/or unenforceable, as determined in an appropriate Court of proper jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. User agrees to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and

economic effect of the invalid and/or unenforceable provision and shall be interpreted most favourably, when possible, to the benefit of Company.

## MISCELLANEOUS

Section Titles : The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

Incident Reporting : Any complaints regarding violations of these Terms by a User should be directed to Customer Service at peter@ukwatersports.co.uk. Where possible, include details that would assist Company in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

Complaints Procedure : We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at 12 Clyde Cottages, Wroughton, Swindon, Wiltshire, 237, SN4 9AE.

## ONLINE ACCEPTANCE

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999.

These Terms represent the entire understanding between User and Company and supersedes any prior statements or representations. USER AGREES TO THE TERMS OF THIS ONLINE AGREEMENT, by using the web site, it's services, sign up, posting, downloading and uploading content, and understands that User is entering into a binding and legal agreement with Company.

User agrees to file any claim regarding any aspect of this web site or these Terms within six (6) months of the time in which the events giving rise to such alleged claim began, or User agrees to waive such claim. User also agrees that no claim subject to these Terms may be brought as a class action or in any other jurisdiction than English courts.

These Terms and Conditions were last updated, and became effective, on 19/03/2013.

Contact MotivEat  
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