

Standing Out Mastermind Terms and Conditions

Introduction

Welcome to the Standing Out Mastermind. If you continue to browse or use this group you are agreeing to comply with and be bound by the following terms and conditions of use ("Terms") which govern our relationship with you in relation to this group. If you disagree with any part of these Terms, please do not use the group.

The term 'we' means Standing Out Island Ltd, the owner and operator of the web page www.andrewmorris.fr/standingout and of the membership-only Facebook pages which are accessible to those registered through this website (together, the "Website"), whose registered office is 843 Finchley Road, London NW11 8NA and company registration number is 982399 ("we", "us" and "our" will be construed accordingly).

The term "you" refers to the user or viewer of our Website (and "your" will be construed accordingly).

This Website uses cookies. By using this Website and agreeing to these Terms, you consent to our use of cookies in accordance with the terms of our Cookies Policy and to the use of your information in accordance with our Privacy Policy, which you can find here.

Use of this Website

Unless otherwise stated, Standing Out Island Ltd owns the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view Website pages, download Website pages and print Website pages for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

You must not use our Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of malicious computer software.

You must not use our Website to transmit or send unsolicited commercial communications.

You must not use our Website for any purposes related to marketing without our express written consent.

Access to certain areas of this Website is restricted. We reserve the right to restrict access to areas of this Website, or indeed this entire Website, at our sole discretion.

If we provide you with a user ID and password to enable you to access restricted areas of this Website or other content or services, you must ensure that the user ID and password are kept confidential.

We may disable your user ID and password at our sole discretion without prior notice, if we believe you are making improper use of the Website.

Membership Charges and your Right to Cancel

We make a membership charge for users to gain entry to the Website (the "Membership Fee"). Further details and costs of the Membership Fee are to be found on www.andrewmorris.fr.

The Membership Fee is payable monthly or annually, at the choice of the user.

You have the right to cancel your membership to the Website at any time. Should you wish to do so, you should send an email to contact@andrewmorris.fr requesting the termination of your membership.

If you have paid in advance for an annual membership, and you wish to cancel, you will receive a refund, pro rata to the number of months remaining on your membership. For monthly memberships, you will forfeit that month but cancel as of the following month.

Copyright and Licence

This Website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, look, appearance and graphics.

You are granted a licence to use the material contained in this Website subject to the restrictions described in these Terms.

You are granted a licence to download, store, view, edit, use, reproduce, copy, print, any material contained in this Website for your own personal and/or business purposes.

You are not permitted to:

- republish material from this Website (including republication on another Website);
- sell, rent, license, sublicense, lease, distribute, copy, duplicate, publish or reproduce material from the Website and any material or any part thereof for use by any third party;
- exploit material on our Website for a commercial purpose;
- use any material in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable.

If you breach these Terms in any way then the licence granted to you will be automatically terminated upon such breach and we may take such action as we deem appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

All material contained in this Website is and shall remain at all times the copyright of Standing Out Island Ltd.

You must retain, and must not delete or remove all copyright notices and other proprietary notices placed by us on any material.

User Content

The Website currently permits the submission of user comments and may, in the future, permit the submission of images, videos or other content by you and other users ("User Content") and the hosting and publishing of such User Content. You understand that whether or not such User Content are published, we do not guarantee any confidentiality with respect to any User Content.

You shall be solely responsible for your own User Content and the consequences of posting or publishing them.

You represent and warrant that:

- (i) you own or have the necessary rights and permissions to use and authorize us to use all copyright, trademark or other proprietary rights in and to any User Content to enable inclusion and use on the Website and in accordance with these Terms; and
- (ii) whilst, you retain all of your ownership rights in your User Content, by submitting the User Content to us, you hereby grant us, in addition to any other rights which we may have, a worldwide, non-exclusive and transferable license to use, copy, prepare derivative works of (including without limitation, to rename, edit, shorten, split videos into different segments, and use an entire image or video or segments as part of compilations), display and broadcast the User Content in connection with the Website and our business, including without limitation to grant access to the Website to third parties to view the User Content (and derivative works thereof).
- (iii) you will not: (i) submit material that is false or misleading copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the User Content and to grant us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us, our business or any third party; (iii) submit material that is unlawful, obscene, libelous, threatening, pornographic, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or (iv) misidentify yourself in submitting the User Content or misstate your true identity.

Any breach of the above warranties will result in the user's account being immediately terminated and may result in the user becoming liable to legal action.

We do not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Content. You understand that when using the Website, you will be exposed to User Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content. You may be exposed to User Content that is inaccurate, offensive, indecent,

or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto, and agree to indemnify and hold us, our owners, affiliates, employees, agents and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

No Warranties

This Website is provided “as is” without any representations or warranties, express or implied. We make no representations or warranties in relation to this Website or the information and material provided on this Website.

The content of the pages of this Website is for your general information and use only and it is subject to change without prior notice.

We do not warrant that this Website will be constantly available, or available at all; or that the information on this Website is complete, true, accurate or non-misleading.

Nothing on this Website constitutes, or is meant to constitute, advice of any kind. We do not provide any warranty as to the suitability of the information and material found or offered on this Website for any particular purpose. Your use of any information or material on this Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Website meet your own specific requirements.

You acknowledge that information and material found or offered on this Website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this Website and the use of this Website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Limitations and Exclusions of Liability

To the extent that the Website and the information and services on the Website are provided, our liability to you in relation to the use of our Website or under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, will be limited as follows: Standing Out Island Ltd and its employees will not be liable to you for any loss or damage of any nature whether arising directly or indirectly from the use of or reliance on information obtained from this Website; Standing Out Island Ltd and its employees will not be liable for any consequential, indirect or special loss or damage and will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information.

Nothing in these Terms will limit or exclude our liability for death or personal injury resulting from negligence, limit or exclude our liability for fraud or fraudulent misrepresentation or limit any of our liabilities in any way that is not permitted under applicable law.

By using this Website, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable, you must not use this Website.

Indemnity

If you breach these Terms you will be held fully responsible for any loss suffered by us as result of such breach and will be held accountable for all losses caused or profits gained by you from breaching these Terms.

You agree to indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses) incurred or suffered by us arising out of any breach by you of any provision of these Terms.

Other Websites

This Website may contain links to other Websites that are not under the control of and are not maintained by us. We are not responsible for the content or reliability of the linked Websites. We provide these links for your convenience only but do not endorse the material on those sites.

Waiver

The failure by us to enforce at any time or for any period any one or more of the Terms shall not be a waiver of them or the right at any time subsequently to enforce all Terms.

Severance

If any provision of these Terms shall be found by any court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.

If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

Variation

We may revise these Terms from time-to-time. Revised Terms will apply to the use of our Website from the date of the publication of the revised Terms on our Website. Please check this page regularly to ensure you are familiar with the current version.

Exclusion of Third Party Rights

These Terms are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms is not subject to the consent of any third party.

Entire Agreement

These Terms constitute the entire agreement between you and us in relation to your use of our Website, and supersede all previous agreements in respect of your use of this Website.

Jurisdiction and Governing Law

These Terms shall be governed by and construed in accordance with English law. Any dispute, claim or matter arising out of, or relating to, these Terms shall be subject to the exclusive jurisdiction of the English courts.