



Spacesuit Media Ltd | Company registration 10017634 | VAT registration 244529109 | Registered in England and Wales

Spacesuit Collections - Terms of Use

Welcome to www.spacesuitcollections.com (our "Website"). Please read these Terms of Use carefully before you start to use our Website, as these will apply to your use of it. We recommend that you print a copy of this document for future reference.

IF YOU CONTINUE TO BROWSE AND USE THIS WEBSITE YOU ARE AGREEING TO COMPLY WITH AND BE BOUND BY THE FOLLOWING TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE YOU ARE NOT PERMITTED TO ACCESS THIS WEBSITE.

1 INFORMATION ABOUT US

This Website is operated by Spacesuit Media Limited ("We" "Us" "Our"). We are registered in England and Wales under company number 10017634 and our registered office is at 5 Marlborough Court, Croydon Road, Westerham, Kent, England, TN16 1EU. The term "you" refers to the user or viewer of our Website.

2 OTHER APPLICABLE TERMS

- 2.1 These Terms of Use refer to our [Privacy and Cookies Policy](#), which also apply to your use of our Website. Our Privacy and Cookies Policy sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our Website, you consent to such processing. In the event there is a conflict between these Terms of Use and our Privacy and Cookies Policy, the Terms of Use shall prevail.
- 2.2 If you choose to purchase any photos from our Website the terms of sale will be concluded with you by way of separate agreement.

3 ACCESS

- 3.1 Our Website is made available as is, free of charge. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice.
- 3.2 You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use, and any other applicable terms and conditions, and that they comply with them.

4 ACCEPTABLE USE POLICY

- 4.1 **Prohibited use:** You may use our Website only for lawful purposes. You may not use our Website:
 - 4.1.1 in any way that breaches any applicable local, national or international law or regulation;
 - 4.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 4.1.3 for the purpose of harming and/or harassing or attempting to harm and/or harass anyone in any way;



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- 4.1.4 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- 4.1.5 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, logic 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.

4.2 Interactive services

Where we provide any interactive service on our Website we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users 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 our 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.

5 INTELLECTUAL PROPERTY RIGHTS AND DOWNLOADING LOW RESOLUTION PHOTOGRAPHS

- 5.1 Our Website contains certain materials, trade names and other proprietary information, including but not limited to text, logos, design, layout, multimedia content, still and moving imagery, and graphics. We are the owner or the licensee of all such intellectual property rights in our Website, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.2 Except as stated in the paragraph below, or as otherwise agreed with us, the contents of our Website may not be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without our express written permission.
- 5.3 You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors. For the avoidance of doubt, examples of commercial purposes shall include (without limitation) using any part of the content on our Website to promote, market, advertise and/or endorse a product or service in any way, and/or use in merchandising.
- 5.4 Where indicated on our Website, you may download a low resolution copy of the photos on our Website for non-commercial online use only provided that:
 - 5.4.1 the photos are not modified in any way;
 - 5.4.2 you do not remove any trademark, copyright or other proprietary notice (including any watermarks) from the photos;
 - 5.4.3 the photos are not included in any videos;



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5.4.4 the photos are not used in any way that is or renders the photos obscene, defamatory or in breach of the privacy or any other rights of a third party or of any applicable local, national or international law or regulation; and

5.4.5 the photos are not used for commercial purposes regardless of any commercial gain.

The licence granted by us to you under this paragraph is personal to you and you shall not be entitled to assign or sub-license your rights to any third party. We may revoke your licence under this paragraph at anytime if we believe (in our sole discretion) that the licence conditions set out above have been breached in anyway. If we notify you that your licence has been revoked you must immediately cease all use of the relevant photos.

5.5 Our status as the authors of content on our Website must always be acknowledged by including the following wording when using such content *"Copyright© Spacesuit Media Ltd 2017. All rights reserved"*.

5.6 If you print off, copy or download any part of our Website in breach of these Terms of Use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6 OUR RESPONSIBILITY TO YOU

6.1 Accuracy of content

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that information on our Website or accessible from it is accurate, complete or up-to-date and accept no liability for any loss or damage caused by inaccurate information. You should independently verify any information before relying upon it. If you discover any inaccurate information on our Website please let us know.

6.2 Service access

Whilst we endeavour to ensure that our Website is normally available 24 hours a day, we do not make any commitment that our Website, or any content on it, will always be available, uninterrupted or error free and we will not be liable if for any reason our Website is unavailable at any time or for any period.

We aim to update our Website regularly, and may change, amend, remove or vary any of our Website's content at any time and without warning. Access to our Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our reasonable control. We may remove our Website as a whole or any sections or features of our Website at any time without notice.

6.3 Data Protection

We are registered under the Data Protection Act 1998 as a data controller with registration number ZA246631. Please see our [Privacy and Cookies Policy](#) for details of how we use the information we hold about you.

6.4 Linking



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From time to time our Website may also include links to other websites. These links are provided for your convenience only. We have no control over and assume no responsibility for the content of the linked website(s). They do not signify that we endorse the website(s) and we will not be liable for any loss or damage that may arise from your use of them.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Website in any website that is not owned by you. Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.

7 LIMITATION OF OUR LIABILITY

7.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

7.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.

7.3 In no event shall we be liable for any injury, loss, claim, damages, or any exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including but not limited to loss of goodwill or reputation) whether based in contract, tort, strict liability, or otherwise, in connection with your use of our Website and/or any content on it. The entire risk as to the quality, performance and use of this Website lies with you.

7.4 Different limitations and exclusions of liability apply to any liability arising as a result of the supply of our photos to you when purchased by way of separate agreement, and are set out in such separate agreement.

7.5 Viruses

We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access our Website. You should use your own virus protection software.

We assume no responsibility and shall not be liable for any loss or damage caused by a virus, or other technologically harmful material that may infect your computer or other equipment or other property on account of your access to, use of, or browsing of the Website or any website linked to it.

8 GENERAL

8.1 If any part of these Terms of Use is found to be invalid by any court having competent jurisdiction, this will not affect the validity of any remaining part of the Terms of Use. Any such remaining part will remain in full force and effect as if the invalid part of the Terms of Use had been eliminated.

8.2 Nothing in these Terms of Use shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.



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9 CHANGES TO THESE TERMS

We reserve the right to make changes to these Terms of Use at any time. Your use of our Website, following such changes, constitutes your acceptance of these changes.

10 GOVERNING LAW

Your use of our Website and these Terms of Use shall be governed and interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Use or their subject matter or formation (including non-contractual disputes or claims).

11 CONTACT US

If you have any questions or concerns about our Website you can contact us at hello@spacesuitmedia.com.

Thank you for visiting our Website.